



# Dawes Motorcycle Insurance

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Product Disclosure Statement



# TABLE OF CONTENTS

<b>IMPORTANT INFORMATION</b>	<b>2</b>
Choice of repairer and parts policy	20
<b>WHAT THE POLICY COVERS</b>	<b>25</b>
Definitions applicable to all Sections of this Policy	25
Exclusions applicable to all Sections of this Policy	30
Conditions applicable to all Sections of this Policy	35
Policy Conditions	35
Claims Conditions and Procedure	39
<b>Section 1. Loss or Damage to Your Motorcycle</b>	<b>42</b>
What We will cover You for under Section 1. Loss or Damage to Your Motorcycle	42
Additional Benefits We provide under Section 1. Loss or Damage to Your Motorcycle	43
How We will pay a claim under Section 1. Loss or Damage to Your Motorcycle	47
<b>Section 2. Legal Liability Cover</b>	<b>51</b>
What We will cover You for under Section 2. Legal Liability Cover	51
Additional Benefits We provide under Section 2. Legal Liability Cover	51
Exclusions which apply to these Additional Benefits	52
Conditions which apply to these Additional Benefits	52
Our Limit of Liability under Section 2. Legal Liability Cover	52
<b>Section 3. Storage/Restoration Cover</b>	<b>53</b>
What We will cover You for under Section 3. Storage/Restoration Cover	53
Exclusions which apply to Section 3. Storage/Restoration Cover	53
Conditions which apply to Section 3. Storage/Restoration Cover	54

# IMPORTANT INFORMATION

## 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 14 March 2024.

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 this PDS and 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).

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 and handle and settle claims. 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

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

## Your Insurance Contract

When **You** buy the type of motor 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** at or prior to commencement of the **Policy** or when required or permitted by law 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 when required or permitted by law) will also apply for any offer of renewal **We** make, unless **We** tell **You** otherwise or issue **You** with a new and updated PDS or any SPDS.

If there is more than one **Insured** shown 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 the **Insureds**.

## Your Policy Schedule

**Your Policy Schedule** shows the type of cover **You** have, how **Your Motorcycle** is parked overnight 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 to take reasonable care not to make a misrepresentation' obligation. See page 4.

**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** away from rising floodwaters, hail/storms, or bushfires if it is safe to do so;
  - ensuring that the ignition keys are not left in **Your Motorcycle** when no one is with **Your Motorcycle**;
  - accompanying anyone test riding **Your Motorcycle** when it is being test ridden as part of **You** selling **Your Motorcycle**.
- 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 **Your Motorcycle** to be registered. **We** may reduce or refuse **Your** claim to the extent that **Your Motorcycle's** maintenance or condition contributed to or caused the loss.
- 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, then to the extent permitted by law **We** may do either or both of the following:

- reduce or refuse **Your** claim to the extent **We** are prejudiced by **Your** failure; and
- cancel **Your Policy**.

## Your Duty to take reasonable care not to make a misrepresentation

**You** must take reasonable care not to make a misrepresentation to **Us**. This responsibility applies until **We** issue **You** with a **Policy** for the first time or agree to renew, extend, vary/change, or reinstate **Your Policy**.

**You** must answer **Our** additional questions honestly, accurately and to the best of **Your** knowledge.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not a misrepresentation if **You** do not answer a question, or **Your** answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the **Policy**. If **You** are answering questions on behalf of anyone, **We** will treat **Your** answers or representations as theirs.

Whether or not **You** have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether **You** are represented by a broker, **Your** particular characteristics, and circumstances **We** are aware of.

**If You do not meet the above duty, We** may reject or not fully pay **Your** claim and/or cancel **Your Policy**. If the misrepresentation was deliberate or reckless, this is an act of fraud, and **We** may treat **Your Policy** as if it never existed.

If **Our** information or questions are unclear, please contact Dawes whose contact details are to be found in the 'Important Information' Section above.

## 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, for example **Schedules**, Supplementary PDSs, and/or endorsements. If they do, **We** will tell **You** before **You** enter into the **Policy** and in the relevant document. **We** may also issue other documents forming part of the PDS and the **Policy** where required or permitted by law.

## Benefits of the Cover – Section 1. Loss or Damage to Your Motorcycle

**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 Cover

Subject to the terms, conditions, limits, and exclusions of this **Policy** **You** will be covered for:

- **Accidental** or malicious damage to **Your Motorcycle** (including windscreen);
- storm, hail, **Flood**, or fire damage to **Your Motorcycle**;
- theft or attempted theft of **Your Motorcycle**; and
- **Your** legal liability for damage to the property of other people following an **Accident** involving **Your Motorcycle**.

**We** will choose (acting reasonably) 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 pay up to either the **Agreed Value** or **Market Value** whichever is shown on **Your Policy Schedule** or replace **Your Motorcycle** where the new for old benefit applies.

### The amount **You** are insured for (Sum Insured)

**Your** current **Policy Schedule** will show whether **You** are insured for **Agreed Value** or **Market Value**:

- **Agreed Value** – the dollar value stated in **Your Policy Schedule**. This may be altered by mutual consent.
- **Market Value** – the replacement value of **Your Motorcycle** with another **Motorcycle** of the same make, model, and condition as **Your Motorcycle** immediately prior to the date of its loss or damage but excluding costs and charges for stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

## Features & Additional Benefits Summary

The table below is a guide to the features and benefits of Comprehensive Cover. For full details please read this PDS including the **Policy** terms, conditions and exclusions.

Feature/Benefit	Summary of Cover
<p><b>Four years new for old Motorcycle replacement Motorcycle where You are the first registered owner (or You purchased a dealer demonstrator model with less than 1000km on odometer)</b></p>	<p>If <b>Your Motorcycle</b> is a <b>Total Loss</b> in the first 48 months from the date of first registration, <b>We</b> will replace it with a brand new <b>Motorcycle</b> of the same make and model (where available), or superseded model if the previous model is no longer available, or if neither are available pay up to the <b>Sum Insured</b> as shown on <b>Your Schedule</b>.</p>
<p><b>Emergency Repairs and/or Accommodation and Travel</b></p>	<p>Up to \$5,000 for reasonable and necessary accommodation, travel expenses, and/or emergency repairs incurred in relation to an insured <b>Accident</b> which occurs more than 150km from home.</p>
<p><b>Any Rider Cover</b></p>	<p>Any rider who does not live in the same household is covered under this <b>Policy</b>. The <b>Prescribed Age</b> Special Clause shown on <b>Your Schedule</b> applies. Any household riders must be approved by Dawes and listed on the <b>Policy Schedule</b> to be covered.</p>
<p><b>Recovery and Towing</b></p>	<p>Reasonable costs to move to authorised repairer or place of safety if <b>Your Motorcycle</b> is <b>Accidentally</b> damaged or recovered after being stolen.</p>
<p><b>Additional or Replacement Motorcycle</b></p>	<p>Cover for up to 14 days for additional or replacement <b>Motorcycles</b> up to a maximum <b>Sum Insured</b> of \$50,000 if <b>You</b> tell <b>Us</b> within 14 days of receiving the additional or replacement <b>Motorcycle</b>.</p>



Feature/Benefit	Summary of Cover
<b>Accessories &amp; Modifications (fitted to the Motorcycle)</b>	Covered as part of the <b>Sum Insured</b> if <b>We</b> are told about them and agree to cover them.
<b>Spare Parts &amp; Accessories</b>	<b>We</b> will pay up to \$25,000 for <b>Your Motorcycle's</b> spare parts & <b>Accessories</b> which are not fitted to <b>Your Motorcycle</b> and whilst they are being kept at the residence shown on <b>Your Schedule</b> . A \$1,000 Basic <b>Excess</b> applies to this benefit. <b>We</b> may seek reasonable proof of ownership in the event of a claim on this benefit.
<b>Cover for a Trailer</b>	Up to \$10,000 or <b>Market Value</b> (whichever is the lesser) if it is <b>Accidentally</b> damaged while attached to <b>Your Motorcycle</b> and is not insured by a policy entered into by a third party or required by law.
<b>Windscreen Glass Cover</b>	<b>We</b> will pay for damage to a windscreen when there is no other damage to <b>Your Motorcycle</b> , and <b>We</b> will not charge <b>You</b> an <b>Excess</b> for the first claim made under this benefit.
<b>Electric Motorcycles</b>	Up to \$1,000 for alternative transport if <b>You</b> cannot charge <b>Your Motorcycle</b> due to a reported power cut, up to \$2,500 towards the repair of a charging point at <b>Your</b> residence if <b>Your Motorcycle</b> has caused the damage.
<b>Choice of Repairer</b>	Included, or <b>We</b> can recommend a repairer for <b>You</b> if required.
<b>Express Air Freight Cover</b>	Up to \$5,000 for express air freight of repair parts only available overseas.

