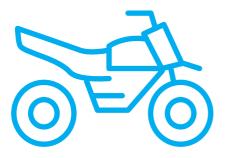


# Motorcycle Insurance

# **Product Disclosure Statement**



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件,它解释了根据保单条款什麽是受保、什麽是不受保项目,以及你方 和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读 和理解英文,请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件,它解釋了根據保單條款什麼是受保、什麼是不受保項目,以及你方 和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀 和理解英文,請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੌੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

# **About QBE**

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). *We* have been helping Australians protect the things that are important to them since 1886.

# **QBE in the community** Premiums4Good<sup>™</sup>

*We* are committed to giving back to the communities that *we* operate in. Through Premiums4Good, *we* invest a portion of customer premiums into investments that have additional social or environmental features. So, when *you* choose *us* as *your* insurer, *your* premium automatically does some good.

# If you buy this insurance through a dealership or intermediary

If *you* buy this insurance through a dealership or an intermediary, they act on behalf of QBE as QBE's authorised representative when distributing this insurance and they're remunerated by QBE. For further details, see the dealership's or intermediary's Financial Services Guide available on their website (where relevant), or contact them directly to obtain a copy. *You'll* find their details on *your* quote and/or *Policy Schedule*.

# Who this product is designed for

This product is designed for owners of a registered motorcycle:

who require cover for:

- accidental loss of or damage to their bike; and/or
- damage caused to another person's car or property due to the use of their own bike, if they are found to be legally liable for the damage

that meets the registration requirements in their State or Territory.

# Who it is not designed for

This product is not designed to provide cover for:



- all terrain vehicles;
- utility task vehicles; or
- side-by-side motorcycles



- uses like:
  - to deliver food;
  - as a courier;
  - as a riding instructor;
  - to carry pillion riders for hire, fare or reward;
  - on a race track or speedway;
  - for racing, a time trial or in a rally; or
  - to let out for hire

# Who it is not designed for (continued...)

- customers who require:
  - Compulsory Third Party Insurance (CTP), for bodily injury cover as a result of a motorcycle accident only. This cover is only available under a CTP policy.



If *you* purchase this product and it is not designed for *your* circumstances, *you* may not get:

- the value from it that you expected; or
- any value from the product at all.

This PDS does not consider *your* objectives, financial situation or needs. Before deciding to buy this policy and whether the cover is right for *you*, please consider both the PDS and *your* particular circumstances.

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#### **Our agreement**

When *you* pay or agree to pay *your* premium, *we* agree to provide *you* with insurance cover under the terms and conditions set out in this policy.

# **Your policy documents**

When you buy your policy, it will be made up of:







this Product Disclosure Statement (PDS)

any applicable Supplementary Product Disclosure Statement (SPDS)



your Policy Schedule

Information in this PDS might change. If the change is adverse then *we'll* issue an SPDS or a new PDS at renewal. All updates (whether adverse or not adverse) will be made available at **qbe.com/au** or *you* can request an up-to-date paper copy at no charge by *us*.

#### Receiving your policy documents

*We'll* normally email *your policy* and other related documents. *We'll* consider an email to be received by *you* when it enters *your* mail server, but in any event no later than 24 hours from the time it's sent out of *our* data system. *You* can choose to receive *your policy* documents by post and *you* can change *your* preference at any time. It's *your* responsibility to make sure *we* have *your* current email and mailing address on record, so *you* must let *us* know as soon as these change.

#### About this PDS

This PDS tells *you* about the QBE Motorcycle Insurance policy *we* offer including the conditions and exclusions of the cover. Before deciding to buy this policy, please read this PDS to decide if the cover is right for *you*.

Words in italics have special meanings that are explained in **Definitions**.

The amounts stated in this policy include GST unless stated otherwise.

#### When there is more than one insured

When there is more than one *insured* on *your policy*, *we* may treat what any one of them says or does in relation to *your policy* or any claim under it, as said or done by each of the *insureds*. *We* may rely on a request from one *insured* to change or cancel *your policy* or tell *us* where a claim payment should be paid. Where a payment is made to one insured under this policy, *we* have no further obligations to any other insured regarding that payment.

#### Who is covered

*Your policy* covers anyone who rides *your bike* when they meet the policy's terms and conditions. *You* do not have to list all riders but if someone riding *your bike* at the time of an *incident* is not listed on *your Policy Schedule*, an Undeclared Rider Excess will apply in addition to any other applicable excess(es).

