



**DAWES**  
**MOTORCYCLE**  
**INSURANCE**  
**PRODUCT DISCLOSURE STATEMENT**

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# Important Information

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## 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.

This PDS is dated 1 May 2017.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering your individual objectives, financial situation or needs. Therefore before acting on this General Advice, you should consider the appropriateness of the General Advice having regard to your objectives, financial situation or needs.

## The Insurer

This insurance is issued by Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708) of 2 Market Street, Sydney NSW 2000.

If you require further information about this insurance or wish to confirm a transaction, please contact Dawes.

## Dawes

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) ('Dawes') is an Authorised Representative of SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) ('SGUAS') who in turn 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, as an Authorised Representative of SGUAS, acts for the insurer and not for you. Dawes and SGUAS are companies within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

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

**Postal Address:** PO Box A2016, Sydney South, NSW 1235

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** [insure@dawes.com.au](mailto:insure@dawes.com.au)

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## Your Insurance Contract

When you buy the type of motorcycle insurance cover you need, we enter into a contract with you which is called the policy and is made up of:

- your policy schedule;
- this Product Disclosure Statement ('PDS');
- any applicable Supplementary PDS ('SPDS') we issue that varies it; and
- any other document we tell you forms part of the policy which may vary or modify the above documents.

This document (together with any amendments, updates or endorsements that we give you in writing which may vary it) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

If there is more than one insured on the policy, then anything that any of the insureds says, does or omits to advise to us of, applies to and affects the rights to all of the insureds.

## Your Policy Schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for called the period of insurance.

## Your Responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on renewal, variation, extension or reinstatement you must meet your duty of disclosure obligations.

You must during the term of the policy follow and meet all of the policy's terms and conditions. In particular:

- take all reasonable care to prevent loss of (including theft) or damage to your motorcycle. This includes but is not limited to:
  - moving your motorcycle from rising flood waters if it is safe to do so;
  - ensuring that the ignition keys are not left in the motorcycle when no one is on the motorcycle;
  - locking the motorcycle when it is parked or unattended; and
  - accompanying anyone test driving the motorcycle when it is being test driven as part of you selling the motorcycle.

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- keep your motorcycle well maintained and in a roadworthy condition. This includes but is not limited to ensuring safety parts such as tyres, brakes and lights are in the condition necessary to allow the motorcycle to be registered.
  - ensure that any information you give us as part of a claim document or statement to us is honest and complete.

## Not Meeting Your Responsibilities

If you do not meet your responsibilities we may do either or both of the following:

- reduce or refuse your claim; and
- cancel your policy.

If fraud is involved we can treat your policy as if it never existed.

The above rights are subject to any relevant law obligations.

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth) ('the Act').

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, renew, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

### **Your Duty of Disclosure when you renew the contract**

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

### **Your Duty of Disclosure when you vary, extend or reinstate the contract**

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

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## **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## **Non-disclosure**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Failure to comply with your duty of disclosure, especially concerning your driving history, including, but not limited to, speeding fines, could severely affect the result of any subsequent claim made on the policy and could lead to a claim being declined.

## **Updating the PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting Dawes). Other documents may form part of the PDS. If they do, we will tell you in the relevant document.

## **Receiving Your Policy Documents**

You may choose to receive your policy documents:

- electronically, including but not limited to email; or
- by post.

If you tell Dawes to send your policy documents electronically, Dawes will send them to the email address that you have provided. This will continue until you tell Dawes otherwise or until Dawes advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Dawes' information system. If you do not tell Dawes to send your policy documents electronically, the policy documents will be sent to the mailing address that you have provided.

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You are responsible for ensuring that the email and mailing address that Dawes has is up to date. Please contact Dawes to change your email or mailing address.

## Benefits of Cover

You can select the level of cover which is appropriate for you. You can choose either:

- comprehensive cover; or
- storage and restoration cover.

Your current policy schedule will show the cover you have chosen.

### **Comprehensive insurance benefits of cover**

You will be covered for:

- accidental or malicious damage (including windscreen glass);
- storm, hail, flood or fire;
- theft or attempted theft;

to or of your motorcycle and

- your legal liability for damage to the property of other people following an accident involving your motorcycle.

We will choose to either repair the damage or pay you the cost of repairs up to the agreed value or market value, whichever is shown on your policy schedule. If your motorcycle is a total loss we will at our option pay up to either the agreed value or market value whichever is shown on your policy schedule, or replace your motorcycle in specified circumstances.

### **The amount you are insured for (sum insured)**

Your current policy schedule will show whether you have agreed value or market value:

- agreed value - the dollar value stated in your policy schedule. This may be altered by mutual consent. In some cases, you will not be able to have an agreed value cover under your policy; or
- market value - the value we determine as being the replacement value of your motorcycle with another motorcycle of the same make, model, series and condition as your motorcycle immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

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### Additional benefits of comprehensive cover

The comprehensive cover also offers the following additional benefits. The table is a guide only. For information on what is covered and what is not covered and for any limits and excesses that apply please read your policy schedule and this PDS including the “exclusions” section.

