



**DAWES
DIRT BIKE
INSURANCE POLICY**

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Product Disclosure Statement

Introduction

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase this product.

We recommend you read the PDS in conjunction with the Policy Wording.

This PDS is dated 01 December 2008 (ref: CMDAW DB 1208)

The Insurer

The insurer of this policy and issuer of this PDS is Calliden Insurance Limited.

Calliden Insurance Limited (Calliden) ABN 47 004 125 268, is a wholly-owned subsidiary of Calliden Group Limited which is an Australian company listed on the ASX. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No. 234438) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia.

You may contact Calliden in any of the following ways:

Tel: 02 9551 1111

Postal Address: PO Box 348, Milsons Point NSW 1565

Email: through our website www.calliden.com.au

The Agent

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) (Dawes) arranges policies for and on behalf of Calliden.

Dawes acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this policy Dawes acts as an agent for the insurer and not for you.

If you have any queries in relation to your policy, you can contact Dawes in any of the following ways:

Tel: 1300 188 299

Fax: 1300 807 462

Postal Address: PO Box 595, Milsons Point NSW 1565

Email: insure@dawes.com.au

Your Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

Your duty of disclosure for new policies

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Your duty of disclosure for renewals

If you have already entered into a policy and you are proposing to renew, vary, extend or reinstate the policy, your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

Who needs to tell us?

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the policy.

What you are not required to disclose

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

If you do not tell us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Benefits of Cover

We will insure you for damage to the dirt bike shown in the Policy Schedule. The damage must be caused by an insured event and happen within Australia during the period of insurance.

The events insured are:

- fire, explosion, lightning, earthquake, flood
- collision, impact, overturning or jack-knifing of a vehicle which was transporting your dirt bike
- theft from a locked vehicle transporting your dirt bike while your dirt bike was locked to or in the carrying vehicle and following forcible and violent entry into the locked vehicle or carrying compartment
- theft from securely locked premises following forcible and violent entry
- theft of the vehicle which was transporting your dirt bike
- malicious damage while at locked premises.

The amount you are insured for (Sum Insured)

Your dirt bike is insured for market value which is the value we determine as being the replacement value of your dirt bike with another dirt bike of the same make, model, series and condition as your dirt bike at the date of its loss or damage.

Additional benefits

Your cover also offers the following significant benefits and features:

Feature / Benefit	Summary of Cover
Recovery and towing	Reasonable costs
Transportation by sea	We will pay your contribution for general average and salvage charges

Risks: What You May Not Be Covered For

The policy will not provide insurance cover under certain circumstances.

There is no cover provided under this policy if:

- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis at the time of the damage to your dirt bike occurring
- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting your dirt bike
- you knew or should reasonably have known that the vehicle transporting your dirt bike was being driven in an unsafe or unroadworthy condition
- a trailer transporting your dirt bike was being towed illegally or in an unsafe or unroadworthy condition.

There is no cover under this policy for:

- theft of your dirt bike if the vehicle transporting your dirt bike was unlocked while unattended
- legal liability of any nature
- damage to your dirt bike caused by welding or the intentional application of heat carried out by you or any person with your express or implied consent
- damage to your dirt bike during the loading or unloading onto or from a vehicle or trailer
- damage to your dirt bike caused by your dirt bike's own spontaneous fermentation or heating
- damage to your dirt bike caused while it was in use or being operated and ridden under its own power including use for hire
- damage to your dirt bike discovered more than 30 days after the damage occurred
- damage to your dirt bike when it is outside Australia

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- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the dirt bike due to previous damage and/or repairs
 - dirt bikes which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us
 - any claim in respect of loss or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity
 - consequential loss of any kind.

You should read the policy wording that follows and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. If you do not meet the conditions of cover, we may refuse to pay a claim or reduce the amount that we pay for any claim. For full details of all the conditions of cover that apply, please read the policy wording in full and particularly Section Five of the policy - General Conditions.

Your Excess

The excess is the amount you must contribute towards the cost of any claim you make. The amount of the excess that you have to pay is shown below and is printed on your Policy Schedule.

The basic excess that will apply to each and every non theft claim you make under this policy is \$150. The basic excess applicable to each and every theft claim you make is \$350.

We may at our discretion increase the standard excess listed above or impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase the standard excess listed above or impose additional excesses, this will be shown on your Policy Schedule.