#### About your policy

#### Premium

*Your* premium is the cost of buying *your policy*. It is the amount *we* set by taking into account things like the chance of *you* making a claim under *your policy*, the overall cost of claims *we* expect to pay and *our* expenses of doing business as well as other commercial factors.

*Your* premium also includes any discounts *you've* received, GST and other applicable government fees, duties and charges.

*We* use many factors in setting *your* premium. The importance *we* place on these factors can change, and how *we* combine them to set the premium differs from policy to policy.

The factors we use to set your premium include:

Factors	Comprehensive cover	Third Party, Fire and Theft cover	Third Party Only cover
The cover <i>you</i> have chosen	The premium for C usually higher than Party, Fire and The	the premium	
	The premium for T cover is usually hig Third Party Only co	her than the p	
Information about your bike	~	~	$\checkmark$
Information about riders listed on <i>your</i> policy	~	~	~
Claims made on <i>your policy</i> , and claims <i>you've</i> told us that riders listed on <i>your</i> <i>policy</i> have made on other policies. <i>Your</i> premium may be higher if there has been one or more of these claims		×	×
If you've chosen an agreed value, your premium will be higher than if you had chosen market value. The higher the agreed value for your bike, the higher your premium will be	~	×	×

Factors	Comprehensive cover	Third Party, Fire and Theft cover	Third Party Only cover
The higher the standard excess <i>you</i> have selected, the lower <i>your</i> premium will be			
<b>Note:</b> there is no option to change the standard excess under a Third Party, Fire and Theft policy or a Third Party Only policy.	✓	×	×
If <i>you</i> pay <i>your</i> premium annually in full, <i>your</i> premium will be approximately 8% lower than if <i>you</i> pay in instalments	~	~	~

#### Your premium at renewal

Each time *you* renew *your policy*, *your* premium is likely to change even if *your* insured circumstances haven't changed. This is because *we* use many factors to set *your* premium.

When we set your renewal premium, we'll consider how much it was before, and we may limit any increase in that renewal term.

#### **Discounts**

*We* may offer discounts or other special offers from time to time. If *your* premium has been reduced by a discount or a special offer, the value of the discount *you* have received will be displayed in the premium breakdown on *your Policy Schedule*.

For policies sold through a dealer, a dealer may from time to time waive some or all of the commission they receive from *us* to reduce the premium on the policy being sold. If *your* premium has been reduced in this way, the value of the premium reduction will be included in *your* premium and will not be displayed separately on *your Policy Schedule*.

Discount type	Description
Motorcycle club membership	A 10% discount applies to <i>your</i> premium if <i>you</i> advise <i>us</i> that <i>you're</i> a member of a motorcycle club approved by QBE.
<b>Note:</b> This discount is only available under a Comprehensive policy.	The 10% is applied to <i>your</i> premium:
	<ul> <li>before it is reduced by commission that a dealer may have waived (if any); and</li> </ul>
	<ul> <li>before GST and other applicable government fees, duties and charges.</li> </ul>

#### About your policy

## **Cooling off period**

If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and *we'll* give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

*You* can also cancel *your policy* outside the cooling off period, see **Cancelling your policy**.

#### **Tell us when things change**

*You* must tell us as soon as possible if any of the information on *your Policy Schedule* is incorrect or has changed. For example *you* must tell *us* if:

- there is a change to the registration status of *your bike*
- the ownership of your bike changes
- your bike is replaced or sold
- a modification is made to your bike
- a non-standard accessory is added

If you want to insure a modification or non-standard accessory, you must tell us about each one. If we agree to cover it, we will issue a new Policy Schedule and ask you for any additional premium.

- the address where your bike is usually kept changes
- where you usually park your bike changes (for example 'driveway', 'locked garage')
- there is a change to how your bike is used (for example if you start using your bike for business purposes)
- your contact details like email, phone number or mailing address change.

If you don't tell us, we may reduce or refuse to pay a claim.

#### About your policy

# Changes to your circumstances

If you tell us about a change to any of the information contained in your Policy Schedule then we will consider it under our underwriting rules and processes, and depending on the underwriting assessment:

- if we do not agree to the change, then we will cancel your policy and refund the unused portion of the premium.
- if we agree to the change, we will issue a new Policy Schedule and ask you for any additional premium, inform you of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:
  - if *you're* paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
  - you have paid the additional premium by the due date we give to you.