Feature / Benefit	Summary of Cover
If your motorcycle is a total loss in the 36 months after it was first registered, where you are the first registered owner	Replacement with a new motorcycle of the same make, model and series (where available) or payment up to the sum insured
Recovery and towing	Reasonable costs up to \$2,000
Transportation by sea	We will pay your contribution for general average and salvage charges incurred whilst your motorcycle is being transported by sea between places within Australia
Replacement motorcycle	Cover for 14 days if you tell us within 14 days of receiving the replacement motorcycle
Emergency accommodation	Up to \$500 for reasonable and necessary accommodation or travel expenses incurred in relation to a covered accident which occurs more than 100 kilometres from home
Locks and keys	Up to \$1,500 to replace locks and keys that are stolen
Emergency repairs	Up to \$500 for emergency repairs
Returning your motorcycle to you after repair	Up to \$500 for the cost of returning your motorcycle if the repairer’s premises are more than 100 kilometres from your home or place of work
Personal property	Cover up to \$500 if damaged in an accident or if stolen (excluding money, cheques, credit or debit cards, riding apparel and property used for earning income)
Hire vehicle after theft	Up to \$1,500 for 14 days (where your policy schedule shows the motorcycle is to be used for commuting)



<b>Feature / Benefit</b>	<b>Summary of Cover</b>
Travel expenses	Up to \$500 to return you to your home or complete your journey, if your motorcycle cannot be ridden following an accident
Riding apparel	Cover up to \$3,000 with option to increase to \$5,000 if lost or damaged while riding your motorcycle or stolen while stored in a securely locked storage compartment on your motorcycle

### **Third Party Property Damage Cover benefits**

Third party property damage cover is provided under comprehensive cover. You will be insured for up to \$20,000,000 (twenty million dollars) for damage caused by your motorcycle to someone else's property during the period of insurance, where you or an authorised rider are at fault. The policy doesn't cover property that you, or the person responsible for the damage, own or have in your or their custody or possession.

### **Storage/Restoration Cover benefits**

This cover provides the same benefits for damage to your motorcycle as comprehensive cover but excludes cover while your motorcycle is being ridden under its own power. There is no cover under Section Two: Third Party Property Damage Cover of this policy.

You are also covered for some of the additional benefits provided in Section Three: Additional Benefits of the policy. The PDS will detail which of the additional benefits are covered.

### **Some Special Conditions**

This policy has some special conditions. You should read this PDS, your policy schedule and any other documents that make up your policy for details of all the conditions that apply. An example of three of these conditions are as follows:

#### **Authorised rider policy**

Section One: Loss or Damage to Your Motorcycle specifies only authorised riders as defined in the Words with Special Meanings section of the PDS are insured to ride your motorcycle.

#### **40 Plus Motorcycle Insurance Cover**

There is no cover under this policy for loss, damage or liability if your policy schedule shows that your policy class is '40 Plus Motorcycle Insurance' and

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the loss, damage or liability arises while your motorcycle was being ridden by, or was in the control and/or possession of, a person under the age of 40 with your knowledge or consent.

### **Overnight Parking**

If your policy schedule states that your motorcycle will be parked in one of the six categories of overnight off-street parking, then under Section One: Loss or Damage to Your Motorcycle you will not be covered for loss or damage to your motorcycle between the hours of 10.00pm and 5.00am if your motorcycle was not parked as it is shown in your policy schedule. However, this applies only if it was parked at a location at or within a 500-metre radius of the usual overnight parking address, and your policy schedule is not endorsed to include overnight street parking.

### **Your Excess**

The excess is the amount you must contribute towards the cost of any claim you make. The excesses that may be applicable are shown below and in your policy schedule.

You may have to pay more than one excess depending upon the experience of authorised riders. The standard excesses you may be required to pay are:

- Basic Policy Excess
- Age or Inexperienced Rider Excess

Before you enter into a policy with us or prior to renewal we may at our discretion impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase any of the above listed standard excess 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 when you first acquire your policy and when you renew your policy 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 motorcycle;
- the age of the motorcycle;
- how often the motorcycle is ridden;
- where you live and how your motorcycle is parked overnight;
- the age and experience of any riders;
- the sum insured of the motorcycle;
- whether your motorcycle is used for commuting;
- your previous claims history as well as that of others who may ride your motorcycle;

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- your riding and driving record as well as that of others who may ride your motorcycle;
  - your no claim bonus and whether you choose to protect it.

The total cost of your policy is shown on your policy schedule and is made up of your premium plus government taxes such as GST, stamp duty and fire service fees if applicable.

### **No Claim Bonus (NCB)/Rating level**

A discount is provided to reward good riders. To provide this discount we consider your recent driving and riding history and incident history combined with the NCB or Rating level granted by us or your current insurer. The amount of the discount varies with the number of claim-free years of driving and riding you have accumulated. We use the youngest rider covered by the policy to establish the discount applicable.

The following shows the NCB structure:

Rating 1 / 65%

Rating 2 / 50%

Rating 3 / 40%

Rating 4 / 30%

Rating 5 / 20%

Rating 6 / 0%

To obtain the maximum NCB, you will need to have five years of not making a claim on any motorcycle insurance with us or another insurer. Your previous and current claims history is used in determining the NCB provided in calculating your premium and is shown in your schedule.