Feature/Benefit	Summary of Cover
<b>Hire Motorcycle Costs after an Accident or Theft</b>	If <b>Your Motorcycle</b> is stolen or involved in a covered <b>Accident</b> , <b>We</b> will pay up to \$150 per day, capped at \$3,000 in total for the cost to hire a <b>Motorcycle</b> (for <b>Motorcycles</b> insured on a 'Regular use' basis).
<b>Personal Property</b>	Cover up to \$5,000 in total (\$2,500 per item) if damaged in an insured <b>Accident</b> or theft (excluding money, cheques, credit or debit cards and property used for earning income but including riding apparel).
<b>Locks &amp; Keys</b>	<b>We</b> will pay the cost of replacing <b>Your Motorcycle's</b> locks, keys, and transponder, up to \$5,000 if they are lost or stolen (and reported to <b>Us</b> and the police as soon as reasonably possible). No <b>Excess</b> will apply to this benefit.
<b>Returning Your Motorcycle to You upon Completion of Repairs</b>	<b>We</b> will pay the reasonable costs of returning <b>Your Motorcycle</b> to <b>You</b> if the repairer's premises are more than 100km from <b>Your</b> residence or place of work.
<b>Dealership Loan Motorcycle Excess</b>	Up to \$2,500 once during the <b>Period of Insurance</b> for any <b>Excess You</b> must pay under <b>Your</b> loan <b>Motorcycle</b> agreement for any loan <b>Motorcycle</b> provided from the repairer whilst <b>Your Motorcycle</b> is undergoing warranty or service work.
<b>Motorcycles in Transit</b>	<b>We</b> will cover <b>Your Motorcycle</b> in full up to the <b>Agreed Value</b> or <b>Market Value</b> , whilst it is being transported within Australia by train, <b>Trailer</b> , truck, or any other transport service including sea transport.

Feature/Benefit	Summary of Cover
<b>Paint Protection Film (PPF) &amp; Ceramic Coating</b>	<p>Covered up to \$10,000 or replacement value (whichever is the lesser) if PPF existed at the time of claim.</p> <p>Ceramic Coating if applied during the last <b>Period of Insurance</b> and proof of payment/application is provided at claim time.</p> <p><b>We</b> will only cover areas of <b>Your Motorcycle</b> which were damaged as part of the claim.</p>
<b>Domestic Violence Cover</b>	<p>No <b>Excess</b> applies to any claim under this <b>Policy</b> if the claim is for damage arising from a deliberate act by a current or former spouse or partner of <b>Yours</b>; or of any <b>Authorised Rider</b> listed on <b>Your Policy</b>; and the incident has been reported to the police as soon as reasonably possible.</p>
<b>Salvage Rights</b>	<p>If <b>Your Motorcycle</b> has a build date of 25 years or older (as indicated on the manufacturer's installed build plate) and in the event <b>Your Motorcycle</b> is declared a <b>Total Loss</b> under Section 1. Loss or Damage to <b>Your Motorcycle</b>, <b>We</b> will allow <b>You</b> to retain the salvage of <b>Your Motorcycle</b> free of charge.</p>

**Payment of reasonable amounts of any costs, charges, expenses and fees under this Policy**

In order to be sure **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur legal costs and expenses **You** wish to claim. If **You** do not, **We** will pay costs and expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first.

## Section 2. Legal Liability Cover

Legal liability cover is provided under comprehensive cover.

**You** will be insured for up to the legal liability limit shown on **Your Schedule** 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** does not cover property that **You**, or the person responsible for the damage, own or have in **Your** or their custody or possession.

**We** will not pay more than the liability limit shown on **Your Schedule** in the aggregate for all claims during the **Period of Insurance** under this Section.

## Section 3. Storage/Restoration Cover

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 other than whilst **Your Motorcycle** is being loaded on or off a **Trailer** or other method of transportation for **Your Motorcycle**. There is no cover under Section 2. Legal Liability Cover of this **Policy**.

**You** are covered for some of the Additional Benefits provided in Section 1. Loss or Damage to **Your Motorcycle**. This 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 two of these special conditions are as follows:

### Overnight Parking

If **Your Motorcycle** is parked:

- at or within a 500 metre radius of the **Usual Overnight Off-Street Parking** category and address shown on **Your Schedule**; and
- between the hours of 10.00pm and 5.00am;

**You** must park **Your Motorcycle** at the Overnight Parking address in accordance with that category of **Usual Overnight Off-Street Parking**.

**You** must also notify **Us** of a change of the Overnight Parking address shown on **Your Schedule** as soon as reasonably possible after that change.

If **You** do not comply with any of these conditions **We** can reduce or refuse to pay a claim to the extent that **We** are prejudiced by that failure.

## Your Excess

The **Excess** is the amount **You** must contribute towards the cost of any claim **You** make. The **Excesses** applicable will be shown in **Your Policy Schedule**. If **We** settle **Your** claim by cash settlement **We** will deduct the **Excess** from the amount **We** pay **You**. In other circumstances, **You** may need to pay the **Excess** as a contribution to the repair or replacement. Some claims will have nil **Excess** applied, this is when a third party was at fault and **You** have provided sufficient details or information that would reasonably allow **Us** to identify the third party so that **We** can exercise **Our** rights of recovery. **We** will be solely responsible for determining who was responsible for the **Accident** and **We** will act reasonably when making **Our** decision.

**You** may have to pay more than one **Excess**.

The **Excesses You** may be required to pay are:

- Basic **Policy Excess**;
- Additional Voluntary **Excess**: The amount **You** choose to pay in addition to the Basic **Excess** in order to reduce **Your** premium.

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 the Basic **Policy Excess** referred to above or impose additional **Excesses**, this will be shown on **Your Policy Schedule**.

## Cost of the Policy & Paying for the Insurance

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 that **We** calculate when considering all the factors which make up the risk, such as but not limited to:

- the type of **Motorcycle**;
- the age of the **Motorcycle**;

- where and how **You** park **Your Motorcycle** overnight;
- the age of any riders;
- the **Sum Insured** of the **Motorcycle**;
- **Your** previous claims and/or riding history as well as that of others who may ride **Your Motorcycle**;
- **Your** riding and driving record as well as that of others who may ride **Your Motorcycle**;
- how often **Your Motorcycle** is ridden.

For example:

**Regular use:** for **Motorcycles** used regularly. Either ridden to/from a usual place of work, or as a main form of transport.

**Recreational use:** for **Motorcycles** used on a limited basis, e.g. at weekends only, where the insured has another main form of transport.

**Storage/restoration:** for **Motorcycles** that are not registered for use on the road (e.g., **Race Bikes**) or **Motorcycles** that are currently undergoing significant restoration.

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.

There are three types of claims:

*At fault claims* are defined as claims where **You** are at fault or partially at fault, and an **Excess** was payable. This may affect **Your** premium.

*Unrecovered claims* are defined as claims where a third party was at fault, but a recovery was not made, either due to the third party being unidentified or uninsured. Fire and theft claims are also considered unrecovered claims. This may affect **Your** premium.

*Not at fault claims* are defined as claims which are recoverable and nil **Excess** applied, i.e., a third party was at fault and **You** have provided sufficient details or information that would reasonably allow **Us** to identify the third party so that **We** can exercise **Our** rights of recovery.

Weather-related claims are also considered not at fault, e.g., hail/storm/**Flood**. **You** still need to notify **Us** of these types of claims, but they are unlikely to affect the cost of **Your** premium.