If *you* don't pay the additional premium by the due date, then *we* will make reasonable efforts to contact *you* using the latest contact details *you* provided *us*. If *we* don't receive payment of the additional premium owed, then *we* will cancel *your policy*. *We* will use the latest contact details *you* provided *us* to notify *you* of the cancellation date, which will depend on factors including:

- the amount of the additional premium payable for the change;
- the premium you have already paid on your policy; and
- the remaining period of insurance.

You will not receive a refund as we will use the premium you have already paid to delay the cancellation date by as long as possible. If you pay the additional premium after we notify you but before the cancellation date, then we will no longer need to cancel your policy.

If relevant, please see *our* Financial Hardship policy available at **qbe.com/au** 

Changes of these kinds sometimes alter the risk to *us* in such a significant way that it is no longer within *our* underwriting rules, and *we* would not have issued the policy if the request had been made before the start of the policy.

Contact 1800 243 464 to discuss

potential changes in circumstances when *you* know the details of the timing

and nature of the changes before they

happen, to find out in advance whether

we will be able to continue to insure you.



There are situations *you're* not covered for. See **General exclusions**.

Depending on your circumstances, you can select one of the following covers:

- Comprehensive; or
- Third Party, Fire and Theft; or
- Third Party Only.

The cover you select will be shown on your Policy Schedule.

## What is Comprehensive cover?

If you have chosen Comprehensive cover, your policy covers:

- accidental loss of or damage to your bike in Australia from incidents such as:
  - collision or impact
  - theft or attempted theft
  - fire or explosion
  - weather events (such as hail or flood) and
  - malicious damage
  - up to the amount shown on your Policy Schedule
- the Standard Features explained in this policy
- legal liability arising from damage to someone else's property caused by the use of *your bike*.

### What is Third Party, Fire and Theft cover?

If you have chosen Third Party, Fire and Theft cover, your policy covers:

- accidental loss of or damage to your bike from:
  - theft or attempted theft and

• fire

up to the market value

- the Standard Features explained in this policy which are indicated as being applicable to Third Party, Fire and Theft cover
- legal liability arising from damage to someone else's property caused by the use of *your bike*.

## What is Third Party Only cover?

If you have chosen Third Party Only cover, your policy covers:

- the Standard Feature **Change of bike** explained in this policy which is indicated as being applicable to Third Party Only cover
- legal liability arising from damage to someone else's property caused by the use of *your bike*.

## Where you are insured – Australia only

This policy only insures *you* for an *incident* occurring in Australia or while *your bike* is being transported within Australia.

### **Standard Features**

The following Standard Features apply when they are directly connected to an *incident* resulting in loss of or damage to *your bike*, and *your* claim for that *incident* is accepted. There is no excess payable for these Standard Features as *you* will already be paying the applicable excess for the *incident*.

Whether the Standard Features apply to Comprehensive cover, Third Party, Fire and Theft cover or Third Party only cover is indicated in the first column of the table.

Standard Feature	✓ We will	× But not
<ul> <li>Motorcycle apparel</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> <li>See How we settle claims for motorcycle apparel</li> </ul>	pay up to \$2,000 per item and up to \$4,000 in total per <i>incident</i> for <i>motorcycle</i> <i>apparel</i> damaged as a result of an <i>incident</i> , excluding theft	any audio or video equipment attached to or built into <i>motorcycle</i> <i>apparel</i> ; if the damaged <i>motorcycle</i> <i>apparel</i> is more than 10 years old; more than \$10,000 in any one period of insurance
<ul> <li>Travel expenses</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	reimburse up to \$100 in total to help the rider of <i>your bike</i> and any pillion riders get to their destination	if <i>your bike</i> is safe to ride

Standard Feature	✓ We will	× But not
<ul> <li>Emergency accommodation and transport costs</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	reimburse up to \$1,000 in total for the reasonable cost of essential accommodation and transport to get the rider of <i>your bike</i> and any pillion riders home	if the <i>incident</i> occurs less than 100km from home; if <i>your bike</i> is safe to ride; any other costs such as food or laundry
<ul> <li>Removal and storage costs</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	pay the reasonable cost of removing <i>your bike</i> to the nearest repairer or safe location; pay reasonable storage costs at the agreed location	if <i>your bike</i> is safe to ride

#### **Standard Feature**



#### Hire vehicle after a not-at-fault bike accident

- Comprehensive cover
- X Third Party, Fire and Theft cover
- X Third Party Only cover

*'not-at-fault'* has a special meaning. See **Definitions**.

#### ✓ We will

pay the reasonable daily cost of a *suitable hire vehicle* if *your bike* is damaged in a *not-at-fault* bike accident.

