



# DIRT BIKE TRANSIT INSURANCE PRODUCT DISCLOSURE STATEMENT AND MARINE POLICY WORDING

Date: 8<sup>th</sup> June 2017

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## SECTION 1 - INTRODUCTION AND IMPORTANT INFORMATION

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

We may need to update information in this PDS. If we need to do this, we'll either send you a new PDS or a supplementary PDS. You can also get a copy of these simply by calling us.

### About QBE Australia

The insurer of this Policy is (QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545) (QBE) and is a member of the QBE Insurance Group Limited, ABN 28 008 485 014.

QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

### About Jardine Lloyd Thompson Pty Limited (JLT)

Jardine Lloyd Thompson Pty Limited (JLT) is one of Australia's largest General Insurance Brokers, a group totally committed to service and the fulfilment of client needs. The group offers a diverse range of products and services to all areas of the industry and the wider community in all parts of Australia. JLT (ABN 69 009 098 864) holds an Australian Financial Services Licence No. 226827.

If You have any questions or would like further information regarding this insurance, You can contact Jardine Lloyd Thompson Pty Ltd (JLT) on:

Phone: 1300 117 131  
Fax: (02) 8824 1690  
Email: [bikes@jlta.com.au](mailto:bikes@jlta.com.au)  
Internet: [www.insurance.jlta.com.au](http://www.insurance.jlta.com.au)

### About KEY

Key Underwriting Pty Ltd ABN 11 146 607 838 (KEY) is an underwriting agency and acts on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence No 239545. KEY is an Authorised Representative (No. 403803) of Jardine Lloyd Thompson Pty Ltd ABN 69 009 098 864 AFS Licence No. 226827 (JLT). KEY is a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Limited ABN 24005 279 890 and a related company of JLT. KEY can be contacted at Level 37, Grosvenor Place, 225 George Street, Sydney NSW 2000.

Phone: +61 2 9290 8000.

## About Echelon Australia (Echelon)

Echelon is a 100% owned subsidiary of Jardine Lloyd Thompson Australia (JLT) which is a part of the Jardine Lloyd Thompson Group. Echelon is a national company with offices in all major capitals and strategic regional centres. Echelon consultants will actively support the claims process with a view to resolve outstanding claims as quickly as possible by providing direct access to relevant specialists and industry experts.

## The amount of any claim may be reduced

The amount of any claim made against the policy may be reduced:

- a) where an excess applies to each and every claim that amount will be deducted from the claim settlement – the amount of excess will be shown in the policy schedule.
- b) if you do not comply with any policy condition.

## The cost of this policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the market value of your dirt bike;
- the year, make and model of the dirt bike being insured;
- value of all accessories on your dirt bike;
- your residential address and the address where the dirt bike is garaged or stored;
- your insurance history.

## Significant benefits & features

The following is a summary only of the cover available and does not form part of the terms of Your insurance. We give examples of some of the significant benefits and risks but You need to read the Policy wording part of this document which sets out the terms and conditions of this insurance, to make sure it meets Your needs.

## Transit and Storage Cover

The Policy provides cover up to the current Market Value (or replacement value if Your Bike is less than 12 months old and You are the original owner) for loss and/or damage to Your Bike, when in Australia whilst it is In Transit, stored or at an Event, which is caused by theft, fire, lightning, explosion, storm, rainwater, earthquake, flood, and collision or overturning of the Conveyance and/or trailer attached to that Conveyance whilst it is transporting Your Bike and impact of Your Bike with an external object.

**\*\*Additional Transit and Storage Cover can be purchased for custom made trailers. This cover is optional and is only effective if shown in Your Schedule.**

Full details of the cover provided are listed in Section 3 of the Policy Wording "What You are Covered For".

## Significant Risks/Exclusions to Consider

Insurance contracts contain Policy exclusions, Policy terms and conditions and Policy limits and sub-limits that You should be aware of when deciding to purchase Our product. These things may affect the amount of the payment that We will make to You if You have claim

You should be aware of the following matters in considering whether this product is suitable for Your needs.