## Other costs, fees and charges

Other costs, fees and charges that may be applicable to the purchase of **Your Policy** include:

Cost or Fee	Details
<b>Agency Fee</b>	An agency fee of up to \$550 inclusive of GST is payable by <b>You</b> to cover the cost of preparing and distributing <b>Your Policy</b> . <b>Your</b> agency fee is noted on <b>Your Policy Schedule</b> 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.
<b>Refund of Premium and Cancellation</b>	<b>You</b> may cancel <b>Your Policy</b> at any time. If <b>You</b> choose to cancel <b>Your Policy</b> , <b>We</b> will retain a portion of premium that relates to the period for which <b>You</b> have been insured. <b>We</b> will refund the residual for the unexpired period, less any non-refundable government taxes or charges.
<b>Endorsement Fee</b>	<p>Any change that results in an additional premium to <b>Your Policy</b> such as but not limited to:</p> <ul style="list-style-type: none"><li>• Change of <b>Motorcycle</b></li><li>• Additional <b>Motorcycle</b></li><li>• Remove <b>Motorcycle</b></li><li>• Change of address</li><li>• Additional riders</li></ul> <p>throughout the <b>Period of Insurance</b> may incur an endorsement fee of \$22 inclusive of GST and will be shown in <b>Your</b> endorsement <b>Schedule</b>. The endorsement fee is not refundable in the event of cancellation.</p>
<b>Commissions</b>	SGL, SGUAS and Dawes may receive a commission payment from <b>Us</b> when <b>Your Policy</b> is issued and renewed. If <b>You</b> cancel <b>Your Policy</b> , this commission payment may be non-refundable. For details of the relevant commission paid, please refer to <b>Your Policy Schedule</b> , FSG, or contact SGL, SGUAS or Dawes directly.

## **What happens if You do not pay the cost of Your Policy by the due date?**

**We** may 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. **We** will do this in accordance with the process set out in the 'Cancellation' Section. Unless **We** tell **You**, any payment reminder **We** send does not change the expiry of **Your** cover or the due date of **Your** premium.

## **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.

The Code Governance Committee ('CGC') is an independent body that monitors and enforces insurers' compliance with the Code.

**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 PDS.

For more information on the CGC go to <https://insurancecode.org.au/>.

## **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 [www.apra.gov.au](http://www.apra.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, or wish to confirm a transaction, including a claim, or **You** have any other queries regarding **Your Policy**, please use the contact details on the back cover.

Alternatively, if **You** wish to automatically receive the confirmation of the transaction after it occurs e.g. at the conclusion or settlement of the claim, please contact **Us**.

## Dispute Resolution Process

If **You** are dissatisfied with **Our** service in any way please contact Daves by:

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

**Phone:** +61 2 9307 6653

**Email:** servicefeedback@steadfastagencies.com.au

Daves will attempt to resolve the matter in accordance with the Daves internal dispute resolution procedures. To obtain a copy of **Our** procedures please contact **Us** using the details above.

If **We** do not make a decision within the period that **We** tell **You We** will respond, **We** will tell **You** about **Your** right to lodge a complaint with an external dispute resolution scheme. If **You** are not happy with **Our** response, **You** can refer **Your** complaint to AFCA at any time subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference.

AFCA's contact details are:

The Australian Financial Complaints Authority

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

## Before Purchasing Motorcycle Insurance

### Obligations You need to know about before You take out insurance

This document explains the cover available and **Your** rights and obligations. It also explains what may happen if **You** do not meet those obligations. **You** should ensure **You** understand the **Policy** terms, conditions, limits, and exclusions before taking out the insurance.

Information **We** may ask for when **You** apply:

- sales receipt for **Your Motorcycle**, if purchased recently;
- registration papers;
- a series of current photographs of **Your Motorcycle**;
- finance contract, if under finance;
- insurance record or latest renewal from **Your** previous insurer;
- the traffic record for all requested riders. For example, **We** may ask **You** to obtain a written copy of all reasonable driving/riding records from the appropriate authority;
- a list of all **Accessories** and **Modifications** plus their values.

### When confirming details already supplied to Us

If **We** ask **You** to return **Our Application** form, follow the instructions provided and ensure all questions are answered fully and honestly. Sign the **Application** form and return it.

Carefully check all the information on the documents that **We** provide to **You**. If the information is correct, please provide payment. If the information is not correct or there is information missing, it is **Your** responsibility to inform **Us** that the information is incorrect or missing.

### When You are completing Our Application form

Follow the instructions provided with the **Application**. Ensure all questions are answered and the **Application** form signed and dated. Do not forget **You** are answering all the questions for all the riders on the **Application** form. **You** are reminded of **Your** Duty to take reasonable care not to make a misrepresentation.

## 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. If **You** do, **We** may reduce or refuse **Your** claim to the extent **We** are prejudiced.

## 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; make offers of products and services provided by **Us**, **Our** related companies, brokers, intermediaries, business partners and others that **We** have an association with 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).

If **You** do not provide **Your** personal information **We** require, **We** may not be able to provide **You** with **Our** services, including settlement of claims.

### **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** (such as a financier or **Motorcycle** manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### **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 EST, 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.

## Your consent

By providing **Us** with personal information **You** and any other person **You** provide personal information for, consent to these uses and disclosures until **You** tell **Us** otherwise. If **You** wish to withdraw **Your** consent, including for things such as receiving information on products and offers by **Us** or persons **We** have an association with, please contact **Us**.

## Making a Claim

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

## When You need to make a claim

**We** may deduct any outstanding premium from a claim settlement. **You** must tell **Us** about the claim as soon as reasonably possible and give **Us** all information **We** reasonably require about the claim. This can be done by telephone or email. **We** will forward **You** a claim form for completion.

## 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**. In both instances **We** will work closely with the repairer to strive to achieve the best repair outcome for **You**, however, **We** may require a second quotation from a repairer chosen by **Us**. **We** will then choose (subject to any relevant **Policy** limits and acting reasonably) to:

- authorise the repairs at **Your** repairer of choice;
- pay **You** the reasonable cost of repairing **Your Motorcycle**; or
- move **Your Motorcycle** to a repairer **We** both agree will repair **Your Motorcycle**.

If **We** authorise repairs, **We**:

- will guarantee the quality of workmanship and materials for the life of **Your Motorcycle** (subject to wear and tear);
- 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** or other items that are the subject of **Your** claim. If **You** cannot provide this proof, **We** may not pay **You**.

### **Paying Your Excess**

An **Excess** is an amount **You** will need to pay as a contribution to a claim under this **Policy**. If **We** settle **Your** claim by cash settlement **We** will deduct the **Excess** from the amount **We** pay **You**. In other circumstances, **You** may need to pay the **Excess** as a contribution to the repair or replacement. In some circumstances an **Excess** may not be applicable, see Section **Your Excess**.

### **How You must co-operate**

In the event of a claim, **You** have an obligation to provide all reasonable assistance and co-operation in settling the loss. **You** must provide reasonable 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 **We** do either of these, **We** will act reasonably having regard to **Your** interests.

### **If Your Motorcycle is a Total Loss**

If **Your Motorcycle** is a **Total Loss** and **We** will:

- pay **You** the **Agreed Value**; or
- pay **You** the current **Market Value**; or
- replace **Your Motorcycle** under the New for Old benefit;

less any applicable **Excess**, then depending on the cover purchased, this **Policy** comes to an end and no refund of the

premium is due to **You**. Any remaining premium must be paid or may be deducted from settlement. Once **We** have paid **You**, **Your Motorcycle**, including all **Accessories** and **Modifications** advised to **Us**, becomes **Our** property. At **Our** discretion (and if safe to do so), **You** may reclaim **Your Motorcycle** if **You** pay the salvage price (unless **Your Motorcycle** is 25 years or older, in which case **You** are entitled to retain the salvage at no cost). 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** for the reasonable costs 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**.

### **How does a claim affect Your premium**

**Your** premium may increase upon next renewal due to lodgement of any claim unless:

- the **Accident** was entirely the fault of the other driver/rider; and
- **You** can give **Us** the name and address of the other driver/rider and the registration of the vehicle they were driving/riding or any other information that would reasonably allow **Us** to identify the person so that **We** can exercise **Our** rights of recovery.

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

### **GST**

All **Sums Insured** as shown on **Your Schedule**, being either **Market Value** or **Agreed Value** are inclusive of GST. In the event of a claim all amounts **We** pay will be inclusive of GST. If **You** are registered for GST purposes, **We** will reduce any claimed amounts paid to **You** by the appropriate input tax credit that **You** are or may be entitled to claim from the Australian Tax Office.

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 unsure about the taxation implications of this **Policy**, **You** should seek advice from **Your** accountant or tax professional.

## Making Changes to Your Policy

Changes that **You** must advise **Us** of:

- selling **Your Motorcycle**, replacing **Your Motorcycle** with another **Motorcycle**;
- modifying **Your Motorcycle** in any way;
- changing the way **Your Motorcycle** is parked overnight;
- changing the address where **Your Motorcycle** is parked overnight;
- changing **Your Authorised Riders**;
- changing the way **You** use **Your Motorcycle**.

