

MOTORCYCLE INSURANCE

Insurer: Insurance Australia Limited ABN 11 000 016 722 AFS Licence No 227681 trading as Swann Insurance (Swann Insurance)

Preparation date: 29 August 2023

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WELCOME TO THE SECURITY OF SWANN INSURANCE

THIS PRODUCT DISCLOSURE STATEMENT ('PDS') IS IMPORTANT

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001.

Please read this PDS before you apply for insurance.

This PDS sets out the terms, conditions and limits that apply for the insurance we offer to you. If you have paid the Premium and we accept your application for insurance, you will receive a Policy schedule that sets out details of the insurance you have taken out. It is your responsibility to make sure that all details contained on the Policy schedule are correct.

Our agreement with you is made up of your application, this PDS, the Policy schedules and endorsements. Endorsements are notices to confirm any change to your insurance. You will receive all the documents from us via email.

Keep this PDS in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase. If you need more information about this insurance, please contact us.

The information in this PDS was current at the time of preparation. However, some information may change from time to time. If a change is significant, we will issue a supplementary PDS or replacement PDS. If a change is not significant, you can obtain a copy of the updated information free of charge on our website swanninsurance.com.au

INTRODUCTION

WHO IS THE INSURER

Insurance Australia Limited trading as Swann Insurance (Swann Insurance) is the insurer, Australian Business Number 11 000 016 722, Australian Financial Services Licence Number 227681. In accordance with the Insurance Act 1973 (Cth), IAL is authorised by the Australian Prudential Regulatory Authority to carry on insurance business in Australia. IAL is a wholly owned subsidiary company of Insurance Australia Group Limited, ABN 60 090 739 923.

WHO IS SWANN INSURANCE

Swann Insurance is a trading name of IAL. In this PDS IAL is called 'we', 'us', 'our', or 'Swann Insurance'.

WHO IS INSURED

The person named as the insured when you applied for this insurance and named on the Policy schedule. In this PDS that person is called 'you' or 'your'. If your Motorcycle is subject to a finance agreement, it also includes your financier, but only to the extent of their interest in your Motorcycle.

THE PURPOSE OF THIS PDS

This PDS has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

ABOUT THIS INSURANCE

This insurance cover has been prepared for people who own and ride motorcycles within Australia.

COVER TYPES YOU CAN CHOOSE FROM

We offer 2 types of cover:

- Comprehensive cover
- Third Party Liability cover

SUMMARY OF COVER

	COMPREHENSIVE COVER	THIRD PARTY LIABILITY COVER
EVENTS YOU ARE COVERED FOR		
Accidental damage	✓	✗
Malicious damage	✓	✗
Theft	✓	✗
Fire	✓	✗
Bushfire or grassfire	✓	✗
Cyclone	✓	✗
Flood and Storm	✓	✗
Legal liability	✓ \$20m	✓ \$20m
ADDITIONAL BENEFITS WE WILL PAY		
Return of your Motorcycle	✓	✗
Faultless No Claim Bonus	✓	✗
New motorcycle replacement	✓ 24 months	✗
Trailer	✓ \$1,000	✗
Keys and locks	✓ \$2,000	✗
Towing and clean-up costs	✓	✗
Emergency repairs and expenses	✓ \$500	✗
Hire car reimbursement	✓ \$100 per day for 15 days	✗
Uninsured Motorist extension	✗	✓ \$5,000
OPTIONAL BENEFITS FOR EXTRA PREMIUM		
Helmet Cover	✓	✗
No Claim Bonus Rating 1 Protection	✓	✗
Personal items	✓	✗
Riding gear and gear bags	✓	✗
DISCOUNTS		
Multi Motorcycle Discount	✓	✓
Rider Training course discount	✓	✗

HOW TO APPLY FOR INSURANCE

You can apply for insurance online or over the phone with one of our consultants.

If we accept your application for insurance, your Policy schedule will be sent to you via email or you can obtain a Policy schedule by calling us and asking for a copy to be sent to you. The Policy schedule confirms cover and sets out details of the insurance you have taken out.

YOU CAN MANAGE YOUR OWN POLICY ONLINE

Through the internet you can:

✓	Get an easy online quote for your Motorcycles with your chosen cover type
✓	Insure up to 5 Motorcycles under one policy
✓	Pay securely online
✓	Submit a claim anytime

DISCOUNTS YOU MAY BE ELIGIBLE FOR

MULTI MOTORCYCLE DISCOUNT

You can insure 2 to 5 Motorcycles under one policy with different cover types and receive our multi motorcycle discount on your policy.

If you are the only rider on any of your Comprehensively Insured Motorcycles, you can select the named rider option and may enjoy a higher multi motorcycle discount.

Any policy that has not selected Comprehensive cover is not eligible for a named rider discount.

When you select the named rider option the cover provided on this specific policy will only be in effect when your Motorcycle is being ridden by you. All cover provided by this insurance will not apply while anyone other than the person named on the Policy schedule, or those people stated below ride your Motorcycle.

The restriction shown above will not apply when:

- your Motorcycle is being repaired or serviced, or is being parked by a parking attendant, or
- your Motorcycle has been stolen.

Your policy schedule will show 'Named Rider applies' if you have selected this option.

RIDER TRAINING COURSE DISCOUNT

If you have undertaken a rider training course you will receive a rider training course discount on your Comprehensive Insurance policy.

A rider training course is:

- conducted by an established business, and
- accredited or approved by the relevant State or Territory traffic authority, and
- conducted on private property, which is used solely for the purpose of rider instruction at the time when the rider training is conducted.