Cost of the Policy

The amount that we charge you for this insurance is called the premium. The premium is the total we calculate when considering all of the factors which make up the risk, such as:

- the type of dirt bike and its market value
- whether the dirt bike is modified or has non-standard accessories.

The cost of your policy is made up of your premium plus government taxes such as GST, stamp duty and fire service fees and may also include a fee for the issue of documentation. The amount of your premium is shown on your Policy Schedule.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

- Cancellation fee – A cancellation fee of \$20 (plus GST) will apply if you choose to cancel your policy.
- Credit card fee – If you choose to pay your premium with a credit card, a fee may apply. For details of your credit card fee please refer to your Policy Schedule, FSG, SOA or contact Dawes directly
- Administration fee – Dawes may charge an administration fee for issuing your policy documentation. For details of your administration fee please refer to your Policy Schedule, FSG, SOA or contact Dawes directly
- Commissions – Dawes may receive a commission payment from Calliden when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your Policy Schedule, FSG, SOA or contact Dawes directly.

Paying For Your Insurance – New Policies and Renewals

What happens if you do not pay the cost of your policy by the due date?

We will have the right to cancel your policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

After you have paid for your insurance – new policies

When you have paid for your insurance, we will forward you a tax invoice, Policy Schedule and application summary. Please check these documents carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to inform us that information is incorrect or missing. If you do not inform us that information is incorrect or missing, we will assume the information on the documents we have sent you is correct and we will rely on this information in the event of a claim.

Cooling Off Period

If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it, and obtain a full refund less any non refundable government charges and taxes that we have paid. You may notify us in writing or electronically. If you make a claim for any incident within the 14 day period, you must pay your annual premium in full before you can cancel your policy.

If your policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Dispute Resolution Process

How you can resolve a complaint you have with us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim
- our handling of your claim
- the service of our representatives, assessors, loss adjusters or investigators, and
- your insurance policy.

Contact us

- If you have a complaint regarding your claim, please contact your claims consultant
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away or you can write to us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565.

How we resolve complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request
- We will handle all complaints without cost to you
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within two business days of receipt. If further information is required to consider the complaint, it will be requested at this time
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If your complaint is still unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

Don't Prevent Our Right To Recovery

We will not compensate you for any loss or damage that is covered by this policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage, and
- you have agreed with that person or party, either before or after the inception of this policy, that you will not seek recovery from them.

Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

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- Obtain the privacy policy online at www.calliden.com.au
 - By phone 02 9551 1111
 - By email to privacy@calliden.com.au
 - By letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565

Making a Claim

When you need to make a claim

Before we can settle any claim under your policy the premium must be paid. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We may forward you a claim form for completion. It is important to remember that a claim made by any one of the persons named as the insured in the current Policy Schedule is a claim by all of them.

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your dirt bike. When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the dirt bike (subject to wear and tear)
- will use new parts or parts consistent with the age and condition of your dirt bike
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your dirt bike, items, modifications or accessories. If you cannot provide this proof we may not pay you.

Paying your excess

When you make a claim under this policy we will advise you when and how to pay your excess. You must pay your excess when we request it or we will be unable to pay your claim.

Claims for less than the excess

The cover under this policy is only available if the amount claimed is more than the excess/es even when the excess/es would not apply.

How you must co-operate

In the event of a claim you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim.

We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name. We may also wish to defend you if it is alleged you caused someone else's loss or damage.

If your dirt bike is a total loss

If we:

- pay you current market value, or
- replace your dirt bike with a similar dirt bike

less any excess applicable, this policy comes to an end and no refund of premium is due to you. Once we have paid you, your dirt bike, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component we will deduct the value of the fully functioning standard component from any payment we make to you.

GST

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

Making Changes to Your Policy

If you wish to make changes to your policy, you must advise us and the change will be effective if:

- we agree to make the change, and
- you pay us any additional premium required, and
- we confirm in writing the change is effective.

Changes that you must advise us of include, but are not limited to:

- when you replace your dirt bike with another dirt bike
- when you modify your dirt bike in any way
- when you change your address or the address where your dirt bike is parked
- if you will no longer be parking your dirt bike in a garage overnight
- if you will be parking your dirt bike on the street overnight on a regular basis.

Failure to advise us of changes may result in a claim not being paid.

Cancelling your policy

We may cancel your policy where we are allowed to do so by law by writing to the postal address last provided to us.