When **We** receive this information, **We** may:

- propose changes to the terms and conditions of **Your Policy**;
- propose to charge **You** additional premium;
- cancel **Your Policy** if there is a change and **We** can't reach an agreement with **You** on altered terms and conditions or premium, or **We** are no longer prepared to insure **You** because there has been a material change to the risk; or
- decide not to offer to renew **Your Policy**.

If **You** do not provide the information as soon as reasonably possible, **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by the delay or failure to provide this information.

## Cancelling Your Policy

**We** may cancel **Your Policy** at any time by writing to the address last provided to **Us**.

**We** have the right to cancel this **Policy** where permitted by law in certain circumstances.

These include:

- if **You** failed to comply with **Your** Duty to take reasonable care not to make a misrepresentation;



- where **You** have failed to comply with a provision of **Your Policy**, including a term relating to payment of premium;
- where **You** have made a fraudulent claim under **Your Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**; or
- where **We** are otherwise permitted to do so by law.

If **We** cancel the **Policy**, **We** will give **You** at least 3 business days' notice in writing before the cancellation date, either:

- in person to **You** or **Your** agent;
- electronically;
- by post to the address **You**'ve given **Us**.

**You** may cancel **Your Policy** at any time in writing. If **You** do this, **We** will retain 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 agency fee and any endorsement fee will not be refunded. **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** by **Your** broker electronically to **Your** last email or 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 reasonably possible.

## If You sell or give away Your Motorcycle

This **Policy** comes to an end with immediate effect from the date **You** finalise the sale of, or give away **Your Motorcycle**. **You** should advise **Us** in writing of the disposal as soon as reasonably practical after the sale of **Your Motorcycle** and **We** will refund the premium due to **You** from the date **You** disposed of **Your Motorcycle**. Proof of sale may be required in some circumstances when the date of sale is more than 14 days in the past. Refund of the premium is less the premium for the period that **You** have been insured with **Us** and all or part of any government taxes, levies or duties. The agency fee and any endorsement fee will not be refunded as these are costs that **We** have incurred.

## WHAT THE POLICY COVERS

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

### Definitions applicable to all Sections of this Policy

**We** use words and expressions in this PDS which have specific meanings. Where they appear throughout the **Policy** they are in bold font, start with a capital letter and have the meaning set out below.

**Accessories** means any extra item or option fitted and permanently fixed to **Your Motorcycle** as delivered from the manufacturer.

**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.

**Accident/Accidental** means a sudden and identifiable event which happens unexpectedly and is unintended by **You**.

**Act of Terrorism** means 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 de facto, 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** means the dollar value stated in **Your Policy Schedule**. This may be altered by mutual consent.

**Application** means 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**.

**Authorised Rider** means:

- a person who holds an Australian or New Zealand full rider's licence or provisional rider's licence and is over the **Prescribed Age**, provided they do not live in the same household as **You** or at the address shown in **Your Schedule** as **Your Usual Overnight Off-Street Parking** location; or
- a person who holds an Australian or New Zealand full rider's licence or provisional rider's licence; and is over the **Prescribed Age**; and who lives in the same household as **You** or at the address shown in **Your Schedule** as **Your Usual Overnight Off-Street Parking** location; and is listed on **Your Policy Schedule** as an **Authorised Rider**;
- regular riders who use **Your Motorcycle** more than once a month on average need to be listed on **Your Policy Schedule** as an **Authorised Rider**. Additional riders may affect **Your** premium. Some riders may not meet **Our** acceptance criteria for coverage and may not be eligible to be covered as **Authorised Riders**.

**Battery Operated Electric Motorcycle** means a **Motorcycle** that operates solely on one or more electric motors that are powered by a battery within the **Motorcycle** and which requires charging from an external power source.

**Business Use** means the use of **Your Motorcycle** in connection with **You** or the **Authorised Rider's** business or occupation.

**Electric Motorcycle** means any **Battery Operated Electric Motorcycle**.

**Excess** means the amount of money **You** must contribute towards the cost of each claim **You** make under this **Policy**. The amount of the **Excess** is shown in **Your Policy Schedule**.

**Family** means **Your** spouse, **Your** domestic partner who lives with **You**; **Your** parents or parents-in-law who live with **You**; **Your** children and children of **Your** spouse, domestic partner or de facto (not being **Your** children) who live with **You**.

**Flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

**Hybrid Motorcycle** means a **Motorcycle** that uses both an internal combustion engine and one or more electric motors that are powered by a battery within the **Motorcycle**.

**Locked Shed** means a fully enclosed and lockable shed.

**Market Value** means the replacement cost of **Your Motorcycle, Accessories, Trailer** or sidecar with another **Motorcycle** of the same or similar age, make, model, distance travelled and condition as **Your Motorcycle, Accessories, Trailer** or sidecar 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.

**Modification** means any change to **Your Motorcycle** which increases the performance, detracts from the safety or changes the characteristics of **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, handlebars or seating area.

**Motorcycle** means a mechanically propelled machine having three or less wheels either registered for use on public roads or capable of such registration. **Motorcycle** includes the **Motorcycle's** components, permanently affixed sidecars, **Accessories** (including where **You** have declared them to **Us**, **Electric Motorcycle** chargers owned by **You**, charging cables and adaptors for such cables), tools, and spare parts usually

supplied by the manufacturer and installed or attached to the **Motorcycle** or specified in the **Policy Schedule** as **Accessories** or **Modifications** as shown on **Your Policy Schedule**. **Motorcycle** includes **Electric Motorcycles**.

**Period of Insurance** means the period stated in **Your Policy Schedule** unless ending earlier in accordance with the terms of this **Policy** or any relevant law.

**Policy** means **Your** contract of insurance with **Us**, and includes this document, **Your Policy Schedule**, and any other document **We** tell **You** where required or permitted by law, forms part of **Your Policy** at the commencement of the **Policy**.

**Prescribed Age** means the age shown in **Your Schedule** that any **Authorised Rider** must be in order to be covered by this **Policy** when in control of **Your Motorcycle**.

**Race Bike** means a **Motorcycle** built or modified whether capable of obtaining on-road registration or not, with the intention of being used in any capacity whatsoever:

- on a racetrack;
- on a closed course circuit, skid pan or pre-defined course;
- for parade laps; or
- off-road rally.

**Schedule** means the document headed **Schedule** containing the premium advice, renewal invitation and **Your Policy** number, together with the details of **Your** cover.

**Substitute Motorcycle** means a **Motorcycle** which **You** do not own, is similar to **Your Motorcycle** and which has been borrowed or hired because **Your Motorcycle** is not able to be ridden.

**Sum Insured** means the **Agreed Value** or **Market Value**, whichever is stated in **Your Policy Schedule**.

**Total Loss** means:

- the amount **We** assess as the repair costs to **Your Motorcycle** plus the value of the wreck exceeds the **Sum Insured**; or
- **Your Motorcycle** is stolen and not recovered within 21 days; or
- having considered all available information and relevant laws, it is reasonable to determine that it would be unsafe or uneconomical to repair **Your Motorcycle**.

**Trailer** means a wheeled vehicle having no independent power source which is designed to attach to a powered vehicle in order to be towed.

**Usual Overnight Off-Street Parking** means that category of overnight parking which **You** have declared to **Us** and which is shown in **Your Policy Schedule** as the location where **Your Motorcycle** is normally parked between the hours of 10.00pm and 5.00am. Unless otherwise agreed by **Us** in writing, the category **You** have declared must be one of the six acceptable categories set out below:

- **Caged in a Communal Car Park**, which means an individual, lockable cage within an undercover or underground communal parking area.
- **Uncaged in a Communal Car Park**, which means 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.
- **Carport not Visible from Street**, which means an open-sided shelter for a **Motorcycle**, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a **Motorcycle**, so that the **Motorcycle** is not visible from the street to passers-by (e.g., on a large plot of land or situated behind a house / trees / wall).
- **Carport Visible from Street**, which means an open-sided shelter for a **Motorcycle**, commonly formed by a roof projecting from the side of a building, or on freestanding supports, which entirely covers a **Motorcycle**, but the **Motorcycle** would be visible from the street to passers-by.
- **Driveway / Off Street**, which means an open-air parking area on private property.
- **Individual Garage**, which means a fully enclosed garage comprising four adjoining walls and a roof, with a lockable door for **Motorcycle** access, which could also include a **Locked Shed**.

**Usual Overnight Parking Address** means the residential address **You** have declared to **Us** as the address where **Your Motorcycle** is normally parked overnight.