Your Policy schedule will show 'Rider training course discount' if you have completed the rider training course.

IMPORTANT INFORMATION

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the code are:

- to commit us to high standards of service,
- to promote better, more informed relations between us and you,
- to maintain and promote trust and confidence in the general insurance industry,
- to provide fair and effective mechanisms for resolving Complaints you make about us, and
- to promote continuous improvement of the general insurance industry through education and training.

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

Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code or the Code Governance Committee.

WE RELY ON THE INFORMATION YOU PROVIDE US

When we agree to insure you, renew or vary your policy or decide on your claim, our decision relies on the accuracy of information you give us.

If that information is not accurate, we may:

- reduce the amount we pay for a claim if your noncompliance causes or contributes to the claim, or
- cancel the policy if we would not have issued you cover, or
- refuse to pay a claim made by you or anyone else insured by this insurance.

The course of action we take if you fail to give us accurate information will be considered in each circumstance based on what impact or effect your failure caused or contributed to a claim or our decision to issue your policy.

We therefore ask you to answer honestly, correctly and completely any questions we ask about you, your Motorcycle, a claim or any other person insured or to be insured by this insurance.

We do not require you to comply with the general duty of disclosure. We do require you to be truthful, honest and accurate whenever you interact with us in relation to this insurance.

HOW WE PROTECT YOUR PRIVACY

We use information provided by our customers to allow us to offer our products and services. This means that, from time to time, we will need to collect your personal information, and sometimes your sensitive information, (such as health information or criminal records). We will collect this information directly from you where possible, but there may be occasions when we do collect this information from someone else.

Swann Insurance will only use your information for the purposes for which it was collected, other related purposes and as permitted or as required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.swanninsurance.com.au/privacy. Alternatively, contact us at info@swanninsurance.com.au and we will send you a copy of our Privacy Policy.

By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in our Privacy Policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

If you have a complaint about our collection, use, disclosure of, or access to your personal information, you may refer the matter to the Office of the Australian Information Commissioner who will investigate your concerns and make a decision at no cost to you.

YOUR COOLING-OFF PERIOD

If you decide that you do not wish to continue with this insurance, you have 21 days after the Commencement date of this insurance to request cancellation. To do this, you must advise us by mail, by email or by calling us. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

COSTS

The Premium payable by you will be shown on your Policy Schedule.

The pricing factors that may be taken into account in determining your premium include a combination of some or all of the following:

- the frequency with which claims will occur and the average cost of each claim,
- the level of cover you have selected,
- the age of all riders who use your Motorcycle,
- the make, model, and type of your Motorcycle,
- the value of your Motorcycle,
- the type and value of any Modifications fitted or made to your Motorcycle,
- the value of any Accessories fitted to your Motorcycle
- what you use your Motorcycle for and how much you use it,
- where your Motorcycle is usually housed,
- the security and parking of your Motorcycle,
- your insurance, accident, and driving/riding history,
- the options you select,
- the level of basic excess you select, and
- payment of your Premium by instalments.

The No Claim Bonus Discount, Security Device Discount, Named Rider Discount, Rider Training Course Discount and Multi-Motorcycle Discount may not apply to the premium relating to Helmet cover, Personal Items cover, Riding Gear and Gear Bags cover and No Claim Bonus Rating 1 Protection under this policy.

Premiums may be subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty and any other applicable taxes. The amount of these taxes and/or charges will be shown on your Policy schedule.

The Premium payable by you will be shown on your Policy schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to cover bank fees and other bank costs we incur in operating the account.

PAY YOUR PREMIUM BY INSTALMENTS

You can pay your Premium by instalments to help spread your payment over the period of your insurance cover.

An administration charge may apply to use this facility. If you do choose to pay your Premium by instalments, your Premium may be more than if you choose to pay by a single annual payment. If you are paying by instalments, you must ensure that your payments are made each month. An instalment is unpaid if it cannot be deducted from your nominated account or credit card.

If your premium or instalment is overdue, we will send you a notice outlining the overdue amount and when it needs to be paid.

If your premium remains unpaid after the time period specified in the notice we send, we will:

- i. cancel your policy for non-payment; and
- ii. refuse to pay any claim for an incident occurring after the cancellation date.

If you pay by instalment, we will send you a notice before cancellation confirming the effective date of cancellation.

If you need to make a claim when your policy is overdue, and before your policy has been cancelled for non-payment, we will require you to pay the overdue amount as part of the settlement process. Alternatively, where the settlement method allows, we can reduce the settlement payment by the overdue amount.

NO CLAIM BONUS

We determine your No Claim Bonus level when you take out a new policy based on:

- Consecutive years licenced, and
- Number of at-fault accidents and claims in 5 years.

When you first take out a policy you may qualify for either:

- Rating 1 - our maximum level of No Claim Bonus, which also comes with the optional benefit of paying to add No Claim Bonus Protection; or
- A No Claim Bonus rating between Rating 2 – 6

For each claim free period with us, your No Claim Bonus will move up one level, until you achieve our maximum No Claim Bonus Rating 1.

The No Claim Bonus levels are:	
Rating 1	Being claim free rewards you with our highest level of Rating 1 and gives you the ability to pay to add the No Claim Bonus Protection option.
Rating 2	If you qualify for a Rating 2 - 6, you move up one No Claim Bonus level after each claim free period until you reach our maximum Rating 1.
Rating 3	
Rating 4	
Rating 5	
Rating 6	

What is a Claim Free Period

A claim free period is the period from inception of your policy to the date of your first renewal invitation* (for a new policy) or the period between the date of your previous renewal invitation* and the date of the next renewal invitation* in which no non-recoverable claims are made.