We will not pay for any loss or damage caused to Your Bike:

- arising from actual use of Your Bike including use for hire;
- When not at the Garaging Address, Your Bike was not Secured to a Fixed Object, or was not stored within a fully locked and enclosed trailer, and that trailer was secured by way of wheel locks or hitch lock at the time of the theft;
- When kept at the Garaging Address, Your Bike was not stored and secured within a fully locked and enclosed building or shipping container, or a fully locked and enclosed trailer, and the trailer was not secured by way of wheel locks or hitch lock at the time of the theft;
- whilst loading or unloading Your Bike onto or from a Conveyance or trailer;
- you or the driver of a vehicle transporting Your Bike were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake a breath analysis.

These are only examples of some of the exclusions that may apply. Further information about these and all of the other exclusions that apply are included in Section 4 of the Policy Wording - "What You are Not Covered For".

A Terrorism exclusion also applies to this Policy, and the details of this exclusion are set out in Section 4 of the Policy Wording. You should also note that if We allege that because of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon You.

We may also refuse to pay or reduce the amount We pay for a claim:

- If You do not comply with the conditions of the cover which are set out in the Policy Wording in this document. Please read these conditions to make sure You understand Your obligations.
- If You do not comply with Your Duty of Disclosure which is set out in this PDS ; or
- If You make a fraudulent claim.

We can also cancel Your policy in certain cases, for example if You breach Your duty of disclosure or a cover condition.

## Risks of the Policy for You to Consider

You should consider the following when deciding whether to hold this Policy:

- whether the Policy provides the level of cover You need. Your level of cover may not be adequate. For example, you are only covered for the current Market Value of Your Bike;
- whether You are able to satisfy the terms and conditions of the Policy;

- in some instances there are restrictions and limits on the cover, which means that there will be either no insurance cover provided or the amount We pay may be limited. (For more information, see further below and refer to the Policy Wording); and
- We may refuse to pay part or all of a claim under the Policy if You do not comply with the terms and conditions of the Policy.

## Cooling –Off Period

We will refund all premium for cover under the insurance policy if You request cancellation of the insurance policy within 30 days of its commencement. To do this You must advise Us in writing. You will not receive a refund if the policy has already expired or if You have made a claim under the insurance policy during the cooling off period.

## Privacy

TUS and QBE each have a privacy policy which sets out personal information they collect and how they collect, disclosure, store and use it.

## KEY

KEY is committed to the protection of your privacy and is bound by the Australian Privacy Principles for the handling of your information.

KEY's Privacy Policy can be examined by accessing our website (<https://www.au.jlt.com/privacy-policy>) or by obtaining a copy from the Key Privacy Officer (Level 37, Grosvenor Place, 225 George Street, Sydney, NSW, 2000: or on telephone number (02) 9290 8000).

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide that information to us, the purposes we may use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

## QBE Australia

QBE Insurance (Australia) Ltd will collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so that we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact our customer care unit.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

### **If you do not tell us something**

#### **Where the Marine Insurance Act 1909 (Cth) applies:**

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

#### **Where the Insurance Contracts Act 1984 (Cth) applies:**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### **How to apply for this insurance**

When You apply for insurance You will need to give Us information about You and Your circumstances. The information We need is contained in the online application form that You have accessed on the website at [www.insurance.jlta.com.au](http://www.insurance.jlta.com.au).

If Your application is accepted and payment has been received You will be issued with a Policy Schedule confirming the cover that is in place.

### **How to make a claim**

Please contact Echelon to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where You have advised Us beforehand and Your claim has been accepted. Full details of what You must do for Your claim to be considered are provided in the 'Claims' section of the Policy Wording.