**We, Us, Our, Insurer** means Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708, GPO Box 9870, Melbourne VIC 3000.

**Your Motorcycle** means the **Motorcycle** noted on the **Policy Schedule** as being insured by this **Policy** and any replacement **Motorcycle** if it is covered by the terms of this **Policy**.

**You, Your, Yourself, Insured** means the insured person or entity named in **Your Policy Schedule**.

## Exclusions applicable to all Sections of this Policy

The following Exclusions apply to all Sections of **Your Policy**. There are other Exclusions which apply only to the Section in which they are used.

If there is any conflict between an Exclusion set out below and an Exclusion within an individual Section, the Exclusion within the individual Section will take precedence.

**We** will accept a claim if it's clear that none of the Exclusions caused, gave rise to, or is in any way connected with, the loss, damage or liability.

1. There is no cover under this **Policy** for any loss, damage or liability, cost or expense caused by, arising from or connected with:
  - a. **Your Motorcycle** being ridden by **You** or an **Authorised Rider** who:
    - i. was under the influence of any drug or intoxicating liquor, or had a blood or breath alcohol reading in excess of that permitted by law;
    - ii. refused to undertake a breath or blood test when lawfully required to do so;
    - iii. was found to have been riding under the influence of any drug or alcohol;
    - iv. left the scene of the **Accident** before being permitted by law to do so, without any reasonable excuse.

**We** will pay a claim for **You**, but not the **Authorised Rider** in charge of **Your Motorcycle**, if **You** can prove to **Us** that:

- **You** were not the rider of **Your Motorcycle** when the incident leading to the claim occurred; and
- **You** had no reason to suspect that the rider was affected by alcohol or any drug.

**We** may recover the cost of **Your Motorcycle's** damage from the rider or the person in charge of **Your Motorcycle** at the time.

- b. **You** and any **Authorised Rider** or other person riding **Your Motorcycle** with **You** consent who:
  - i. was under the influence of any drug or intoxicating liquor, or had a blood or breath alcohol reading in excess of that permitted by law;
  - ii. refused to undertake a breath or blood test when lawfully required to do so, and **You** knew or should reasonably have known when **You** gave consent, that the **Authorised Rider** or other person was, or would be at the relevant time, so affected by intoxicating liquor or drugs;
- c. **Your Motorcycle** was being ridden by a person who was not licensed or authorised to be riding or was not abiding by the conditions of their licence.

However, this Exclusion will only apply if **You** knew or should reasonably have known that such person was not so licensed.

- 2. 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 replacement or **Substitute Motorcycle** covered by this **Policy**) was:

- a. not parked in the category of **Usual Overnight Off-Street Parking** **You** declared to **Us** and is shown in **Your Policy Schedule** and/or if **You** fail to notify **Us** of an change of address.

However, this Exclusion will only apply if:

- i. loss or damage to **Your Motorcycle** occurred between the hours of 10.00pm and 5.00am; and
  - ii. **Your Motorcycle** was parked at a location at or within a 500-metre radius of **Your Usual Overnight Off-Street Parking** address;
- b. being used by **You**, or an **Authorised Rider** for any unlawful purpose and such use contributed to, or caused the **Accident**;



- c. being ridden by **You**, or an **Authorised Rider** with willful or reckless intent;
- d. being ridden by a person who was not an **Authorised Rider** except when ridden by:
  - i. a person involved in the motor trade or a motor engineer for the sole purpose of overhaul, upkeep, repair or sale of **Your Motorcycle**;
  - ii. an employee of any parking station or valet service, for the sole purpose of parking **Your Motorcycle**;
  - iii. 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 of, a person other than **You** or an **Authorised Rider**;
- e. ridden by any person for a test ride as part of **Your** intention to sell **Your Motorcycle** if **You** do not accompany that person on the test ride, but only to the extent that **We** are prejudiced by the failure for **You** to accompany that person;
- f. being used whilst in an unsafe or unroadworthy condition to the extent **We** are prejudiced by the unsafe or unroadworthy condition. However, **We** will not refuse **Your** claim if loss, damage or liability was not caused, or contributed to by the unsafe or unroadworthy condition of **Your Motorcycle**;
- g. damaged intentionally by **You** or an **Authorised Rider**, or with intent to defraud;
- h. being used for learner rider tuition or being ridden by a learner rider;
- i. outside Australia, except when being transported between places within Australia including at sea;
- j. being used on a race track or other road closed to public use, for the purposes of or in preparation for any type of race or time trial, reliability trial, speed testing or hill climbing;
- k. used in an experiment, test, trial, demonstration or to tow some other **Motorcycle** in connection with the motor trade;
- l. being ridden on any road that is not a government-gazetted road maintained by a Local, State, Federal or Territory government agency or authority;

- m. on hire to another person or used to carry passengers or goods for hire or reward.
3. There is no cover under this **Policy**:
- a. notwithstanding anything contained in this **Policy** to the contrary, **We** shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction;
  - b. for any loss or damage to **Your Motorcycle** caused by, or arising out of, the use of a fuel system that does not meet the compliance standards set by the Australian Design Rules or the New Zealand Transport Agency, or is not certified as compliant by any external body lawfully authorised to certify compliance with the law relating to the use of fuel systems which may otherwise be considered to be non-approved;
  - c. resulting from depreciation or normal wear and tear; some examples of what **We** don't pay for are degregation or gradual damage to a **Motorcycle** that occurs as part of use of the **Motorcycle** over time;
  - d. for the cost of rectifying pre-existing damage, faulty repairs, or the increased cost of repairing **Your Motorcycle** due to previous damage and/or repairs;
  - e. for the cost of replacing an entire set and/or pair when not all the set and/or pair is damaged. However this Exclusion will only apply if **We** are unable to replace that portion of the set or pair that has actually been lost or damaged;
  - f. for mechanical, structural, electrical, or electronic breakdown or failure, unless caused by an **Accident** otherwise covered under this **Policy**;
  - g. for loss or damage to tyres by application of brakes, road cuts, punctures or bursts;

- h. for loss or damage at any time including following an **Accident**, theft, breakdown or loss or theft of **Your Motorcycle's** keys or other devices providing access to **Your Motorcycle**, unless **You** or the **Authorised Rider** have taken reasonable steps to safeguard **Your Motorcycle**;
- i. for Overnight Street Parking unless **Your Policy Schedule** is endorsed to include Overnight Street Parking;
- j. for loss of or damage to **Your Motorcycle** by lawful repossession, seizure or other operation of law;
- k. for loss of or damage to, or caused by paint protection film (PPF) or Ceramic coating if it was not already applied to **Your Motorcycle** at the time of the loss or damage;
- l. for loss or damage caused by rust or corrosion, unless arising from an event covered under **Your Policy**;
- m. for any claim, damage, loss, liability cost or expense arising out of the existence of asbestos in any form or quantity that is not the result of an **Accident** involving **Your Motorcycle**;
- n. for **Your Motorcycle** if it is being ridden on rails;
- o. for consequential loss of any kind, including loss of income, reduction in working life of **Your Motorcycle**, depreciation or lessening of **Your Motorcycle's** value, or loss of use of **Your Motorcycle**;
- p. if any anti-theft device which **You** have told **Us** is installed on or in **Your Motorcycle** is not in good working order (but only to the extent that this causes or contributes to loss or damage);
- q. if **Your Motorcycle** is not locked and the keys (or other locking devices) are not removed when it is unattended;
- r. for loss damage or liability if **Your Motorcycle** has been modified from the manufacturers' original specification for the model and series, unless such **Modifications**:
  - i. have been disclosed to and agreed to in writing by **Us** as shown on **Your Schedule**; or
  - ii. did not contribute to loss or damage;

- s. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with an **Act of Terrorism** or any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**;
- t. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities (whether war 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;
- u. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- v. for loss, damage, liability cost or expense directly or indirectly arising from or in any way connected with any nuclear weapon or nuclear weapons material.

## Conditions applicable to all Sections of this Policy

The following Conditions apply to all Sections of **Your Policy**. There are other Conditions which apply only to the Section in which they are used.

If there is any conflict between a Condition set out below and any Condition within an individual Section, the Condition within the individual Section will take precedence.

If **You** do not comply with these Conditions, **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by failure to comply.