You may, at an additional premium, protect your NCB or Rating level. Your NCB or Rating level will be protected for one claim per period of insurance where either we determine you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where we determine you are at fault or you cannot identify the third party, your NCB or Rating level will be reduced by up to two ratings depending on type of claim upon renewal.

Your NCB may be increased each claim-free year by one rating until a maximum of Rating 1 / 65% is reached.

Your NCB will not be reduced in the case of not at fault claims where a recovery has been made and you are determined as not having been at fault.

## Other costs, fees and charges

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

Cost or fee	Details
Administration Fee	An administration fee of up to \$550 inclusive of GST is payable by you to cover the administration cost of preparing and distributing your policy. Your administration fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.
Refund of Premium and Cancellation Fee	You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residual for the unexpired period, less the cancellation fee of \$22 inclusive of GST, any endorsement fee, credit card processing fee, the administration fee and any non-refundable government taxes or charges, provided that no event has occurred where liability arises under the policy.
Endorsement Fee	Any change that results in an additional premium to your policy such as but not limited to: <ul style="list-style-type: none"><li>• Change of motorcycle</li><li>• Additional motorcycle</li><li>• Remove motorcycle</li><li>• Change of address</li><li>• Additional riders</li></ul> throughout the period of insurance may incur an endorsement fee of \$22 inclusive of GST and will be shown in your policy schedule. The endorsement fee is not refundable in the event of cancellation.
Credit Card Processing Fee	A credit card processing fee will apply on all credit card transactions. We apply a surcharge of up to 0.9% inclusive of GST of the total cash amount depending on the type of credit card used. The percentage payable will be shown on your tax invoice. The credit card processing fee is not refundable in the event of cancellation.

Cost or fee	Details
Commissions	SGL, SGUAS and Dawes may receive a commission payment from us 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 or contact SGL, SGUAS or 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.

### Check your policy documents

When we agree to issue you a new policy or renew your policy, you will be issued a policy schedule. Please check this document carefully. If all the information is correct, please provide payment. If any information is incorrect or missing, it is your responsibility to inform your broker or us that information is incorrect or missing.

### Your Cooling-off Period

There is a 21 day cooling-off period. If you want to cancel the policy for any reason during the cooling-off period, you can cancel it from its date of issue by contacting your broker or us in writing or electronically within 21 days of its date of issue.

We will refund your premium less any non-refundable government charges, taxes and levies that we have paid. You cannot exercise this right if you have made a claim for any incident within the 21 day period or if an event has occurred that could give rise to a claim on your policy.

### General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## Dispute Resolution Process

If you are dissatisfied with our service in any way contact Dawes by:

**Postal Address:** PO Box A2016, Sydney South, NSW 1235

**Phone:** +61 2 9307 6653

**Fax:** +61 2 9307 6699

**Email:** [servicefeedback@steadfastagencies.com.au](mailto:servicefeedback@steadfastagencies.com.au)

Dawes will attempt to resolve the matter in accordance with Dawes and our internal dispute resolution procedures. A dispute can be referred to the Financial Ombudsman Service Australia ('FOS') subject to its terms of reference. FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

**Postal Address:** GPO Box 3, Melbourne, Victoria 3001

**Phone:** 1800 367 287

**Website:** [www.fos.org.au](http://www.fos.org.au)

## Don't Prevent Our Right to Recovery

We will be entitled to exercise your rights of recovery against others arising from loss or damage for which a claim payment is made. You must not limit or restrict your rights of recovery against any third party without our prior written agreement.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Phoning for Assistance and Confirmation of Transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your policy, please use the contact details on the back cover.

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## Privacy Notice

In this Privacy Notice 'we', 'us' or 'our' means Allianz Australia Insurance Limited, SGUAS and Dawes, unless specified otherwise.

We give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

### How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Allianz website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au), SGUAS on +61 2 9307 6656 or going to the SGUAS website's Privacy section at [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au), or Dawes on 1300 188 299 or going to the Dawes website's Privacy section at [www.dawes.com.au](http://www.dawes.com.au).

### Who we disclose your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy. Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

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## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling Allianz on 1300 360 529, SGUAS on +61 2 9307 6656 or Dawes on 1300 188 299 8am–6pm, Monday to Friday. Our Privacy Policies contain details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how we deal with complaints. Privacy Policy for Allianz is available at [www.allianz.com.au](http://www.allianz.com.au). Privacy Policy for SGUAS is available at [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au). Privacy Policy for Dawes is available at [www.dawes.com.au](http://www.dawes.com.au)

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

## **Making a Claim**

### **When you need to make a claim**

We may deduct any outstanding premium from a claim settlement. 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.

### **Choice of Repairer and Parts Policy**

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 motorcycle. When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the motorcycle (subject to wear and tear);



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- will use new parts or parts consistent with the age and condition of your motorcycle;
  - 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 motorcycle, items, accessories, modification and riding apparel. 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.

### **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 motorcycle is a total loss**

If your motorcycle is a total loss and we:

- pay you the agreed value; or
- pay you current market value; or
- replace your motorcycle with a similar motorcycle;

(depending on the cover purchased), less any excess applicable, this policy comes to an end and no refund of premium is due to you. Any remaining premium must be paid/may be deducted from settlement. Once we have paid you, your motorcycle, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property unless we otherwise agree to pay you for these as part of a total loss settlement. 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.