*You can find this date on the top of your renewal invitation. This may be different to your policy period start date as shown on your policy schedule.

MINIMUM PREMIUM

Your premium, including any discounts you may be eligible for, are subject to minimum and maximum premiums. We consider the minimum and maximum amounts we are prepared to sell the policy for and may adjust your premium to ensure it does not fall outside that range. Any discounts will be applied to your policy, only to the extent any minimum premium is not reached. This means that any discount you may be eligible for may be reduced. When we determine your premium on renewal, we may also limit any increases or decreases in your premium by considering factors such as your previous year's premium amount.

WORDS THAT HAVE A SPECIAL MEANING

Some of the words in this PDS have special meanings. These words and their meanings are listed below.

Accessory

Any alteration or addition to your Motorcycle that adds value to your Motorcycle but does not enhance the performance or alter the safety or handling of your Motorcycle. Accessories has an equivalent meaning.

Accidentally damaged

Damage that is caused unintentionally to your Motorcycle. This does not include damage caused by fire, your Motorcycle being stolen, or damage to your Motorcycle whilst it is being transported.

Act of terrorism

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

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

Agreed value

The fixed amount we agree to cover your Motorcycle for during the current Period of insurance. Agreed value is the value of your Motorcycle including all Modifications and Accessories nominated at the commencement of each Period of insurance and remains the same value throughout that period. You should review your Agreed value prior to each renewal of your insurance cover. The Agreed value is stated on the Policy schedule.

Business use

Your Motorcycle is used by you or your employees in connection with a business and is used to generate income for the business. When Business use is selected, you are automatically covered for Business and Private use. When you select Business use, your Policy schedule will show 'Business' under Motorcycle use. We will not provide Business use cover unless you have selected Business use and paid the additional Premium for Business use.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Legal liability

The legal responsibility to pay compensation for damage to property other than your own as a result of an accident for which you are at fault.

Market value

The pre-accident retail value of your Motorcycle. We will determine this amount at the time we assess your claim, having regard to the age and condition of your Motorcycle, the kilometres it has travelled and any Modifications or Accessories that are added to your Motorcycle.

Motorcycle

The Motorcycle described when you applied for this insurance and shown on the Policy schedule, including its standard equipment, tools and accessories (factory fitted or supplied by the Motorcycle manufacturer) which were in or on the Motorcycle at the time of purchase and any Modifications, the value of Modifications and value of the additional Accessories shown on the Policy schedule.

Modification

The change or alteration to your Motorcycle that contributes and alters the performance, safety or value of your Motorcycle. There will be no cover offered for any Modification that is not shown on the Policy schedule. Modifications has an equivalent meaning.

Period of insurance

The period of cover shown on the Policy schedule.

Policy schedule

The most recent schedule (or renewal invitation) we give you describing the terms and conditions that are specific to your insurance. This also includes any amendments we send you in writing.

Premium

The amount you pay for the insurance.

Private use

Your Motorcycle is only used for social, domestic and pleasure purposes. This includes commuting to and from your place of employment. When you select Private use, your Policy schedule will show 'Private' under Motorcycle use and you will be covered for Private use only.

Replacement motorcycle

A motorcycle you have purchased to replace the Motorcycle described on the Policy schedule.

Total loss

We are satisfied that your Motorcycle is unable to be repaired economically or it has been stolen and not found.

YOUR INSURANCE COVER

The cover provided by this insurance may vary from the prescribed standard cover. It is therefore important that you read, retain and understand this PDS.

WHAT YOU ARE INSURED FOR

Provided you have paid the Premium, and we have accepted your application, we agree to insure you during the Period of insurance for the type of cover stated on the Policy schedule, subject to the terms, conditions and limits of this PDS.

COVER TYPES – DETAILED EXPLANATION

1. COMPREHENSIVE COVER

If your Motorcycle is Accidentally damaged, stolen or burnt anywhere in Australia, we will at our option either:

- repair your Motorcycle, or
- pay you the cost of repairing your Motorcycle, or
- pay you the Agreed value or Market value of your Motorcycle.

Our choice will have regard to the circumstances of your claim and consider any preference you may have.

With Comprehensive cover, all benefits, conditions, and exclusions described under cover type 2 Third Party Liability cover also apply.

ADDITIONAL BENEFITS WE WILL PAY WITH COMPREHENSIVE COVER

Emergency repairs and expenses

If your Motorcycle is:

- Accidentally damaged or stolen more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for emergency repairs necessary to enable you to ride your Motorcycle home or to the nearest place of repair.
- Accidentally damaged, stolen or burnt more than 100 kilometres from your home and we agree to pay your claim, we will reimburse up to \$500 for emergency accommodation, travelling expenses or rental car expenses paid by you for you and your passenger to return home or to complete your journey.

These amounts are in addition to the Agreed value or Market value of your Motorcycle.

Faultless No Claim Bonus

If your Motorcycle is involved in an accident, your No Claim Bonus rating will not be affected if, we are satisfied that, you were not at fault for the accident occurring. You will provide us the name and current address of the person who caused the accident, and the registration numbers of any other vehicles involved in the accident.

To determine whether or not you, your driver, a passenger on your Motorcycle or someone else was to blame for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

Hire car reimbursement following your Motorcycle being stolen

We will reimburse to you the cost of hiring a car if your Motorcycle is stolen. We will only pay this cost for up to 15 days when you:

- make a claim, and
- are licensed to drive a car.