### Policy Conditions

- a. Payment of the Premium

**You** must pay **Your** premium. If **You** do not pay **Your** premium by the due date or if **Your** payment method is dishonoured and **We** have not received **Your** payment by the due date, **We** may cancel the **Policy** for non-payment of the premium.

b. Cancellation

This **Policy** may be cancelled by:

- i. **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 government taxes, levies and duties which **We** are unable to recover. **We** will also retain any applicable endorsement and/or agency fee.
- ii. **Us** in certain circumstances. These include:
  - if **You** failed to comply with **Your** Duty to take reasonable care not to make a misrepresentation;
  - where **You** have failed to comply with a provision of **Your Policy**, including a term relating to payment of premium;
  - where **You** have made a fraudulent claim under **Your Policy** or under some other contract of insurance that provides cover during the same period of time that the **Policy** covers **You**; or
  - where **We** are otherwise permitted to do so by law.

If **We** cancel the **Policy** **We** may do so by giving **You** at least three business days' notice in writing of the date from which the **Policy** will be cancelled. **We** will give **You** written notice via one of the following ways:

- give it to **You** or **Your** agent in person;
- deliver it electronically where **You** have agreed to receive documentation electronically and **We** are allowed by law; or post it to the address last notified to **Us**.

**We** will refund premium for the unexpired portion of the **Period of Insurance**. **You** must provide **Us** with any information **We** may reasonably require to enable **Us** to process a refund of premium following any cancellation.

- iii. In the event of **Your Motorcycle** being declared a **Total Loss**, this **Policy** will come to an end. No refund of premium will be made for any unexpired period of the **Policy** regardless of who was at fault for the **Total Loss**.

c. Renewal procedure

At least 14 days prior to the expiry of **Your** current **Policy**, **We** will send **You** a notice advising whether **We** will offer renewal or not and on what terms. If **We** offer renewal, any changes to the premium or the cover provided by the **Policy** will be detailed in the renewal invitation.

d. Changes **You** must tell **Us** about

i. Changing **Your** address

**You** must notify **Us** as soon as reasonably possible if **You** change **Your** address, whether temporarily or permanently.

ii. Changing **Your** Overnight Parking arrangements

**You** must notify **Us** as soon as reasonably possible in writing if:

- **Your Motorcycle** will no longer be parked overnight 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.

iii. Making **Modifications** to **Your Motorcycle**

**You** must notify **Us** as soon as reasonably possible if **Your Motorcycle** is converted, altered, or modified from the manufacturer's original specification for that 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.

iv. Changing the way **You** use **Your Motorcycle**

**You** must notify **Us** as soon as reasonably possible if **You**:

- change the way **You** use **Your Motorcycle** from the way **You** have declared to **Us** that **You** use **Your Motorcycle**; or

- materially change the average frequency of use that **Your Motorcycle** is ridden, from what **You** have declared to **Us** as shown on **Your Schedule**; or
  - materially change the parking type and/or, the address of where **Your Motorcycle** is normally stored, garaged, or parked, (including secondary addresses) from the address and parking type **You** have declared to **Us** as shown on **Your Schedule**; or
  - have declared to **Us** that **Your Motorcycle** was not previously being ridden, but that **You** will now be riding **Your Motorcycle**.
- v. Adding additional regular **Authorised Riders**
- You** must notify **Us** as soon as reasonably possible 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 **We** require; and
  - **We** provide written confirmation that the additional rider is listed as an **Authorised Rider** in **Your Policy Schedule**.
- vi. Changing information or details in **Your Policy**
- When **We** receive this information, **We** may:
- propose changes to the terms and conditions of **Your Policy**;
  - propose to charge **You** additional premium;
  - cancel **Your Policy** if there is a change and **We** can't reach an agreement with **You** on altered terms and conditions or premium, or **We** are no longer prepared to insure **You** because there has been a material change to the risk; or
  - decide not to offer to renew **Your Policy**.

If **You** do not provide the information as soon as reasonably possible **We** may be entitled to reduce, or refuse to pay a claim under the **Policy** to the extent **We** are prejudiced by the delay or failure to provide this information.

e. 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.

f. 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.

g. Actions affecting all **Insured** persons

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**.

## Claims Conditions and Procedure

a. Contacting **Us**

- i. When **Your Motorcycle** is involved in an **Accident** or loss which may give rise to a claim under **Your Policy**, **You** must contact **Us** as soon as reasonably possible. **You** can contact Dawes to make a claim in any of the following ways:

**Phone:** 1300 188 299

**Online Claim Form:** [Click Here](#)

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

- ii. To be sure that **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur expenses **You** wish to claim (except emergency repairs up to \$5,000 as provided for by Claims Condition (f) Emergency repairs). If **You** do not, **We** will pay for expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first. If **You** need to undertake emergency repairs as provided for under Claims Condition (f) Emergency repairs, such repairs must be commenced as soon as reasonably possible.



b. Minimising loss, and co-operation

**You** must:

- i. take all reasonable steps to avoid further loss or damage;
  - ii. inform the police as soon as reasonably possible of the damage coming to **Your** attention, if **Your Motorcycle** is stolen, or damaged in an attempted theft, or if malicious damage is suspected;
  - iii. complete and lodge a claim form within 30 days if **We** ask **You** to. If **You** do not do this it may delay **Your** claim;
  - iv. give all information and assistance reasonably required by **Our** legal representative or investigator to allow **Us** to examine and settle **Your** claim, and enforce in **Your** name any rights **We** may have against any third party;
  - v. if reasonably requested and reasonably available, provide a 5-year driving/riding history report from **You** local traffic Authority;
  - vi. provide proof of purchase or ownership of **Your Motorcycle** if **We** ask **You** to;
  - vii. pay any contribution to the cost of repairs or parts where the repair or replacement parts to **Your Motorcycle** (acting reasonably) places **Your Motorcycle** in a better condition than it was prior to it being damaged. Before **We** ask **You** to contribute, **We** will explain why, tell **You** how much it will be and how to pay it prior to the authorisation of any repairs and/or cash settle **You** for the damage if **We** are unable to repair **Your Motorcycle** with **Your** agreement.
- c. When property belonging to other people is damaged in circumstances which may give rise to a claim under Section 2. Legal Liability Cover, **You** must:
- i. not, without **Our** written consent, make any admission of liability, offer, promise or payment in connection with that claim. If **You** do, **We** may refuse or reduce **Your** claim to the extent **We** are prejudiced by **Your** action;
  - ii. forward to **Us** every letter, claim, writ, summons, or process relating to the claim as soon as reasonably possible after it is received.

- d. **We** will have full discretion in the conduct of any proceedings or in settlement of any claim made against **You** and may:
  - i. take over and conduct in **Your** name the defence or settlement of any claim;
  - ii. pursue in **Your** name any right of recovery **We** may have against other parties.

**We** will act reasonably having regard to **Your** interests and will keep **You** informed if **You** ask **Us** to.

- e. Pay **Your Excess** if applicable. See Section **Your Excess**.

**We** will be solely responsible for determining who was responsible for the **Accident** and **We** will act reasonably when making **Our** decision.

- f. Emergency repairs

**You** may carry out emergency repairs up to the cost of \$5,000 (including any GST) without obtaining **Our** consent, provided they are reasonably required.

## Section 1. Loss or Damage to Your Motorcycle

In order to be sure that **You** are covered under this **Policy You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

### 1.1 What We will cover You for under Section 1. Loss or Damage to Your Motorcycle

1.1.1 **We** will cover **Accidental** or malicious damage to, or loss, theft or attempted theft of, **Your Motorcycle** during the **Period of Insurance**, including whilst in transit anywhere in Australia by any freight service on land, by sea or by air.

1.1.2 If **You** replace **Your Motorcycle** or purchase any additional **Motorcycle** during the **Period of Insurance** of the same class and type, **We** will provide the same cover as provided under Clause 1.1.1, for the replacement and/or additional **Motorcycle** for 14 days from the date of acquisition provided that:

- a. **You** supply reasonable details of the replacement **Motorcycle** or additional **Motorcycle** within 14 days of its acquisition;
- b. another insurer has not provided motorcycle insurance to **You** for the replacement and/or additional **Motorcycle** under a policy entered into by a third party or by a policy required by law.

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** or the additional **Motorcycle** is its or their purchase price (including costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery), or \$50,000 per **Motorcycle**, whichever is the lesser.

- c. Cover for the replacement and/or additional **Motorcycle** after the 14th day from the date of acquisition will only continue if:
  - i. **You** provide **Us** in writing with all reasonably required details about the replacement and/or additional **Motorcycle**;

- ii. **We** agree to insure the replacement and/or additional **Motorcycle**;
- iii. **You** agree to pay any additional premium **We** require;
- iv. **You** agree to complete a new **Application** form(s) if reasonably required by **Us**.