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## How does a claim affect your premium?

Your premium may increase upon next renewal due to lodgement of any claim unless we agree that:

- the accident was entirely the fault of the other driver; and
- you can give us the name and address of the other driver and the registration of their vehicle.

Your premium may, however, increase on your next renewal for other reasons.

You may, at an additional premium, protect your No Claim Bonus or Rating level. Your No Claim Bonus or Rating level will be protected for one claim per period of insurance where either we determine you are at fault or you cannot identify the third party responsible for the damage. For each subsequent claim where we determine you are at fault or you cannot identify the third party, your No Claim Bonus or Rating level will be reduced.

## 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.

Therefore the value and limits of liability noted in your policy schedule are exclusive of any input tax credit which you are or would be entitled to claim.

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 or agree to pay us any additional premium required; and
- you pay or agree to pay us the endorsement fee if applicable; and
- we confirm in writing the change is effective.

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

- when you replace your motorcycle with another motorcycle;
- when you modify your motorcycle in any way;
- if you start using your motorcycle to commute;
- when you change your address or the address where your motorcycle is parked overnight;
- when you change the way your motorcycle is parked overnight;
- if you will be parking your motorcycle on the street overnight on a regular or temporary basis at the address you have advised to us as the usual overnight parking address.

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

### **Cancelling your policy**

We may cancel your policy where we are allowed to do so by law by writing to the 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 any non refundable government taxes or charges, the endorsement fee, administration fee and the cancellation fee. 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 or email address as soon as possible.

### **If you sell or give away your motorcycle**

If you sell or give away your motorcycle, this policy comes to an end without any notice to you. You should advise us in writing of the disposal of your motorcycle and we will refund the premium due to you from the date of sale less the premium for the period that you have been insured, any non-refundable government taxes or charges, the endorsement fee, administration fee and the cancellation fee if applicable.

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## What the Policy Covers

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You should read this PDS, your policy schedule and any other document that forms part of your policy carefully and contact us if anything is not correct. These are important documents and you should keep them in a safe place.

### Words with Special Meanings

Words with special meanings will be seen throughout your policy. Please refer to the following definitions for the meaning we give these words wherever they are used in this PDS or in other documents making up the policy.

**accessories** - any extra item or option fitted and permanently fixed to your motorcycle 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 motorcycle 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.

**accident, accidental** - means a sudden, violent, external, unusual and identifiable specific event which happens unexpectedly and is unintended by the insured person.

**act of terrorism** - includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or defacto, and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

**agreed value** - the dollar value stated in your policy schedule for your motorcycle. This may be altered by mutual consent.

**application** - the written or verbal application for this insurance and any other information given to us either in writing or verbally when applying for this policy.

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**authorised rider -**

- a person listed on your policy schedule as an authorised rider; or
- one of the following (your policy schedule will indicate which one applies):
  - persons over 25 years of age, who ride or are in the control and/or possession of your motorcycle less than 2% of the time during the period of insurance unless you have selected and your policy schedule lists your policy class as '40 Plus Motorcycle Insurance' in which case only riders aged 40 or over; or
  - persons over 30 years of age, who ride or are in the control and/or possession of your motorcycle less than 2% of the time during the period of insurance unless you have selected and your policy schedule lists your policy class as '40 Plus Motorcycle Insurance' in which case only riders aged 40 or over.

Only authorised riders are insured under this policy.

**business use** - the use of your motorcycle in connection with your business or your occupation.

**caged in a communal car park** - an individual, lockable cage within an undercover or underground communal parking area.

**carport (not visible from street)** - an open-sided shelter for a vehicle, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a motorcycle, and is not visible from the street to passers-by (e.g. on a large plot of land or situated behind a house/tree/wall).

**carport (visible from street)** - an open-sided shelter for a vehicle, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a motorcycle, but is visible from the street to passers-by.

**driveway / off street** - an open air parking area on private property.

**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 of money you must pay towards the cost of each event that gives rise to a claim. The amount of the excess is shown in your policy schedule and Section Six: Excess of this PDS.

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**flood** - the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or another natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

**individual garage** - a fully enclosed garage comprising 4 adjoining walls and a roof, with a lockable door for motorcycle access (this could also include a locked shed).

**locked shed** - a fully enclosed and lockable shed.

**market value** - the value we determine as being the replacement cost of your motorcycle, accessories, trailer or sidecar with another motorcycle, trailer or sidecar or other accessories of the same make, model and condition as your motorcycle, accessories, trailer or sidecar immediately prior to the date of their loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

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

**motorcycle** - the registered motorcycle or scooter shown on your 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;
- any sidecar or trailer if they are listed on your policy schedule.

**overnight street parking** - when your motorcycle is parked within 500 metres of the address you have declared to us as the usual address your motorcycle is parked overnight and you have declared your motorcycle is parked overnight in one of the six categories of overnight off-street parking but you park on the street, footpath or outside the boundaries of your residence, this is regarded as 'overnight street parking'.

**period of insurance** - the policy period shown in your policy schedule unless ending earlier in accordance with the policy or relevant law.