We will stop paying this cost when:

- your Motorcycle is found and if it is not damaged, or
- your Motorcycle is found and repaired if it is damaged, or
- your Motorcycle is found, and we have paid you the cost of repairs, or
- we have paid the Agreed value or Market value of your Motorcycle shown on your Policy schedule.

The most we will reimburse you is \$100 per day. This amount is in addition to the Agreed value or Market value of your Motorcycle.

You must pay for all fuel and running costs of the hire car. You are responsible for any damage to the hire car and any excess that is applicable to the hire car under the terms of the hire agreement.

Keys and locks

If the keys to your Motorcycle have been illegally copied, or the keys to your Motorcycle have been lost, damaged or stolen, we will pay up to \$2,000 to replace your Motorcycle keys and/or locks.

New motorcycle replacement

If your Motorcycle is a Total loss and is less than 24 months old from the original registration, we will replace your Motorcycle with a new motorcycle provided one is locally available.

If your Motorcycle has been superseded with a new model and your Motorcycle is not available, we will replace your Motorcycle with the new model provided it is locally available.

If your Motorcycle is subject to a finance agreement, we will also require the financier's written consent before we can replace your Motorcycle.

If we do replace your Motorcycle we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

If agreement cannot be reached on a new motorcycle, we will pay you the Agreed value or Market value of your Motorcycle, whichever is shown on your Policy schedule.

This new motorcycle benefit does not apply to any Motorcycle that has been discontinued.

Return of your Motorcycle

If your Motorcycle is Accidentally damaged more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for your Motorcycle to be returned to your home if:

- the repairs to your Motorcycle are completed in an area more than 100 kilometres from your home, or
- your Motorcycle is returned to your local area for repairs.

Towing and clean-up costs

If your Motorcycle is Accidentally damaged, stolen or burnt, we will pay:

- the cost of moving your Motorcycle:
 - to a repairer near the accident site or near where your Motorcycle was burnt, or
 - to a repairer near where your Motorcycle has been found if it was stolen and damaged, or
 - any other place that we agree to.
- the cost of removing your Motorcycle debris from the accident site, or where your Motorcycle was burnt.

Trailer

If a trailer is Accidentally damaged, stolen or burnt while it is attached to your Motorcycle, we will pay the lesser of:

- the cost of repairs, or
- \$1,000.

We will only pay if the trailer was constructed specifically for a motorcycle by a commercial manufacturer. This amount is in addition to the Agreed value or Market value of your Motorcycle.

OPTIONAL ADDITIONAL BENEFITS YOU CAN SELECT WITH COMPREHENSIVE COVER

Helmet cover

When you take out your insurance you can choose one of the following limits:

COVER OPTION	COVER LIMIT
1	\$500
2	\$1,000

If your helmet is Accidentally damaged as a result of an accident involving your Motorcycle, we will replace the helmet, or pay you the cost of replacing the helmet. You are required to pay the applicable excess.

The most we will pay is the amount you select. This amount is in addition to the Agreed value or Market value of your Motorcycle.

We will not provide this cover unless you have selected this option and paid the additional Premium for it. If you select to cover your helmet your Policy schedule will show 'Helmet Cover applies' and the value you have selected. This benefit does not apply to theft claims.

No Claim Bonus Rating 1 Protection

If your level of No Claim Bonus is Rating 1, for an additional premium you can select this optional cover to protect your No Claim Bonus.

This means if you make a claim during the policy year (for new policies) or year between the dates of your renewal notices (for renewing policies), and we are satisfied that you were at fault, your No Claim Bonus Rating will not change for the following renewal period. Any other claim that you make during this period where, we are satisfied that you were at fault, will affect your No Claim Bonus.

For example, if you had No Claim Bonus Rating 1 and this optional No Claim Bonus Protection cover and made one 'at-fault' claim, your No Claim Bonus Rating would remain the same, however if you made two 'at-fault' claims in the same policy year (for new policies) or the year between the dates of your renewal notices (for renewing policies), you would move down to No Claim Bonus Rating 3 at renewal.

To determine whether or not you, your driver, a passenger on your Motorcycle or someone else was at fault for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

Your Policy schedule will show 'No Claim Bonus Protection' if you have paid for this optional cover.

Personal items

When you take out your insurance you can choose one of the following limits:

COVER OPTION	COVER LIMIT
1	\$500
2	\$1,000

If we agree to pay your claim after your Motorcycle is Accidentally damaged, stolen or burnt, we will also pay up to the limit you have selected if any personal items belonging to you or a member of your family are damaged, stolen or burnt. This does not include:

- helmets,
- mobile phones,
- Riding gear and gear bags
- cash,
- cheques,
- negotiable securities, or any property used for earning income.

Your Policy schedule will show 'Personal items' and the value you have selected if you have requested this option. This amount is in addition to the Agreed value or Market value of your Motorcycle.

Riding gear and gear bags

When you take out your insurance you can choose one of the following limits:

COVER OPTION	COVER LIMIT
1	\$1,000
2	\$3,000

If we agree to pay your claim after your Motorcycle is Accidentally damaged, we will also replace the following items or pay you the cost of replacing these items if they are damaged as a result of the accident, but we will not pay for these items if they are stolen or burnt.

- Clothing and protective safety items which are purposely made for motorcycle riding and worn by you. This includes jackets, pants, riding boots and gloves. This does not include helmets. We will not pay for items of clothing that are not purposely worn for motorcycle riding. The most we will pay for any single clothing and protective safety item is the lesser of the amount you have selected or \$1,500.
- Gear bags that are made of fabric and that are not permanently attached to the Motorcycle.