Cover under this Clause 1.1.2 does not apply if the replacement **Motorcycle** is acquired following a valid claim for the **Total Loss** of **Your Motorcycle**.

## **1.2 Additional Benefits We provide under Section 1. Loss or Damage to Your Motorcycle**

If **We** pay, or agree to pay a claim under Section 1. Loss or Damage to **Your Motorcycle** **We** will also provide the following Additional Benefits (where applicable) in addition to the **Sum Insured** for **Your Motorcycle**.

To be sure that **You** are covered for these Additional Benefits **You** should always contact **Us** for approval before **You** incur costs **You** wish to claim. If **You** do not, **We** will only pay for costs incurred up to the amount **We** would have authorised had **You** asked **Us** first.

### **1.2.1 Spare Parts & Accessories**

**We** will pay up to \$25,000 for **Your Motorcycle's** spare parts & **Accessories** which are not fitted to **Your Motorcycle** and whilst they are being kept at the residence shown on **Your Schedule**. A \$1,000 Basic **Excess** applies to this benefit.

**We** may seek reasonable proof of ownership in the event of a claim on this benefit.

### **1.2.2 Electric Motorcycles**

Up to \$1,000 for alternative transport if **You** cannot charge **Your Motorcycle** due to a reported power cut, up to \$2,500 towards the repair of a charging point at **Your** residence if **Your Motorcycle** has caused the damage.

### **1.2.3 Paint Protection Film (PPF) & Ceramic Coating**

Covered up to \$10,000 or replacement value (whichever is the lesser) if PPF existed at the time of claim.

Ceramic Coating if applied during the last **Period of Insurance** and proof of payment/application is provided at claim time.

**We** will only cover areas of **Your Motorcycle** which were damaged as part of the claim.

#### **1.2.4 Recovery and Towing**

If **Your Motorcycle** is **Accidentally** damaged or is located after being stolen, **We** will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety. Any subsequent movement of **Your Motorcycle** may only be undertaken with **Our** consent, which will not be unreasonably withheld.

#### **1.2.5 Emergency Travel and Accommodation**

**We** will pay up to \$5,000 for reasonable and necessary accommodation and/or travel expenses incurred in relation to an **Accident** which gives rise to a claim under this **Policy** and which occurs more than 150 kilometres from **Your** declared place of residence.

#### **1.2.6 Cover for a Trailer**

**We** will pay up to \$10,000 or the **Market Value**, whichever is the lesser, for **Accidental** damage to **Your Trailer** which occurs when it is attached to **Your Motorcycle**.

This cover does not apply if **Your Trailer** is insured by a policy entered into by a third party or required by law.

#### **1.2.7 Express Air Freight**

Where **Your Motorcycle** cannot be repaired without parts that are not available in Australia but are available overseas, **We** will pay up to \$5,000 towards the cost of importing the necessary parts by express air freight.

#### **1.2.8 Hire Motorcycle Costs after Accident or Theft**

If **Your Motorcycle** is stolen or involved in a covered **Accident**, **We** will, subject to the conditions set out below, pay up to \$150 per day for the cost to hire a **Motorcycle** for use by **You** or an **Authorised Rider**.

The most **We** will pay under this Additional Benefit is \$3,000 in total and **We** will only pay if **Your Motorcycle** is described in **Your Policy Schedule** as 'Regular use'.

**We** will not pay under this Additional Benefit for:

- a. any hire charges incurred after **Your Motorcycle** has been recovered and if damaged, has been repaired and **You** have taken possession of **Your Motorcycle**.
- b. fuel, insurance waiver or any other running costs of the hired **Motorcycle**.
- c. any period after **We** have replaced **Your Motorcycle** or paid **Your** claim.

### **1.2.9 Dealership Loan Motorcycle Excess**

**We** will reimburse **You** up to a maximum of \$2,500 once during the **Period of Insurance** for any **Excess You** have to pay under **Your** loan **Motorcycle** agreement for any loan **Motorcycle** provided by the repairer of **Your Motorcycle** whilst **Your Motorcycle** is undergoing warranty or service work. **We** will not pay for any **Accidental** loss or damage to the loan **Motorcycle**.

### **1.2.10 Locks & Keys**

**We** will pay the cost of replacing **Your Motorcycle's** locks, keys, and transponder, up to \$5,000 in total during the **Period of Insurance** if they are lost or stolen (and reported to police as soon as reasonably possible of becoming aware of the loss or theft). **You** must notify **Us** within a reasonable time frame of first noticing they are missing. No **Excess** will apply to this benefit.

### **1.2.11 Returning Your Motorcycle to You upon Completion of Repairs**

**We** will pay the reasonable costs of returning **Your Motorcycle** to **You** if the repairer's premises are more than 100 kilometres from **Your** residence or usual place of work.

### **1.2.12 Personal Property**

This Additional Benefit only applies if there is a claim for loss or damage to **Your Motorcycle**. See Clause 1.1.1 and the first paragraph of clause 1.2.

**We** will pay up to \$5,000 in total (limited to \$2,500 per item) for any personal property that **You** or an **Authorised Rider** own:

- a. that is lost or damaged as a result of an **Accident** covered by this **Policy**; and for which **We** have agreed to pay a claim; or

- b. 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 or any property used in connection with earning income, but does include riding apparel such as helmets, riding jackets, pants, boots, gloves, body armour and knee pads.

**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.

### 1.2.13 Windscreen Glass Cover

**We** will pay for damage to a windscreen when there is no other damage to **Your Motorcycle**, and **We** will not charge **You** an **Excess** for the first claim made under this Additional Benefit.

Under this Additional Benefit **We** will either:

- a. pay to repair one single chip or crack in the windscreen of **Your Motorcycle**; or
- b. where **We** believe it is necessary (acting reasonably) replace the windscreen of **Your Motorcycle**.

If **Your Motorcycle** requires its windscreen to be repaired or replaced more than once during the **Period of Insurance**, **You** will be required to pay the Basic **Policy Excess** for **Your Motorcycle** as shown on **Your Schedule**.

### 1.2.14 Electric Motorcycle Battery Cover

**We** will cover **You** for damage to **Your Electric Motorcycle** battery if:

- a. **Your Motorcycle** is damaged as a result of an **Accident** for which cover is provided under this **Policy**;
- b. **Your Electric Motorcycle** battery is damaged by a power surge during battery charging;
- c. **Your Motorcycle** is damaged due to thermal runaway provided there has been no deviation from manufacturer specification in relation to battery usage and charging.

**We** will not cover any damage caused by faulty workmanship or material.

### 1.2.15 Salvage Rights

If **Your Motorcycle** has a build date of 25 years or older (as indicated on the manufacturer's installed build plate) and in the event **Your Motorcycle** is declared a **Total Loss** under Section 1. Loss or Damage to **Your Motorcycle**, **We** will allow **You** to retain the salvage of **Your Motorcycle** free of charge.

### 1.2.16 No Excess if Damage a Result of Domestic Violence

If **Your Motorcycle** suffers malicious damage as a result of, or partly as a result of an act of domestic violence committed by a current spouse or domestic partner of **Yours** or of any **Authorised Rider** listed on **Your Policy Schedule** (and the incident has been reported to the police as soon as reasonably possible) which **We** accept as a claim, no **Excess** shall be payable.

## 1.3 How We will pay a claim under Section 1. Loss or Damage to Your Motorcycle

### 1.3.1 If Your Motorcycle can be Repaired

If **Your Motorcycle** is not a **Total Loss**, **We** will, at **Our** option (acting reasonably) repair, 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 reasonable residual value of parts replaced.

### 1.3.2 If Your Motorcycle is a Total Loss

If **We** declare **Your Motorcycle** to be a **Total Loss**:

- a. **We** will at **Our** option (acting reasonably) either pay the **Sum Insured** or replace **Your Motorcycle**, less any applicable **Excess**;
- b. within four years from the date of its original registration, where **You** are the first registered owner (or **You** purchased a demonstrator model with less than 1000km on the odometer), **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 brand new **Motorcycle** of the same make, model, and, with the same **Accessories** as noted in the **Policy Schedule**, less any applicable **Excess**.



**We** will be entitled to take over ownership of **Your Motorcycle**. **You** will have first option to purchase the wreck at a reasonable price to be agreed between **You** and **Us**. However, if **Your Motorcycle** was built more than 25 years ago, **You** will retain ownership of the wreck.