**personal property** - personal effects such as mobile phones, CDs, cameras, laptops. Excludes money, cheques, credit or debit cards or any property used in connection with earning income, motorcycle specific apparel, equipment and items defined under 'riding apparel'.

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**policy** - your contract of insurance with us, and includes this document, your policy schedule and any other document we tell you forms part of your policy.

**policy schedule** - the premium advice, renewal invitation or document titled 'schedule of insurance', which shows your policy number, together with the details of your cover.

**riding apparel** - protective clothing designed and worn for riding a motorcycle including helmets, riding jacket, pants and boots, gloves, body armour and knee guards.

**substitute motorcycle** - a similar motorcycle to your motorcycle which is registered for use on public roads.

**sum insured** - the agreed value or market value, whichever is stated in your policy schedule plus:

- the market value of your accessories up to the limit shown in your policy schedule, if you have selected cover for your accessories;
- the market value of your trailer up to the limit shown in your policy schedule, if you have selected cover for your trailer;
- if you have chosen to insure your motorcycle for market value, the market value of your sidecar up to the limit shown in your policy schedule, if you have selected cover for your sidecar;
- if you have chosen to insure your motorcycle for agreed value, the agreed value of your sidecar up to the limit shown in your policy schedule, if you have selected cover for your sidecar.

**total loss** - when repair costs to your motorcycle 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 motorcycle a total loss.

**uncaged in communal car park** - an enclosed, undercover or underground communal parking area with security or swipe card access, not accessible to the general public, but with no individual cage.

**usual overnight parking address** - the residential address you have declared to us as the address where your motorcycle is usually parked overnight.

**we, us, our, insurer** - Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 of 2 Market Street, Sydney NSW 2000.

**you, your, yourself, the insured** - the insured person or entity named in your policy schedule. If more than one person or entity is named as the insured, we will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities and this may adversely affect the rights of any other person insured under the policy.

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## Section One: Loss or Damage to Your Motorcycle

### What is covered?

We cover accidental or malicious damage to or theft or attempted theft of your motorcycle which occurs during the period of insurance.

### If your motorcycle is partially damaged

If your motorcycle is not a total loss, we will, at our option either pay the cost of repairing your motorcycle, 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 motorcycle is a total loss

If we declare your motorcycle to be a total loss:

- we will at our option either pay up to the limit of the sum insured or replace your motorcycle, less any excess that may be applicable;
- within three years from the date of its original registration if you are the original registered owner and your motorcycle has been continually insured through Dawes without a break in cover since it was first registered, we will, at our option and subject to local availability and the agreement of any party having a financial interest in your motorcycle, replace your motorcycle with a new motorcycle of the same make, model and series with the same accessories as declared in the application or policy schedule, less any excess that may be applicable;
- we will be entitled to take over ownership of your motorcycle.

### What is not covered?

We will not cover any loss or damage:

- if any anti-theft device which you have told us is installed on or in your motorcycle is not in good working order or activated or your motorcycle is not locked and the keys are removed when your motorcycle is unattended;
- when your motorcycle is being ridden by any person who is not an authorised rider, except when your motorcycle is being ridden by:
  - a member of the motor trade or motor engineer for the sole purpose of overhaul, upkeep, repair or sale of your motorcycle;
  - an employee of any parking station or valet service for the sole purpose of parking the motorcycle;
  - any person in an extreme medical emergency in which case the onus of proof will be on you to substantiate the necessity for your motorcycle to be ridden by or be in the control and/or possession of a person other than you or an authorised rider;



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- to your motorcycle between the hours of 10.00pm and 5.00am if you have declared to us that your motorcycle is parked in one of the six categories of overnight off-street parking and, at the time the loss or damage occurred, it was not kept in one of the six categories of overnight off-street parking.

There are six categories of overnight off-street parking in the policy. Your policy schedule will identify which of these applies to your motorcycle. The categories are:

- Individual garage
- Caged in a communal car park
- Uncaged in communal car park
- Carport (not visible from street)
- Carport (visible from street)
- Driveway / off street

Each of these terms is explained in the Words with Special Meanings section of the PDS.

However, this exclusion will only apply if, at the time the loss or damage occurred, your motorcycle was parked within 500 metres of the address that you have declared to us as your usual overnight parking address where it is parked in one of the six categories of overnight off-street parking and your policy schedule is not endorsed to include overnight street parking.

## Section Two: Third Party Property Damage Cover

### What is covered?

We will indemnify you and any passenger or authorised rider for all sums which you or such passenger or authorised rider become legally liable to pay in compensation for damage to the property of others arising out of an accident caused by or in connection with your motorcycle (including any trailer or sidecar attached to your motorcycle) happening during the period of insurance and less any excess that may be applicable.

We will also pay all reasonable legal costs and expenses incurred by you or any passenger or authorised rider in defending or undertaking any legal action subject to our prior written consent. These legal costs and expenses are included in and not in addition to the maximum limit.

### Maximum amount payable

We will not pay more than \$20,000,000 in the aggregate for all claims during the period of insurance under this section.