You may cancel your policy at any time in writing. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with a fee of \$20 (plus GST). We will then refund the remaining premium to you.

Notices

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

If you sell or give away your dirt bike, this policy comes to an end, without any notice to you. You should advise us in writing of the disposal of your dirt bike and we will cancel your policy and refund the premium due to you from the date of sale.

Dawes Dirt Bike Insurance Policy

You should read this policy and your Policy Schedule carefully and if it is not correct contact us. These are important documents and you should keep them in a safe place.

Words with Special Meanings

The words and phrases listed below will be used throughout the policy. Where the words listed below are used, please refer to the following definitions for the meaning we give these words.

Accessory - any extra item or option fitted and permanently fixed to your dirt bike by you. Accessories include but are not limited to exhausts, panniers, windscreens, handlebars and saddlebags or other luggage. Accessories do not include any item that is not permanently fixed to your dirt bike or personal items such as mobile phones, MP3 players, laptop computers, sunglasses or riding apparel. The amount of cover you have for your accessories will be shown in your policy schedule.

Business Use - The use of your dirt bike in connection with your business or your occupation.

Damage - Unforeseen and unintended loss, destruction or physical damage to your dirt bike happening in Australia, during the period of insurance, not caused by or related to the maintenance or repair of your dirt bike or use of your dirt bike in circumstances excluded by this policy. Damage includes theft.

Dirt Bike - The registered dirt bike shown on your current policy schedule including:

- its standard tools and accessories
- its fitted or non-standard extras, accessories or modifications which you have listed on your application or given us details of later and which we have accepted in writing.

Electronic Data - Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess - The amount you must pay towards the cost of any claim under the policy. The excess is printed on your policy schedule.

Flood :

- a general, temporary condition of partial or complete inundation of normally dry land areas by the overflow of water from the normal confines of any natural water course or lake (whether or not altered or modified), or of any reservoir, canal or dam, or;
- a mud slide or mud flow which is caused or precipitated by an accumulation of water on or under the ground.

Market Value - The value we determine as being the replacement cost of your dirt bike and accessories with another dirt bike or other accessories of the same make, model and condition as your dirt bike at the date of its loss or damage.

Modification - Any legal change to your dirt bike from the manufacturer's standard specification including but not limited to your dirt bike's body, engine (including fuel delivery and exhaust systems), transmission, wheels (including diameter and width), tyres, suspension or interior.

Period of Insurance - The policy period shown in your policy schedule.

Policy Schedule - The most recently issued premium advice, renewal invitation or schedule, which shows your policy number, together with the details of your cover.

Sum Insured - The market value of your dirt bike plus the market value of your accessories up to the limit shown in your policy schedule, if you have selected cover for your accessories.

Theft - Any of the insured items, as listed in the policy schedule, being stolen or in another person's possession without your permission or consent and without that person having or claiming a legal entitlement to possess the insured items.

Total Loss - When repair costs to your dirt bike plus the value of the wreck, in our opinion exceed its sum insured, or it is stolen and not recovered, we may, at our option, declare your dirt bike a total loss.

We, us, our - Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL No. 234438).

You, your - The person(s) named in the current policy schedule as the insured.

Section One: Loss or Damage to Your Dirt Bike

What is covered?

We cover damage to your dirt bike which occurs during the period of insurance and is caused by one of the following insured events:

- fire, explosion, lightning, earthquake, flood
- collision, impact, overturning or jack-knifing of a vehicle which was transporting your dirt bike
- theft from a locked vehicle transporting your dirt bike while your dirt bike was locked to or in the carrying vehicle and following forcible and violent entry into the locked vehicle or carrying compartment
- theft from securely locked premises following forcible and violent entry
- theft of the vehicle which was transporting your dirt bike
- malicious damage while at locked premises.

If your dirt bike is partially damaged

If your dirt bike is not a total loss, we will, at our option pay the cost of repairing your dirt bike, or make a cash settlement up to the limit of the sum insured at the time of loss (less any excess that may be applicable). We will be entitled to any residual value of parts replaced.

If your dirt bike is a total loss

If we declare your dirt bike to be a total loss:

- we will at our option either pay the sum insured or replace your dirt bike, less any excess that may be applicable
- we will be entitled to take over ownership of your dirt bike.

What is not covered?

We will not cover any malicious damage if your dirt bike was not stored within a fully locked and enclosed building at the time of the malicious damage.

Additional benefits

The following additional benefits are paid in addition to the sum insured for your dirt bike.