2. THIRD PARTY LIABILITY COVER

We will cover you for your Legal liability to pay compensation for loss or damage to someone else's property as a result of an accident anywhere in Australia.

This loss or damage must be caused by:

- the use of your Motorcycle, or
- goods falling from your Motorcycle, or
- a trailer being towed by your Motorcycle.

The cover provided in this section is extended to cover you for a Legal liability claim incurred by your employer, business partner or any passengers on your Motorcycle following an accident in which you were riding your Motorcycle in connection with your occupation.

We will also pay for your legal expenses when our lawyers act in connection with a claim.

The most we will pay in relation to any one accident under this section of the PDS is \$20 million, including legal costs and expenses.

We will not provide this cover:

- if the damaged property belongs to you or is in your possession or control at the time of the accident.
- for any liability you agree to accept that would not apply if such an agreement did not exist.
- for property belonging to or in the possession or control of a person operating or using your Motorcycle with your permission at the time of the accident.

We also do not cover any liability, cost or expense that arises or results from, or is in any way connected with, asbestos, whether directly or indirectly.

ADDITIONAL BENEFIT WE WILL PAY WITH COVER TYPE 2. THIRD PARTY LIABILITY COVER

Damages caused by an uninsured motorist

You are covered for accidental damage to your Motorcycle in an accident caused by an uninsured motorist if:

- we are satisfied that you would be legally entitled to recover the cost of the damage from the owner or the driver/rider of the other vehicle, and
- you tell us that the owner and driver of the other vehicle has advised they will not pay you for the damage to your Motorcycle, and
- you provide us with the name and address of the owner or driver/rider and the registration number of the other vehicle.

To determine whether an accident was caused by an uninsured motorist, we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

The most we will pay is the lesser of:

- the value of your Motorcycle. We will determine this amount at the time we assess your claim, having regard to the age and condition of your Motorcycle and the kilometres it has travelled, or
- \$5,000.

WHAT YOU ARE NOT INSURED FOR ALL COVER TYPES

This insurance does not cover:

- any vehicle listed on the Written off vehicle register or the Stolen vehicle database.
- consequential loss including any loss which results because you can't use your Motorcycle unless it is specifically covered under this policy. This means we will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation.
- seepage, pollution or contamination, or any loss, damage, liability, fines, penalties, punitive or exemplary damages caused by, arising from or in connection with any seepage, pollution or contamination.
- loss, damage or liability caused by or arising from any nuclear, radioactive, biological or chemical material, or the use, handling or transportation of such material.
- any loss, damage or liability directly caused by a Communicable disease or the threat or perceived threat of any Communicable disease.
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.
- loss, damage, liability, claim, cost or expense directly or indirectly caused or contributed to by:
 - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
 - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event we cover you for under this policy except if caused by vandalism or a malicious act. For example, we will not cover you if your Motorcycle's GPS or security system cannot be used because of a cyber attack, but we will cover you for theft of your Motorcycle if it is stolen after your Motorcycle's security system is impacted by a cyber attack.

- the cost of repairing existing damage which your Motorcycle had prior to an incident which results in a claim.
- the cost of repairing faulty workmanship or incomplete repairs previously carried out on your Motorcycle prior to an incident which results in a claim, unless you are claiming under the terms of our repair guarantee.
- wear and tear, depreciation or corrosion.
- mechanical, structural, electrical, hydraulic, or electronic breakdown or failure.
- damage to tyres caused by punctures, bursting, cuts or brake application.
- the cost of any repairs to your Motorcycle that have been carried out without our permission (except as described under Comprehensive cover Additional benefit - Emergency repairs and expenses).
- any incident resulting in a claim while the Motorcycle was in an unsafe or unroadworthy condition that is known or could reasonably be expected to have been known by you, and that condition contributed to the accident.
- loss or damage caused by failure to properly safeguard your Motorcycle after it was stolen and found, or after it has broken down, or after an accident.
- loss or damage deliberately caused by you or a person using your Motorcycle with your permission, a person acting on your instructions or on the instructions of a person using your Motorcycle with your permission.
- loss or damage caused to your Motorcycle as a result of legal seizure.
- any loss, damage or liability caused by, arising from, occasioned by or through or in consequence directly or indirectly of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution or military or usurped power.
- any loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - an Act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or
 - any action taken to control, prevent, suppress, retaliate against, or respond to an Act of terrorism.
- loss or damage caused by any person insured by this insurance stealing, absconding or otherwise misappropriating the Motorcycle.

- loss or damage that occurs whilst your Motorcycle is in the care, custody or control of a licensed motorcycle dealer for the purpose of sale.
- loss or damage to any clothing that may be stolen or damaged as a result of an accident (except as described under the Optional additional benefit – Riding gear and gear bags).
- loss, damage or liability while a trailer is attached to your Motorcycle unless the trailer is constructed specifically for a motorcycle by a commercial manufacturer.
- loss or damage to any component, part or Accessory of your Motorcycle that occurs while the component, part or Accessory has been removed from the Motorcycle.
- any costs associated with locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Motorcycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that we will pay in relation to any such part will be the lesser of:
 - the manufacturer's most recent Australian list price.
 - the list price of the closest equivalent part available in Australia.
 - the actual cost of having a new part made in Australia.