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## **What is not covered?**

There is no cover under this section:

- unless you and any passenger or authorised rider observe, fulfil and are subject to the terms, exclusions and conditions of this policy insofar as they apply;
- in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this policy;
- in respect of damage to any motorcycle insured by this policy;
- in respect of penalties, fines, punitive, exemplary or liquidated damage;
- in respect of death or personal bodily injury to any person arising from an accident involving any motorcycle insured by this policy;
- for any liability which is insurable under any statutory compulsory insurance or motor car accident compensation scheme;
- for any liability that arises from an accident or event that occurs after the date we confirm that we will pay your claim for the total loss of your motorcycle.

## **Substitute motorcycle**

When your motorcycle is out of use for service or repair and you or any authorised rider rides a substitute motorcycle, the cover provided by this section is extended to cover legal liability arising from the use of the substitute motorcycle.

## **Section Three: Additional Benefits**

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

### **Recovery and towing**

If your motorcycle is accidentally 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 motorcycle may only be conducted with our consent. The maximum amount we will cover under this benefit is \$2,000.

### **Transportation by sea**

We will pay your contribution for general average and salvage charges, where these maritime conditions apply, while your motorcycle 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 motorcycle.

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### **Automatic cover on a replacement motorcycle**

If you replace your motorcycle during the period of insurance we will cover the replacement motorcycle for 14 days from the date of acquisition, provided you supply details of the replacement motorcycle within 14 days of its acquisition, another insurer has not provided motorcycle insurance to you for the replacement motorcycle and we agree to cover the replacement motorcycle. Cover for your motorcycle will cease from the time of acquisition of the replacement motorcycle.

The most we will pay for loss or damage to the replacement motorcycle is the lesser of:

- the current market value of the replacement motorcycle;
- the sum insured shown on your policy schedule;
- the purchase price of the replacement motorcycle.

Cover for the replacement motorcycle after the 14th day from the date of acquisition will only continue if:

- you provide us in writing with all details about the replacement motorcycle;
- we agree to insure the replacement motorcycle;
- you agree to pay any additional premium we require;
- you agree to complete a new application form if we require it.

This additional benefit does not apply in the event of a total loss claim under the policy.

### **Emergency accommodation**

We will pay up to \$500 for reasonable and necessary accommodation or travel expenses incurred in relation to an accident which gives rise to a claim under this policy and which occurs more than 100 kilometres from your declared place of residence.

### **Locks and keys**

We will pay up to \$1,500 for the reasonable cost of replacing your motorcycle's key ignition barrels, locks and keys and/or recoding your motorcycle's locks if your motorcycle's keys are stolen during the period of insurance, you have reported this to the police and police investigations conclude they are unlikely to be found.

### **Hire vehicle after theft**

If your motorcycle is stolen, we will pay up to \$1,500 for a maximum of 14 days for the cost of a hire vehicle for your or an authorised rider's use.

We will only pay under this additional benefit if your motorcycle is described in your current policy schedule to be used for commuting.

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We will not pay under this additional benefit for:

- any hire charges incurred after your motorcycle is returned to you in a similar condition to that it was in before the theft or accident;
- fuel, insurance waiver or any other running costs of the hire vehicle;
- any period after we have replaced your motorcycle or paid your claim.

### **Returning your motorcycle to you after repair**

We will pay up to \$500 in any one period of insurance to return your motorcycle to your residence or place of work once it has been repaired if the repairer's premises is more than 100 kilometres from your residence or place of work.

### **Personal property**

We will pay up to \$500 for any personal property that you or an authorised rider own that is damaged in an accident covered by the policy, or if the personal property is stolen in a theft covered by this policy and for which we have agreed to pay a claim. Personal property does not include money, cheques, credit or debit cards, motorcycle specific equipment or riding apparel as defined in the 'Words with Special Meanings' section of this document or any property used in connection with earning income.

We will not pay if personal property is stolen or damaged after fire or an accident if you or an authorised rider did not take reasonable steps to protect the personal property.

### **Travel expenses**

We will pay up to \$500 for travel expenses incurred for you or an authorised rider to return home or complete your journey, if your motorcycle cannot be ridden following an accident and for which we have agreed to pay a claim.

### **Emergency repairs**

If during the period of insurance your motorcycle is damaged more than 100 kilometres from your home, we will pay up to \$500 for emergency repairs necessary to enable you or an authorised rider to ride your motorcycle home or to the nearest place of repair.

### **Riding apparel**

We will cover your riding apparel and/or the riding apparel of any authorised rider and/or your or their pillion, up to \$3,000 with the option to increase to \$5,000 (the amount will be shown on your policy schedule) if during the period of insurance it is:

- lost or damaged while you or an authorised rider are riding your motorcycle;
- stolen while it is stored in a securely locked storage compartment on your motorcycle.

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We will not pay:

- more than \$2,000 for any single item, pair or set;
- for wear and tear or damage associated with normal use;
- for loss or damage to riding apparel when it is away from your motorcycle;
- for loss or damage to riding apparel that belongs to any unauthorised rider.

## Section Four: Storage/Restoration Cover

Where your policy schedule states your level of cover is 'Storage/Restoration Cover Only', your motorcycle will be covered at all times in accordance with the terms, conditions, limits and exclusions of this policy, except when being ridden under its own power.

Additionally, where your policy schedule states your level of cover is 'Storage/Restoration Cover Only', parts that originate from your motorcycle but are temporarily removed, will be covered at all times in accordance with the terms, conditions, limits and exclusions of this policy.