Recovery and towing

If your dirt bike is damaged or recovered after being stolen, we will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety. Any further movement of your dirt bike may only be conducted with our consent.

Transportation by sea

We will pay your contribution for general average and salvage charges, where these maritime conditions apply, while your dirt bike is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to your dirt bike.

Section Two: General Exclusions

There is no cover under this policy if at the time of any accident or event which results in a claim if:

- you were the driver of a vehicle transporting your dirt bike and you were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis
- the driver of any vehicle transporting your dirt bike with your knowledge or consent, was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis
- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting your dirt bike
- you knew or should reasonably have known that the vehicle transporting your dirt bike was being driven in an unsafe or unroadworthy condition
- a trailer transporting your dirt bike was being towed illegally or in an unsafe or unroadworthy condition
- your dirt bike was outside of Australia
- your dirt bike was being used for any unlawful purpose
- your dirt bike was being used for business use.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the dirt bike due to previous damage and/or repairs
- mechanical, structural, electrical or electronic breakdown or failure
- damage to tyres by application of brakes, road cuts, punctures or bursts
- losses due to your failure to take reasonable steps to protect your dirt bike
- losses due to your failure to protect your dirt bike following you becoming aware of the loss or theft of your dirt bike's keys or any other keys or passes which may provide access to your dirt bike or your dirt bike's keys
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged

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- loss of or damage to your dirt bike by lawful repossession, seizure or other operation of law
 - dirt bikes which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us
 - any claim in respect of loss or damage arising directly or indirectly or in consequence of or in any way involving asbestos or any materials containing asbestos, in whatever form or quantity
 - consequential loss of any kind
 - theft of your dirt bike if the vehicle transporting your dirt bike was unlocked while unattended
 - legal liability of any nature
 - damage to your dirt bike caused by welding or the intentional application of heat carried out by you or any person with your express or implied consent
 - damage to your dirt bike during the loading or unloading onto or from a vehicle or trailer
 - damage to your dirt bike caused by your dirt bike's own spontaneous fermentation or heating
 - damage to your dirt bike caused while it was in use or being operated and ridden under its own power including use for hire
 - your dirt bike if it was damaged intentionally by you or by somebody with your consent or with fraudulent intention
 - damage to your dirt bike discovered more than 30 days after the damage occurred.

We will not pay any claims arising directly or indirectly from or in consequence of:

- war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or civil commotion
- any act of terrorism
- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.

We will pay for any resultant loss or damage that is covered by this policy

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- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of electronic data
 - error in creating, amending, entering, deleting or using electronic data
 - total or partial inability or failure to receive, send, access or use electronic data for any time at all.

Section Three: Excess

An excess applies to all claims under this policy for damage to your dirt bike.

The basic excess that will apply to each and every non theft claim you make under this policy is \$150. The basic excess applicable to each and every theft claim you make is \$350.

If any further sums are payable in addition to the excess stated above, these will be shown in your policy schedule.

If we make any payment under this policy which includes any excess for which you are responsible, then you must pay to us the amount of such excess on request. Each excess is cumulative.

Cover under this policy is only available if the amount claimed is more than the excess or cumulative excesses even when the excess would not apply.

The excess must be paid when a claim is made unless we agree the accident was entirely the fault of the other driver or party, you can give us the name and address of the other driver or party, you can give us the registration of the vehicle that caused the damage to your dirt bike, the damage exceeds the amount of the excess and the other driver or party was not a family member or a person who resides with you.

Section Four: Claims Procedures

When your dirt bike is involved in an accident or loss which may give rise to a claim under this policy, you must contact us without delay. You can contact Calliden to make a claim in any of the following ways:

Tel: 1300 78 55 44

Fax: 1300 78 77 55

Postal address: PO Box 2717, Taren Point NSW 2229

Email: claims@calliden.com.au

You must also:

- take all reasonable steps to avoid further damage
- inform the police as soon as possible, but within 24 hours of the damage coming to your attention, if your dirt bike (or part of your dirt bike) is stolen, or damaged in an attempted theft, or if malicious damage is suspected

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- within 30 days complete and give to us our claim form if we ask you to complete a claim form
 - give all information and assistance required by our legal representative or investigator to allow us to fully examine and settle your claim, and/or enforce in your name the rights we may have against any third party
 - pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts your dirt bike in a better condition than prior to it being damaged.