In the event of a claim, please contact: Echelon Claims Services

GPO Box 1693, Adelaide SA 5001  
Phone: 1800 640 009  
Fax: (08) 8235 6448

### **Resolving complaints and disputes**

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

## Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions – but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

## Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

## Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

### HOW TO CONTACT QBE CUSTOMER CARE

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a> to make a complaint. <a href="mailto:privacy@qbe.com">privacy@qbe.com</a> to contact us about privacy or your personal information. <a href="mailto:customercare@qbe.com">customercare@qbe.com</a> to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124



## HOW TO CONTACT FOS AUSTRALIA

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

## HOW TO CONTACT THE OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Financial claims scheme

Your Policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from the Australian Prudential Regulation Authority (APRA).

## HOW TO CONTACT APRA

Phone	1300 558 849 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.fcs.gov.au">www.fcs.gov.au</a>

## Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice.

The Code aims to:

- commit us to high standards of service
- promote better, more informed relations between Us and You;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You
- promote continuous improvement of the general insurance industry through education and training.

You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Policy Schedules

Policy Schedules are a record of Your specific insurance covers. When You receive them, please check the Policy Schedules carefully and inform Us immediately if You feel anything needs to be changed. In order that You always have a complete up-to-date record of Your cover, We will send You a new set of Policy Schedules whenever Your insurance cover is renewed or changed in any way.

## Policy Wordings

The Policy Wording details all the terms and conditions of cover. In certain cases, Additional Benefits, Definitions, Exclusions and Conditions have been included or varied to suit Your requirements. In these cases Endorsements are included with the relevant Policy Wording and are shown on Your Policy Schedule.

It is important that You carefully read and understand Your Policy Wording because it describes the terms, conditions and exclusions that apply to Your insurance.

## Important

You are only covered for those sections which are shown on the Policy Schedule or in respect of which a certificate of insurance has been issued.

## Keeping Your Documents Safe

You should keep Your Policy in a safe place in case You need to refer to it in the future.

Echelon may require You to provide receipts and other documentary evidence to support a claim. You should keep those documents in a safe place in case required to settle a claim.

## Important Conditions

- You must notify Us when You change Your place of residence or if You change the regular overnight parking location of Your Bike.
- When renewing Your insurance with Us, You must also advise any changes to Your claims, insurance or criminal history.

## SECTION 2 - DEFINITIONS

The following words when capitalised in Your Policy have the meaning given below.

**Accessory (ies):** means any equipment fitted to Your Bike which is not standard for its make and model.

**Application Form:** means the application form for Your Policy which You complete or which is completed on Your behalf prior to You entering into this Policy.

**Bike:** means the motorcycle specified on Your Policy Schedule. It includes any Accessory attached to the Bike which is listed on Your Policy Schedule.

**Conveyance:** means any air, sea or land transport used to transport the Bike.

**Event:** means any organised motor sport meeting and includes private practice.

**Fixed Object:** means property that is firm, stable or permanent and not able to be moved. Stationary registered locked motor vehicles and Immobilised trailers are Fixed Objects for the purposes of this Policy.

**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:

- (i) A lake (whether or not it has been altered or modified);
- (ii) A river (whether or not it has been altered or modified);
- (iii) A creek (whether or not it has been altered or modified);
- (iv) Another natural watercourse (whether or not it has been altered or modified);
- (v) A reservoir;
- (vi) A canal;
- (vii) A dam.

**Garaging Address** means:

- (i) the normal place where Your Bike is stored and nominated by You on Your Policy Schedule; or
- (ii) any other location, except whilst In Transit or at an Event, where Your Bike is stored with Your consent.

**Immobilised** means:

- (i) if the trailer is attached to a motor vehicle: the trailer is Secured to the motor vehicle;
- (ii) if the trailer is not attached to a motor vehicle: securing the wheel(s) of a trailer to its frame by the use of a padlock, padlock and chain or cable, wheel clamp or other professionally manufactured anti-theft device.

**In Transit:** means a journey that commences from the Garaging Address, an Event or elsewhere and ends upon arrival at the intended destination, including periods of stoppage during the transit.