There is no cover for your motorcycle under 'Storage/Restoration Cover Only':

- under Section Three: Additional Benefits the following additional benefits do not apply:
  - Emergency accommodation
  - Hire vehicle after theft
  - Travel expenses
  - Emergency repairs
  - Riding apparel
- under Section Two: Third Party Property Damage Cover of this policy;
- for any loss or damage caused by or in connection with you or an authorised rider riding your motorcycle under its own power.

## Section Five: General Exclusions

There is no cover under this policy for loss, damage, liability, costs or expenses that is caused by, arising from, or in any way connected with:

- you or an authorised rider being under the influence of any drug or intoxicating liquor or where you or the authorised rider had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
- any authorised rider or any other person in control and/or possession of or riding your motorcycle with your 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, and you knew or should reasonably have known when you gave consent, that the authorised rider or any other person was, or would be at the relevant time so affected by intoxicating liquor or drugs;

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- you, or any authorised rider were not licensed or authorised to be riding your motorcycle.

There is no cover under this policy if at the time of any accident or event which results in a claim, your motorcycle (or any other motorcycle covered by this policy):

- was in an unsafe or unroadworthy condition or was being ridden whilst unregistered;
- was damaged intentionally by you or an authorised rider or on your or their behalf, or with fraudulent intention;
- was outside of Australia;
- was used in an experiment, test, trial, demonstration or to tow some other motorcycle in connection with the motor trade;
- was on hire to another person, or used to carry passengers or goods for hire or reward;
- was being used for any unlawful purpose;
- was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest;
- was being used on a racetrack or course in any capacity whatsoever;
- was used off road. Cover is restricted to riding on a government gazetted road that is maintained by a local, state or federal government agency;
- was being used in a training course;
- was being used for learner rider tuition for reward;
- was being used to carry a greater number of passengers or carry or tow a load greater than that for which your motorcycle was constructed;
- was being used for business use.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- loss or damage caused by domestic animals or pets owned by you or for which you are legally responsible;
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the motorcycle due to previous damage and/or repairs;
- mechanical, structural, electrical or electronic breakdown or failure;
- loss or damage to tyres by application of brakes, road cuts, punctures or bursts;
- loss or damage due to your or an authorised rider's failure to take reasonable steps to protect your motorcycle;
- loss or damage due to your or an authorised rider's failure to protect your motorcycle following you or an authorised rider becoming aware of the loss or theft of your motorcycle's keys or any other keys or passes which may provide access to your motorcycle or your motorcycle's keys;

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- loss or damage to your motorcycle when it is parked overnight on the street as defined in 'overnight street parking' unless your policy schedule is endorsed to include overnight street parking;
  - the cost of replacing an entire set and/or pair when not all of the set and/or pair is damaged;
  - loss of or damage to your motorcycle by lawful repossession, seizure or other operation of law;
  - motorcycles 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;
  - injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos;
  - that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos that is not the result of an accident involving your motorcycle;
  - loss, damage or liability if your policy schedule shows that your policy class is '40 Plus Motorcycle Insurance' and the loss, damage or liability arises while your motorcycle was being ridden by, or was in the control and/or possession of, a person under the age of 40 with your knowledge or consent;
  - your motorcycle if it is being ridden on rails;
  - bodily or personal injury of any kind;
  - consequential loss of any kind.

We will not provide cover, be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

There is no cover under this policy for loss, damage, liability or expense caused by, arising from, or in any way connected to:

- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 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;

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- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
  - failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any data, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any data. We will pay for any resultant loss or damage that is covered by this policy;
  - 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.

We may refuse to pay or reduce the amount we pay for a claim if you do not advise us immediately if:

- you change your address or the address you have declared to us as the address at which your motorcycle is parked overnight;
- your motorcycle will no longer be parked overnight in the way that you have declared to us it would be parked overnight;
- you change the way you use your motorcycle or the usage pattern of your motorcycle;

but we will maintain cover if:

- you have told us about the change; and
- we have agreed to cover you; and
- you agree to pay any additional premium required.

## Section Six: Excess

The excess is the amount you must contribute towards the cost of any claim you make. The excess applicable will be shown in your policy schedule.

You may have to pay more than one excess depending upon the riding experience of you or any authorised riders.

The excess must be paid when a claim is made unless:

- we agree the accident was entirely the fault of the other rider, driver or party; and



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- you can give us the name and address of the other rider, driver or party; and
  - you can give us the registration of the vehicle that caused the damage to your motorcycle; and
  - the other rider, driver or party was not a family member or a person who resides with you.

The standard excesses you may be required to pay are:

- **Basic Policy Excess:** the first amount you must pay towards every claim you make under this policy. The amount of the Basic Policy Excess will be shown on your policy schedule and will be determined by factors such as the age and experience of any authorised riders, the motorcycle claims history of any authorised rider and the type of motorcycle that we are insuring.
- **Inexperienced Rider Excess:** this excess is \$500 in addition to the Basic Policy Excess. The Inexperienced Rider Excess will apply to your policy if your motorcycle is being ridden by or is in the control and/or possession of any person who has held a full Australian motorcycle rider licence for less than two years.