### 1.3.3 Repairing Your Motorcycle

- a. When **You** make a claim and **We** agree to repair **Your Motorcycle**, **You** can choose **Your** own repairer, or **We** can recommend a repairer to carry out the repairs to **Your Motorcycle**.
- b. 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 quotation is fair and reasonable, **We** will authorise the chosen repairer to carry out the repairs. With respect to the repairs, **We**:
  - i. will ensure that **Your Motorcycle** is repaired to the condition it was in, immediately before the **Accident** that caused the damage;
  - ii. will use new parts or parts consistent with the age and condition of **Your Motorcycle** prior to the **Accident**;
  - iii. may instruct the repairer to use other repairers to complete certain parts of the repairs (acting reasonably). For example, if **Your** windscreen is damaged, **We** may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;
  - iv. will guarantee the quality of workmanship and materials for the life of **Your Motorcycle** (subject to wear and tear).

**We** may require **You** pay any contribution to the cost of repairs or parts where the repair or replacement parts to **Your Motorcycle** (acting reasonably) places **Your Motorcycle** in a better condition than it was prior to it being damaged. Before **We** ask **You** to contribute, **We** will explain why, tell **You** how much it will be and how to pay it prior to the authorisation of any repairs and/or cash settle **You** for the damage if **We** are unable to repair **Your Motorcycle** with **Your** agreement.

- c. If **You** choose **Your** own repairer but **We** (acting reasonably) are not satisfied that:
  - i. **Your** repairer's quotation is fair and reasonable; or
  - ii. that **Your** repairer will repair **Your Motorcycle** to the condition it was in immediately before the **Accident**, **We** may not authorise the repairs.

If this happens:

- iii. **We** will pay **You** the reasonable amount for the repairs. This amount will take into account the damage to **Your Motorcycle** and /or **Your** repairer's quotation. **We** may also compare **Your** repairer's quotation with a quotation **We** obtain from a repairer **We** choose. The amount **We** will pay will be the reasonable amount it would cost **You** to have the repairs undertaken;
  - iv. if **We** do not authorise repairs and **We** pay **You** the fair and reasonable amount for the repairs, **We** will not guarantee the quality of workmanship and materials;
  - v. it will be **Your** responsibility to arrange **Your** own repairs.
- d. **We** will not pay for any **Modification** which was required by law if not related to **Your** claim.

#### **1.3.4 Loss or Damage to Personal Property and Riding Apparel**

When **Your** personal property or riding apparel or the personal property or 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 personal property or riding apparel or pay the cost of repairing or replacing the personal property or riding apparel.

If **We** decide to repair or replace the personal property or riding apparel, **We** will repair or replace it with new materials or new personal property or riding apparel. **We** will make all reasonable endeavours to match the materials used for repairs to the personal property or riding apparel with that which was lost or damaged. Where this does not achieve an exact match, materials for personal property or riding apparel that are the closest available match will be used.

If **We** decide to pay the cost of repairing or replacing the personal property or riding apparel, **We** will pay up to the limits contained in Clause 1.2.12 – Personal Property. The amount that **We** pay will be the current retail price. Damaged personal property or riding apparel that **We** have replaced or made a cash payment for, as a result of a claim, will become **Our** property. At **Our** discretion (and if safe to do so), **You** may reclaim the property insured if **You** agree to pay the salvage price.

However, **We** will not pay for:

- a. repair or replacement of any undamaged personal property or riding apparel to match the personal property or riding apparel have repaired or replaced. **We** will make best efforts to use the nearest available equivalent to the original materials or item;
- b. 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 2. Legal Liability Cover

In order to be sure **You** are covered under this **Policy**, **You** should always contact **Us** for approval before **You** incur legal costs and expenses **You** wish to claim. If **You** do not, **We** will pay costs and expenses incurred up to the amount **We** would have authorised had **You** asked **Us** first.

### 2.1 What We will cover You for under Section 2. Legal Liability Cover

**We** will indemnify **You** and any passenger or any **Authorised Rider** for all sums for which **You** or the passenger or **Authorised Rider** will become legally liable to pay in compensation for damage to the property of others arising out of an **Accident** caused by or connected with **Your Motorcycle** (including any **Trailer** attached to **Your Motorcycle**), happening during the **Period of Insurance** and less any **Excess** that may be applicable. **We** will not pay more than the Limit of Liability stated in the **Schedule** for this Section.

### 2.2 Additional Benefits We provide under Section 2. Legal Liability Cover

**2.2.1** **We** will also pay all reasonable legal costs and expenses incurred by **You** or the **Authorised Rider** in defending or undertaking any legal action subject to **Our** consent. These legal costs and expenses are included within and not in addition to the Limit of Liability stated in the **Schedule**.

**2.2.2** **We** will indemnify **Your** employer (including the government of any of the Commonwealth, States or Territories and their departments) or any person or entity for whom **You** act as agent or contractor for the performance of work if an **Accident** that results in a claim arises from **You** or an **Authorised Rider** using **Your Motorcycle** in connection with **You** or the **Authorised Rider's** business or occupation, provided that **Your Schedule** shows **Your Motorcycle** is insured for **Business Use**.

**2.2.3** **We** will cover **You** for **Your** legal liability caused by or arising out of or in connection with the charging of an **Electric Motorcycle** including thermal runaway if insured under this **Policy**.

## **2.3 Exclusions which apply to these Additional Benefits**

There is no cover under these Additional Benefits for:

- 2.3.1** 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**;
- 2.3.2** damage to any **Motorcycle** insured by this **Policy**;
- 2.3.3** penalties, fines, punitive, exemplary, or liquidated damages;
- 2.3.4** for personal injury and/or death.

The Exclusions applicable to all Sections of this **Policy** also apply.

## **2.4 Conditions which apply to these Additional Benefits**

**You** and the **Authorised Rider** must observe and fulfil the terms, exclusions, and conditions of this **Policy** insofar as they apply. If **You** or the **Authorised Rider** do not, **We** may reduce or refuse **Your** claim to the extent **We** are prejudiced by the non-compliance.

## **2.5 Our Limit of Liability under Section 2. Legal Liability Cover**

**We** will not pay more than the Limit of Liability as shown on **Your Schedule** in compensation for damage to the property of others, arising out of any one **Accident** or series of **Accidents** and in the aggregate for all claims during the **Period of Insurance** which are caused by or connected with **Your Motorcycle** (including any **Trailer** attached to **Your Motorcycle**).

## Section 3. Storage/Restoration Cover

### 3.1 What We will cover You for under Section 3. Storage/Restoration Cover

Where **Your Policy Schedule** states that **You** are insured for 'Storage/Restoration Cover Only', **Your Motorcycle** will, subject to Clause 3.2 below, be covered at all times in accordance with the terms, conditions, limits and exclusions of this **Policy** including Section 1. Loss or Damage to **Your Motorcycle** of this **Policy**.

Additionally, where **Your Policy Schedule** states **You** are insured for '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**.

### 3.2 Exclusions which apply to Section 3. Storage/Restoration Cover

There is no cover for **You** or **Your Motorcycle** under Section 3. Storage/Restoration Cover:

**3.2.1** for Legal Liability provided under Section 2. Legal Liability Cover;

**3.2.2** for the following Additional Benefits provided under Section 1. Loss or Damage to **Your Motorcycle**:

- a. Emergency Travel and/or Accommodation;
- b. Cover for a **Trailer**;
- c. Hire **Motorcycle** Costs after **Accident** or Theft;
- d. Windscreen Glass Cover;
- e. Dealership Loan **Motorcycle Excess**;
- f. Personal Property and riding apparel.

**3.2.3** for emergency repairs;

**3.2.4** for any loss or damage caused by, arising from, or in any way connected with **You** or an **Authorised Rider** or any other person riding **Your Motorcycle** under its own power other than whilst **Your Motorcycle** is being loaded on or off a **Trailer** or other method of transportation for **Your Motorcycle**.

The Exclusions applicable to all Sections of this **Policy** also apply.

### **3.3 Conditions which apply to Section 3. Storage/ Restoration Cover**

**3.3.1 We** will only provide cover under Section 3. Storage/ Restoration Cover if during storage or restoration, **Your Motorcycle** is kept in fully enclosed secure premises (the location of which is shown on **Your Schedule**) which are locked at all times other than when business is being conducted at the premises subject to the conditions of the Overnight Parking clause.

The Conditions applicable to all Sections of this **Policy** and Exclusions applicable to all Sections of this **Policy** also apply.



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