We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an incident resulting in a claim your Motorcycle:

- was being used to carry hazardous or inflammable goods in quantities above those allowed by relevant government regulation and such use caused or contributed to the incident resulting in a claim.
- was being used for hire, rider instruction or conveyance of passengers, for fare or reward.
- or Replacement motorcycle was being used or tested in preparation for any race, rally, trial, test, contest, track day or any kind of motor sport, or used on any motorcycle track. This does not apply where you are participating in an approved rider training course provided:
 - the rider training course is conducted by an established business, and
 - the business conducting the rider training course is accredited or approved by the relevant State or Territory traffic authority, and
 - the rider training course is conducted on private property, which is used solely for the purpose of rider instruction at the time when the rider training is conducted.
- had been modified from the manufacturer's specifications and such modification, unless we had agreed to cover it, caused or contributed to the incident resulting in a claim.
- was operated in an unroadworthy or in an unsafe condition at the time of the accident and such operation caused or contributed to the accident and you knew or should have known that it was unroadworthy or in an unsafe condition.
- was unregistered at the time of the accident and the Motorcycle should have been registered.
- was stolen whilst being tested by a prospective purchaser.
- is damaged by a:
 - bushfire or grassfire, or
 - named cyclonewithin 48 hours of the start date of your policy, unless:
 - you took out insurance with us immediately after another insurance policy covering the same Motorcycle ended, without a break in cover, or
 - you had entered into a contract of sale to purchase your Motorcycle, or a contract to lease your Motorcycle, and took out your insurance with us for the Motorcycle prior to taking possession of the Motorcycle.

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy (including any refund of Premium), to the extent that such cover, claim, benefit or refund may contravene or expose us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

GENERAL RIDER EXCLUSIONS

This insurance does not cover any incident resulting in a claim where at the time of the incident the rider or the person in charge of your Motorcycle, or last in charge of your Motorcycle:

- were under the influence of alcohol or drugs where this caused or contributed to the loss, destruction, damage or liability.
- were in excess of the statutory prescribed legal limit for blood alcohol content where this caused or contributed to the loss, destruction, damage or liability.
- refused to take a test for alcohol or drug content.
- were not licensed to ride the Motorcycle on public roads.
- have made any admissions, offers of settlement or attempted to defend any claim without our written consent to the extent that you incur liability or costs that you would not have incurred had you not made the admission or offer or attempted to defend the claim.
- fail to comply with all obligations that by law you are required to comply with following an incident that may result in a claim and that non-compliance caused or contributed to the incident resulting in a claim.
- were carrying a load or towing a trailer or side car illegally, in an unsafe condition or in excess of the maximum weight specified by the Motorcycle manufacturer, to the extent that such use caused or contributed to the incident resulting in a claim.
- were using your Motorcycle for an illegal purpose that caused or contributed to the incident resulting in a claim.
- are not truthful in any statement made in connection with a claim, to the extent we are prejudiced.
- have not taken reasonable precautions to avoid the incident.
- did not make a report to Police as soon as reasonably possible when you suspect that the Motorcycle or items attached to the Motorcycle have been stolen.
- fail to report the accident to Police or remain at the scene of the accident long enough for interested persons to attend.

YOU CANNOT GIVE YOUR RIGHTS AWAY

You cannot give anyone else an interest in this insurance without our written consent.

WHAT YOU ARE REQUIRED TO DO FOR US

Failure to do any of these things may affect our decision to continue your insurance cover, or we may refuse or reduce a claim. The course of action we take when you fail to follow a condition will be considered in each circumstance based on what impact or effect your failure to comply caused or contributed to the claim or our decision to issue your policy.

Changes to the Motorcycle or circumstances of the risk may also affect our decision to continue your insurance cover. As a result of the changes, we may:

- charge an additional premium,
 - change the cover of your policy,
 - impose special conditions, or
 - cancel your policy and return to you a proportion of the Premium for the unexpired Period of Insurance
- You must pay us the Premium for this insurance.
 - You must tell us as soon as reasonably possible of any changes to:
 - the address where your Motorcycle is normally kept
 - the use of your Motorcycle.
 - You must tell us as soon as reasonably possible of any:
 - Driving/riding and criminal offences you have committed. You do not need to tell us about parking offences that you may receive.
 - licence suspension, cancellation or any restriction by endorsement;
 - Modifications that are made to your Motorcycle;
 - Accessories that are added to your Motorcycle.
 - You must take reasonable precautions to prevent anything which could result in a claim under this insurance.
 - You must take reasonable steps to ensure that anyone doing anything on your behalf obeys all relevant laws.
 - You and anyone who is insured by this insurance must comply with the conditions of this insurance.

ACCESSORIES AND MODIFICATIONS ON YOUR POLICY

If you insure your Motorcycle for Market value your Motorcycle's value is based on the value as described in the publication 'Glass's Guide Autocomplete' by Glass's Information Services Pty Ltd. ABN 44 004 382 478.

If you insure your Motorcycle for Market Value and your Motorcycle has Accessories, the most we will accept for Accessories is 20% of the Market Value of your Motorcycle

If your Motorcycle has Accessories greater than 20% of the value of your Motorcycle, we may refuse to offer cover on your Motorcycle or may refuse to cover your Motorcycle at the claim time.

There will be no cover offered for any Modification that is not shown on the Policy schedule.

If you insure your Motorcycle for Agreed value including all the Accessories and Modifications, the value is nominated at the commencement of each Period of insurance and remains the same value throughout that period. You should review your Agreed value prior to each renewal of your insurance cover. There will be no cover offered for any Modification that is not shown on the Policy schedule.

The most we will pay under cover type 1 Comprehensive cover is the Agreed value or Market value as stated on your Policy schedule.