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

## Section Seven: Claims Procedures

When your motorcycle 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 Dawes to make a claim in any of the following ways:

**Postal Address:** PO Box 2717, Taren Point, NSW 2229

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** [claims@dawes.com.au](mailto:claims@dawes.com.au)

You must also:

- take all reasonable steps to avoid further loss or damage;
- inform the police as soon as possible, but within 24 hours of the damage coming to your attention, if your motorcycle (or part of your motorcycle) is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
- within 30 days complete and give to us a claim form (if we ask you to complete a claim form);

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- 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 motorcycle in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two: Third Party Property Damage Cover you must:

- not without our consent in writing, make any admission of liability, offer, promise or payment in connection with that claim;
- forward to us every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against you and may:

- take over and conduct in your name the defence or settlement of any claim;
- prosecute in your name any right of recovery against other persons.

### **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 motorcycle, items, accessories, modifications and riding apparel. 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 motorcycle.

### **When your motorcycle 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 motorcycle. 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 motorcycle, we:

- will repair your motorcycle to return it to the condition it was in before the incident which damaged your motorcycle;
- will use new parts or parts consistent with the age and condition of your motorcycle;
- 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;

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- guarantee the quality of workmanship and materials for the life of the motorcycle (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 motorcycle assessor appointed by us inspecting the damage to your motorcycle, 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 re-gas or any modification required by law;
- may require you to contribute to the cost of the repairs if the repairs to your motorcycle leave it in a condition that is better than the condition it was in before the incident that caused the damage.

### **Riding apparel – how we will pay claims**

When your riding apparel or the riding apparel of any authorised rider or your or their pillion is lost or damaged and we have accepted a claim for the loss or damage, we will decide to either repair or replace the riding apparel or pay the cost of repairing or replacing the riding apparel.

If we decide to repair or replace the riding apparel, we will repair or replace the riding apparel with new materials or new riding apparel. We will make all reasonable endeavours to match the materials used for repairs or new riding apparel with the lost or damaged riding apparel. Where this does not achieve an exact match, materials or riding apparel that in our opinion match the lost or damaged riding apparel will be used.

If we decide to pay the cost of repairing or replacing the riding apparel, we will pay up to the limit shown in your policy schedule for riding apparel, subject to limits contained in the policy. The amount that we pay will be the current retail price or any lower price that we may obtain to replace the riding apparel, whichever is the lesser. Damaged riding apparel that we have replaced or cash settled you for as a result of a claim will become our property.

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## **Riding apparel – what we will not pay**

We will not pay:

- for repair or replacement of any undamaged riding apparel to match the riding apparel we have repaired or replaced;
- any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection.

## **Section Eight: General Conditions**

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

### **Failure to pay the insurance premium**

You must pay your insurance premium. We may take steps to cancel the contract of insurance for non-payment of the insurance premium.

### **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. This document applies to renewal unless we tell you otherwise.

### **Changing motorcycles**

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

For the policy to cover the new motorcycle:

- you must give us details of the new motorcycle within 14 days of acquiring it; and
- we must agree to cover the new motorcycle; and
- you agree to 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 the way your motorcycle is parked overnight or your motorcycle's usual overnight parking address**

You must notify us immediately in writing if:

- your motorcycle will no longer be parked overnight either permanently or temporarily, at the address you have declared to us as the address where your motorcycle is parked overnight; or

- 
- your motorcycle will no longer be parked overnight in the way that you have declared to us it would be parked overnight.

### **Making modifications to your motorcycle**

You must notify us immediately if your motorcycle is converted, altered or modified from the manufacturer's original specification for the model or series.

Your motorcycle and the modification will be covered if:

- we agree to cover the modification and your motorcycle; and
- you agree to pay us any additional premium required; and
- we confirm in writing the modification and your motorcycle is covered.

### **If you change the way you use your motorcycle**

You must notify us immediately if you:

- change the way you use your motorcycle from the way you have declared to us that you use your motorcycle; or
- change the number of times per week or per month that you ride your motorcycle from the number you have declared to us; or
- change the number of times per week or per month your motorcycle will be away from the address where it is stored, garaged or parked from the number you have declared to us; or
- have declared to us your motorcycle is not ridden and you will be riding your motorcycle.

### **If you want to add additional authorised riders**

You must notify us immediately if you want any additional rider of your motorcycle to be listed in your policy schedule as an authorised rider.

Additional riders will be covered if:

- we agree to cover the additional rider; and
- you agree to pay us any additional premium required; and
- we confirm in writing the additional rider is listed as an authorised rider in your policy schedule.

### **If you want to change any information or details in your policy please contact us**

Any change will be effective if:

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

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## **Cancellation**

The policy may be cancelled by:

- you at any time by notifying us in writing, in which case:
  - cancellation takes place when we receive the notice;
  - we will retain, or be entitled to retain, the premium for the period during which the policy was in force together with any non-refundable government taxes, levies and duties;
  - we will also retain the endorsement fee, administration fee and charge a cancellation fee if applicable;
- us on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth), as amended from time to time, in which case:
  - we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled; and
  - we will refund premium for the unexpired portion of the period of insurance.

You must provide us with any information we may require to enable us to process a refund of premium following any cancellation.

In the event of your motorcycle 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.



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