**Market Value:** means the value of Your Bike at the time of loss taking into consideration its age and condition. To assist in determining the Market Value We may use industry guides or other available information.

**Partial Loss:** means loss or damage that is less than a Total Loss. It occurs when We decide, at Our option, to repair the Bike or any part of it, replace any part of it or reimburse You for the loss or damage to it.

**Period of Insurance:** means the Period of Insurance shown on Your Policy Schedule.

**Policy:** means Your Policy Wording, and Your Policy Schedule and any amendments to any of these that We notify You of in writing.

**Policy Schedule:** means a document that in conjunction with the Policy Wording issued by Us which forms part of Your insurance contract with Us and includes the Insured name (You), the Premium payable and the Period of Insurance. It also contains information including what cover You have chosen to take, Your excess and special conditions that are applicable.

**Policy Wording:** means the Dirt Bike Insurance Policy Wording dated 08<sup>th</sup> June 2017.

**Premium/s:** means the total amount (including relevant fees, taxes, duties and Government charges) You pay for Your Policy.

**Secure/Secured:** means the use of a chain, lock or other security device to provide reasonable security for Your Bike.

**Sum Insured:** means the Market Value of Your Bike at the date of loss or damage.

**Terrorism:** means an Act of Terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.

**Total Loss:** means when We decide it is uneconomical to repair Your Bike for any reason or Your Bike is stolen.

**“We”, “Our” or “Us”:** means QBE Insurance (Australia) Limited

**“You”, “Your”:** means the “Insured” named in the Policy Schedule.

## SECTION 3 - WHAT YOU ARE COVERED FOR

### Insured Events

We will cover loss or damage to your Bike during transit or storage within Australia caused by the following insured events:

- fire, lightning, explosion, storm, rainwater, earthquake, flood;
- collision, overturning or jack-knifing of the conveying vehicle, and/or trailer attached to the conveying vehicle that was transporting your Bike;
- Impact from falling objects;
- theft from a locked vehicle transporting your dirt bike while your Bike was locked to or in the carrying vehicle and following forcible and violent entry into the locked vehicle or carrying compartment;
- theft from a securely locked and enclosed building, locked and enclosed trailer or shipping container following forcible and violent entry;
- theft of the vehicle which was transporting your Bike;
- malicious damage whilst kept in a securely locked and enclosed building, locked and enclosed trailer or shipping container.

### Transits by sea

When your Bike is in transit by sea, you are also covered for the following insured events :

- Physical loss or destruction or damage caused by jettison.
- Physical loss or destruction or damage as a result of general average sacrifice.
- General average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy.

### Transit by third parties

Where your Bike is being moved by other parties such as carriers, freight forwarders, airlines or shipping companies, this insurance is extended to include accidental loss or damage sustained while in the care, custody or control of those parties.

### Optional Extensions to Cover

Only when noted in the Policy Schedule, this Policy is extended to include the following:

- Custom Made Trailer(s)

If noted in the Policy Schedule under “Extensions”, the definition of “Bike” is extended to include registered trailers that are custom made for the purpose of transporting Your Bike.

Subject always to the Policy terms, Conditions and Exclusions.

**PLEASE MAKE SURE YOU READ SECTION 4 CAREFULLY TO UNDERSTAND THE EXCLUSIONS THAT APPLY TO THE POLICY.**

## SECTION 4 - WHAT YOU ARE NOT COVERED FOR

### Specific Exclusions

You are not covered under Your Policy for loss and/or damage to Your Bike which is directly or indirectly caused by or arising out of any of the following:

- Actual use of Your Bike including use for hire;
- Theft of Your Bike where:
  - (i) the theft was by You or a person acting with Your express or implied consent;
  - (ii) when not at the Garaging Address, Your Bike was not Secured to a Fixed Object, or was not stored and secured within a fully locked and enclosed building or shipping container, or not stored within a fully locked and enclosed trailer, and that trailer was secured by way of wheel locks, hitch lock or other security device that prevented the trailer being moved, at the time of the theft;
  - (iii) when kept at the Garaging Address, Your Bike was not stored and secured within a fully locked and enclosed building or shipping container, or a fully locked and enclosed trailer, and that trailer was secured by way of wheel locks, hitch lock or other security device that prevented the trailer being moved, at the time of the theft;
  - (iv) when kept at the Garaging Address, the theft was by or with the express or implied consent of, persons who normally live at the Garaging Address;
  - (v) there is no visible evidence of violent and/or forcible entry.
- Collision and/or overturning of the Conveyance, and/ or trailer attached to that Conveyance, which is transporting Your Bike where:
  - (i) that Conveyance was being driven in an unsafe or un-roadworthy condition;
  - (ii) that trailer was being towed illegally or in an unsafe or un-roadworthy condition;
  - (iii) you were the driver of a vehicle transporting Your Bike and you were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
  - (iv) the driver of any vehicle transporting Your Bike with your knowledge or consent, was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake breath analysis;
  - (v) you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting Your Bike;
- loading or unloading of Your Bike onto or from a Conveyance or trailer;
- Your Bike, whilst being transported, was not safely Secured to the trailer or carrying Conveyance.

### General Exclusions

You are not covered under Your Policy for loss and/or damage to Your Bike which is directly or indirectly caused by or arising out of the following:

- Wear and tear, gradual deterioration, failure to maintain, faulty materials or faulty workmanship, mechanical and/or electrical breakdown;
- Loss or damage to Your Bike which is caused by You or a person acting with Your express or implied consent.

- Malicious damage;
- A person legally seizing Your Bike;
- Any chemical, biological, bio-chemical or electromagnetic weapon;
- Welding, any similar process involving the intentional application of heat or other intentional processes carried out by You to Your Bike or by a person acting with Your express or implied consent;
- Not taking reasonable steps to protect Your Bike from loss and/or damage;
- Events that occur outside Australia;
- The cost of repairing existing damage to Your Bike;
- Consequential loss of any kind;
- Any legal liability of whatsoever nature.
- Radioactive contamination from:
  - (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - (v) any chemical, biological, bio-chemical and electromagnetic weapons.
- War, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority unless the Bike is aboard a conveyance.
- Any acts of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion

For the purposes of this exclusion, an 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 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 organization(s) or government(s) de jure or de facto, and which:

- (i) Involves violence against one or more persons, or
- (ii) Involves damage to property, or
- (iii) Endangers life other than that of the person committing the action, or
- (iv) Creates a risk to health or safety of the public or a section of the public, or
- (v) Is designed to interfere with or to disrupt an electronic system.

Your Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to exclusions for Radioactive Contamination, War or Terrorism above

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



## SECTION 5 - WHAT WE WILL PAY YOU

### Partial Loss

For all Partial Loss and/or damage to Your Bike, which is covered by Your Policy We can choose either to:

- repair Your Bike using parts which, are either new or consistent with the age and condition of Your Bike;
- replace Your Bike with one of similar make, model and condition;
- pay You the cost of repairing Your Bike, parts to be costed at either new price or at a price consistent with the age and condition of Your Bike; or
- pay You up to the current Market Value of Your Bike;

less the appropriate excess.

### Total Loss

If Your Bike is a Total Loss then We will pay You:

- the current Market Value of Your Bike; or
- if Your Bike is less than 12 months old and You are the original owner, We will replace Your Bike with one of similar make, model and condition

less the appropriate excess, then:

- Your Bike, or what is left of it, including any extra items or Accessories fixed to it, becomes Our property; and
- Your Policy ends and You cannot make any further claims.

### Additional Benefits

#### Towing Costs

If Your Bike is damaged or recovered after theft, We will pay the reasonable cost of removal to the nearest repairer or place of safety or another place We have authorised. The maximum We will pay under this benefit is \$500.