HOW TO MAKE A CLAIM

You can lodge a claim through our web site www.swanninsurance.com.au, or you can contact us on 1300 657 318 for a claim form, as soon as reasonably possible when something happens that you believe you can claim for.

You must complete a claim form and return it to us as soon as reasonably possible following an incident occurring that may result in a claim on this insurance. If we do not receive your completed claim form within 14 days of such an incident, we may refuse a claim or reduce the amount we pay for a claim if it adversely impacts claims settlement under this policy.

We ask that you provide all reasonable assistance when requested in relation to your claim. You must give us the information and assistance we reasonably request and any information you give us must be honest, correct and complete. We may also require other documentation or statutory declarations from you depending on the circumstances of your claim. Where this is required, we will ask for it. Any communication from other parties involved must be referred to us.

WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

PREMIUM

You may be required to pay the full annual Premium (this includes any remaining instalments that are payable in the current Period of insurance) before we make any payments in relation to a claim on this insurance. Otherwise, we will deduct any outstanding Premium from the amount we pay you.

EXCESS

If you make a claim, the excess is an amount you will be required to pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the excess has been paid in full as part of the finalisation of your claim

EXCESS FOR COMPREHENSIVE AND THIRD PARTY LIABILITY COVERS

There are 5 types of excess

- Basic Excess
- Age Excess
- Licence Excess
- Theft Excess
- Special Excess

TYPE OF EXCESS	DESCRIPTION
Basic Excess	The basic excess is the standard excess applicable to you. This is the basic excess you will be required to contribute towards each claim. The amount of your basic excess will be stated on your Policy schedule.
Choose your Basic Excess	You can alter your Premium by altering your basic excess for Comprehensive Cover only.
Age Excess	The age excess is based on the age of the rider of your Motorcycle at the time of an accident. The amount of the age excess will be stated on your Policy schedule.

Licence Excess	<p>The licence excess is based on the type of licence the rider of the Motorcycle has at the time of an accident. This excess applies for the claim made where at the time of an accident the rider does not hold a full Australian rider's licence or is the holder of a learner's permit or a probationary or provisional licence.</p> <p>You do not have to pay a licence excess if:</p> <ul style="list-style-type: none"> • Your Motorcycle is stolen, or • The rider of the Motorcycle at the time of an accident has completed an accredited rider training course which has run for a minimum of six hours duration, after they have obtained their probationary or provisional rider's licence. <p>The amount of the licence excess will be stated on your Policy schedule.</p>
Theft Excess	<p>You will be required to pay the theft excess in the event your Motorcycle is stolen. The amount of the theft excess will be stated on your Policy schedule.</p>
Special Excess	<p>The special excess is based on the Motorcycle and the riding/driving records, criminal records, and insurance records of you, and those who ride your Motorcycle. If the special excess is calculated and applied to your policy, the amount will be stated on your Policy schedule for a minimum of two consecutive years.</p>

The excess you will be required to pay is the total of these excess amounts added together unless otherwise stated. The amount of your excess is shown on your Policy schedule.

WHEN AN EXCESS WILL NOT APPLY

There are some circumstances where an excess will not apply.

- Theft claims
 - If your Motorcycle is stolen from a securely locked building, you will not have to pay the theft excess.
 - If your Motorcycle is stolen, you will not have to pay the age excess or licence excess.

- Other claims

You will not have to pay an excess for any claims if:

- We are satisfied that you were not to blame for the accidental damage caused and;
- you give us the name and address of the driver/rider of the other vehicle and the registration number of the other vehicle.

To determine whether or not you, your driver, a passenger on your Motorcycle or someone else was to blame for the accident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

REPAIRING YOUR MOTORCYCLE

If you have cover type 1 Comprehensive Cover, in most cases, where your Motorcycle is damaged, it will be able to be repaired. We will ensure the repairs are carried out properly.

REPAIR GUARANTEE

We will guarantee the quality of workmanship and materials on authorised repairs, including any sub-let repairs, for the life of the Motorcycle at no extra cost to you, while the Motorcycle is under your ownership. For example, our workmanship guarantee would apply to respraying a replaced panel.

WHO REPAIRS YOUR MOTORCYCLE

To have your Motorcycle repaired:

- you can suggest a repairer, or we can suggest one for you.
- if we do not accept your choice of repairer, you must still cooperate with us to select another repairer, who has the necessary qualifications, skills and equipment to undertake the repairs, that we both agree on.

Parts used in repairing your Motorcycle will be compatible with the age and condition of your Motorcycle and may be:

- manufactured by any other manufacturer other than the Motorcycle manufacturer, or
- refurbished

CLAIM RECOVERY

If you make a claim on this insurance for an incident that we are satisfied was not your fault, we reserve the right to take action to recover any money paid by us. To determine whether or not you, your driver, a passenger on your Motorcycle or someone else was at fault for an incident we may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that apply to the claim circumstances.

When we do this, we may need to take such action in your name and you will need to cooperate with us and give us any information we may reasonably require. We will only request information and co-operation relevant to handling Your claim and will explain why the information and co-operation is required.

We will pay for any legal expenses.

PAYING THE AGREED VALUE, MARKET VALUE OR REPLACING YOUR MOTORCYCLE

This section applies if you have chosen cover type 1 Comprehensive cover.

If your Motorcycle is a Total loss and we decide to replace it, or we pay you the Agreed value or Market value, whichever is shown on your Policy schedule, the Motorcycle including any Accessory or Modification becomes our property. If we replace any damaged Personal items or Riding gear and gear bags, we may keep those damaged items and they will become our property. If your Motorcycle has non-standard number plates we will allow you to retain them.