We agree that any disputes arising from this policy will be determined by the courts, and in accordance with, the laws of the state and territory where this policy is issued.

Claims for less than the excess

The cover under this policy is only available if the amount claimed is more than the excess even when the excess would not apply.

Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your dirt bike, items, modifications or accessories. If you cannot provide this proof we may not pay you.

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your dirt bike.

When your dirt bike is being repaired – what we will do

When you have chosen your own repairer or you have chosen the repairer we recommend, we will ask the repairer to provide a quotation for the work that is required to repair your dirt bike. If we consider that the quote is fair and reasonable, we will authorise the repairer to carry out the repairs. When it comes to the repair of your dirt bike we:

- will repair your dirt bike to return it to the condition it was in before the incident which damaged your dirt bike
- will use new parts or parts consistent with the age and condition of your dirt bike
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if your windscreen is damaged, we may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer
- guarantee the quality of workmanship and materials for the life of the dirt bike (subject to wear and tear).

If you choose your own repairer, we may not always authorise the repairs if we are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- we will pay you the amount that we determine to be fair and reasonable for the repairs. This amount will be determined by a dirt bike assessor appointed by us inspecting the damage to your dirt bike, and reviewing, adjusting and/or amending your repairer's quote. We may also compare your repairer's quote with a quote we obtain from a repairer we choose
- if we do not authorise repairs and we pay you the amount we determine to be fair and reasonable for the repairs, we will not guarantee the quality of workmanship and materials.

What is not covered - repairs

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts
- will not pay for any air-conditioning refit, re-gas or any modification required by law
- may require you to contribute to the cost of the repairs if the repairs to your dirt bike leave it in a condition that is better than the condition it was in before the incident that caused the damage.

Section Five: General Conditions

If you do not comply with the following conditions, we may refuse to pay a claim in whole or in part.

Renewal procedure

When your current policy is close to expiry, we may send you an invitation to renew your policy. Any changes to the premium or the cover provided by the policy will be detailed in this renewal invitation.

Before you accept our invitation to renew your policy, you have a duty, by law, to tell us everything that you know or could reasonably be expected to know that will alter the risk that we propose to insure in the new period of insurance. Things you must tell us before the new period of insurance commences include but are not limited to:

- details of any convictions, charges, prosecutions or fines for you or any other person named in the policy schedule
- if your dirt bike has been converted, altered or modified from the manufacturer's original specification for the model or series.

Changing dirt bikes

If you replace your dirt bike with another dirt bike, we may insure the new dirt bike on the same terms and conditions as your old dirt bike.

For the policy to cover the new dirt bike:

- you must give us details of the new dirt bike within 14 days of acquiring it, and
- we must agree to cover the new dirt bike, and
- you must pay any additional premium we ask for.

If you do not, this policy will come to an end, without any notice to you.

Changing your address

You must notify us immediately if you change your address. This means if you relocate either temporarily or permanently, you must advise us in writing immediately.

Changing your dirt bike's garaging or parking or your dirt bike's garaging or parking address

You must notify us immediately in writing if:

- your dirt bike will no longer be garaged or parked overnight, either permanently or temporarily, at the address you have declared to us as the address where your dirt bike is garaged or parked overnight
- your dirt bike will no longer be parked overnight, either permanently or temporarily, in the way that you have declared to us in your application.
For example, if you have declared to us in your application that your dirt bike will be garaged overnight and it will no longer be garaged overnight, you must tell us.

Making modifications to your dirt bike

You must notify us immediately if your dirt bike is converted, altered or modified from the manufacturer's original specification for the model or series. Your dirt bike and the modification will be covered if:

- we agree to cover the modification and your dirt bike, and
- you pay us any additional premium required, and
- we confirm in writing the modification and that your dirt bike is covered.

If you want to change any other information or details in your policy, please contact us

The change will be effective if:

- we agree to make the change, and
- you pay us any additional premium required, and
- we confirm in writing the change is effective.

Cancellation

You may terminate this policy at any time by forwarding to us a request in writing or electronically.

If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with a fee \$20 (plus GST). We will then refund the remaining premium to you.

We may cancel this policy at any time where we are entitled to do so by law. If we cancel the policy, we will refund the premium in respect of the unexpired period of the policy.

In the event of your dirt bike being declared a total loss, this policy will be cancelled from the date of the event causing the total loss. No refund of premium will be made.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory where this policy is issued.

Notes

Notes

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