#### Finance Payout – Total Loss

Where Your Bike is subject to any financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the contract payout amount and the Market Value of Your Bike to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the financial agreement. However, We will not pay if We are not required to do so by the finance provider.

## SECTION 6 – CLAIMS CONDITIONS AND PROCEDURES

### Reporting to the Police

You must make a report to the police as soon as possible if Your Bike has been stolen or You suspect or should suspect that Your Bike has been stolen.

### Making a Claim

In the event of a claim, please contact:

Echelon Claims Services  
GPO Box 1693 Adelaide SA 5001  
Phone: 1800 640 009  
Fax: (08) 8235 6448

### Claim Form

Before Your claim can be considered, You must promptly and accurately complete a claim form and deliver it to Echelon Claims Services with any additional supporting documentation that may be required.

### Excess – Your Contribution towards a claim

You will have to pay an excess if a claim is paid under Your Policy. There are two (2) types of excess, a Standard Excess and a Theft Excess. The type and amount of each excess is shown on Your Policy Schedule. Only one (1) excess will apply to each claim and in most cases, the excess will be deducted from the amount paid for the claim.

## SECTION 7 - OTHER CONDITIONS THAT APPLY TO YOUR POLICY

### Premium & Approval of Application Form

In order for cover under Your Policy to exist, the Premium must have been received in full and Your Application Form must have been received by JLT and accepted by KEY.

### Changes to Your Policy

If You want to make changes to any of the information shown on Your Policy Schedule, You must notify JLT. Any changes You make to Your Policy become effective when:

- We agree to the changes in writing; and
- You have paid any additional Premium, which We require.

### Cancellation

#### Cancellation by You

You may cancel the Policy at any time by giving Us notice in writing. If there are other people named as insured on your Policy, we only need a request to cancel it from one of You.

#### Cancellation by Us

- During the Period of Insurance.

We may cancel this Policy by giving You written notice to that effect where You have:

- failed to comply with the duty of utmost good faith,
  - failed to comply with the duty of disclosure at the time when the Policy was entered into,
  - made a misrepresentation to Us during the negotiations for the Policy before We entered into the Policy,
  - failed to comply with a provision of the Policy,
  - failed to pay the premium or failed to pay any instalments for longer than one month,
  - made a fraudulent claim under this Policy or any other policy of insurance (whether with Us or some other insurer), that provided insurance cover during any part of the period during which this Policy of insurance provides insurance cover,
  - failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy.
- We may cancel this Policy pursuant to any right at law but subject to the provisions of the Insurance Contracts Act 1984 (Cth) (the Act).
  - On expiry of this Policy

We may cancel this Policy at the end of the Period of Insurance. If this is about to happen We will tell You in writing within the terms set out in the Insurance Contracts Act 1984 (Cth) as amended).

## Premium Refund

On cancellation, a refund of the Premium will be made equal to the unexpired period of this Policy excluding any non-refundable Government charges.

If a Total Loss claim has been paid Your Policy will cease and You will not be entitled to any refund of Premium.

## Notices

Any notice that We give You will be in writing. It will be effective if it is delivered to You personally or if it is delivered or posted to Your address last known to Us (including when it's an electronic one). If there is any change to Your address it is important for You to notify Us of the change as soon as possible.

## Goods & Services Tax (GST)

If You are not a Goods and Services Tax (GST) registered entity and You are liable to pay GST in respect to Your claim without being entitled to an input tax credit, Echelon will pay the GST. If You are a GST registered entity entitled to an input tax credit for Your Premium and/or for things covered by Your Policy, You must disclose these entitlements to Echelon. Any claim payment under Your Policy will be reduced by the amount of any input tax credits to which You are, or would be, entitled.

## Governing Law

Your Policy is governed by the Laws of Australia. Any dispute or action in connection with Your Policy shall be conducted and determined in the Courts of Australia.