If we pay you the Agreed value or Market value, whichever is shown on your Policy schedule, or replace your Motorcycle, this insurance will cease, and no refund of Premium will be available. If you pay your premium by instalments, we will deduct any outstanding premiums when we pay the claim.

EXAMPLES OF WHAT WE WILL PAY AT CLAIM TIME

COMPREHENSIVE COVER – MOTORCYCLE BEEN REPAIRED

When riding your Motorcycle, your Motorcycle is damaged as a result of an accident which is your fault. We agree to repair your Motorcycle.

Your Policy schedule says that you had your Motorcycle licence for 6 years. The Agreed value on your Motorcycle is \$10,000 and your basic excess as shown on your Policy schedule is \$400.

Because you were 100kms away from home where you were in an accident, your Motorcycle was arranged to be towed by you and the towing company gives you a bill for \$150.

The quote to repair your Motorcycle	\$3,000
We reimburse you the amount you paid to the towing company	\$150
You pay the basic excess applicable on your policy to the repairer when requested	\$400
We pay the repairer, the cost to repair your Motorcycle minus the basic excess	\$2,600 (3,000 - \$400)

THIRD PARTY LIABILITY COVER – DAMAGED CAUSED BY UNINSURED MOTORIST

Your Motorcycle is damaged as a result of a collision caused by the driver/ rider of another vehicle.

You have provided us with the name and address of the driver/ rider and the registration number of the vehicle involved in the accident.

You have also told us that the other driver/ rider is not insured.

The estimated cost of repair for your Motorcycle is \$6,000. The Market value of your Motorcycle was assessed at \$4,000, taking into consideration the age, condition and odometer reading of your Motorcycle.

In this instance as the accident was not your fault, you are not required to pay any excess.

We will pay you \$4,000 as the policy has a limit of \$5,000 or the lesser of the value of your Motorcycle at the time of accident.

MAKING CHANGES TO THIS INSURANCE

CHANGING MOTORCYCLES

If you purchase a Replacement motorcycle valued at \$50,000 or less, this insurance will provide the same cover for the Replacement motorcycle for a maximum of 14 days from the time of purchase, provided you advise us of the Replacement motorcycle details within this period. If you wish to continue cover for your Replacement motorcycle with us after the 14-day period, you must contact us and confirm continuation of cover. If we do continue the cover, we will advise you of any change to the Premium and/or terms of the insurance. If you do not contact us and confirm continuation of cover with us, your Replacement motorcycle will not be insured with us after the 14-day period has ended.

If you do not give us the details of the Replacement motorcycle within this period, cover will only be provided for the Motorcycle described on the Policy schedule.

If you do not dispose of the Motorcycle described on the Policy schedule when you purchase a Replacement motorcycle, we will provide cover for both the Motorcycle described on the Policy schedule and the Replacement motorcycle for up to 14 days.

Cover for the Motorcycle described on the Policy schedule will cease when you dispose of the Motorcycle within 14 days.

If you purchase a Replacement motorcycle valued at more than \$50,000, cover will not be provided for the Replacement motorcycle until you notify us of the Replacement motorcycle details and we agree to provide cover for the Replacement motorcycle.

If you dispose of your Motorcycle and don't tell us, this insurance will cease without notice to you.

CANCELLING THIS INSURANCE

CANCELLATION BY YOU

You may cancel this insurance at any time by mail, by email or by calling us.

If you do request cancellation, we will retain an amount from the Premium you have paid to cover the time that the insurance had been in force and our cancellation fee of \$50.

We will refund the balance to you.

If we receive your cancellation request within 21 days from the insurance start date and you have not made a claim on this insurance, we will refund your Premium in full.

If your Motorcycle is subject to a finance agreement, we may need the financier's permission before we can cancel your insurance.

CANCELLATION BY US

We may cancel this insurance where circumstances described in insurance legislation allow us to do so.

If we cancel this insurance, we will retain an amount from the Premium that you have paid to cover the time that the insurance had been in force. We will refund the balance to you.

COMPLAINT AND DISPUTE HANDLING PROCESS

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services, or a decision we have made, let us know so we can help.

Call us on 13 74 33 or go to our website for more information: www.swanninsurance.com.au

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve your complaint when you contact us or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

Free Call: 1800 045 517

Email: Customer.relations@iag.com.au

Customer relations will contact you if they require information or have reached a decision. Customer Relations will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by Customer Relations you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

Free Call: 1800 931 678

Email: info@afca.org.au

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

Visit: www.afca.org.au

Further information about our complaint and dispute resolution process is available by contacting us.

FINANCIAL CLAIMS SCHEME

This Policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS entitles certain persons, who have valid claims in connection with protected policies, to be paid certain amounts by APRA in the event that an insurer becomes insolvent.

Information about the FCS can be obtained from APRA at www.apra.gov.au or by calling APRA on 1300 55 88 49.

HOW TO CONTACT US

Insurance Australia Limited trading as Swann Insurance (Swann Insurance)

ABN 11 000 016 722

Mailing address:

PO Box 14459 Melbourne VIC 8001

Phone numbers:

Claims enquiries: 1300 657 318

Policy enquiries: 13 RIDE (13 74 33)

Fax numbers:

Claims: 1300 363 419

Policy enquiries: 1300 720 380

Email:

Claims: swann.motor.claims@swanninsurance.com.au

Policy enquiries: info@swanninsurance.com.au

Internet: www.swanninsurance.com.au