It will be provided:

- until repairs authorised by *us* are completed; or
- until we pay the reasonable costs to repair your bike; or
- until we pay your claim after your bike has been assessed as a total loss

#### × But not

when *your bike* is not at the authorised repairer and it's safe to ride;

if *you* arrange a hire vehicle without *our* authorisation;

for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction;

after *we* receive information confirming that the rider of *your bike* caused or contributed to the accident

-`\_\_\_\_\_

#### Hire vehicle after theft

- Comprehensive cover
- Third Party, Fire and Theft cover
- X Third Party Only cover

pay the reasonable daily cost of a *suitable hire vehicle*, if *your bike* is stolen.

It will be provided for up to 14 days:

- until your bike is found and doesn't need repairs; or
- until repairs authorised by *u*s are completed; or
- until we pay the reasonable costs to repair your bike; or
- until we pay your claim after your bike has been assessed as a total loss

when *your bike* is not at the authorised repairer and it's safe to ride;

if *you* arrange a hire vehicle without *our* authorisation;

for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction

Standard Feature	✓ We will	× But not
<ul> <li>Delivery costs</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	arrange and pay up to \$500 for the reasonable cost of delivering <i>your bike</i> to the address where it's usually kept, if it's more than 100km from the authorised repairer	
<ul> <li>Essential temporary repairs</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	reimburse up to \$500 for essential temporary repairs needed to get <i>your bike</i> back on the road	
<ul> <li>Trailer cover</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	pay towards the cost of repairing or replacing <i>your</i> single axle <i>trailer</i> if it's stolen or damaged, when attached to <i>your bike</i> . The most <i>we</i> will pay is \$750 unless the trailer is specified on <i>your Policy</i> <i>Schedule</i> for a higher amount, in which case <i>we'll</i> pay up to the value specified.	for anything stolen from or damaged on top of or inside the <i>trailer</i>

#### What are you covered for?

Unlike the Standard Features in the previous table, *you* can make a claim for the following Standard Features even if the claim is not connected to an *incident* for which a claim has been accepted.

Standard Feature	✓ We will	× But not
<ul> <li>Theft of your bike keys</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> </ul>	pay up to \$1,500 towards the cost of replacing or recoding <i>your bike</i> keys, locks or barrels if <i>your bike</i> keys are stolen and <i>you</i> report the theft to police. An excess is payable for this Standard Feature.	if <i>your bike</i> keys are stolen by someone <i>you</i> gave them to; if <i>your bike</i> keys are just misplaced or lost
<ul> <li>Change of bike</li> <li>Comprehensive cover</li> <li>Third Party, Fire and Theft cover</li> <li>Third Party Only cover</li> <li>Third Party Only cover</li> </ul> Tell us as soon as you replace your bike. We'll tell you if we can insure it and if there are any changes to your policy.	<ul> <li>automatically transfer your policy's cover to a replacement bike for up to 14 days from when you sell or dispose of your bike.</li> <li>Where applicable, we'll cover the replacement bike up to:</li> <li>its purchase price; or</li> <li>the market value or agreed value of your bike, as shown on your Policy Schedule</li> <li>whichever is lower.</li> </ul>	

# **Legal liability**

In this legal liability section any reference to 'you' means the *insured*, any rider or any pillion rider of your bike.

This section explains the cover provided if *you* crash into a parked car or someone else's house for example.

#### What you're covered for

This policy covers *your* legal liability to pay compensation which arises from damage to someone else's property, caused by the use of *your bike*.

This legal liability cover also extends to:

- something falling from your bike as well as the loading or unloading of your bike. In this section, your bike includes an attached trailer as well as a substitute vehicle you're using because your bike is being repaired or serviced by a licensed tradesperson;
- *your* employer or business partner, if *you* were using *your bike* in the course of *your* employment or business partnership; and
- general average and salvage charges incurred by a shipowner where necessary for the safety of the ship and cargo, if *your bike* is being transported by sea between ports within Australia provided *you* are liable to contribute under Maritime Law.

*We'll* also cover clean-up costs at the scene of an accident, for which *you* are legally responsible.

#### What you're not covered for

This policy does not cover your legal liability if:

- the claim arises from damage caused to property owned by you or in your possession or control;
- × your bike is being used in a rider training course when the damage occurs;
- the use of the substitute vehicle is already covered for legal liability by another insurance policy;
- × the substitute vehicle is owned by you or is a hire vehicle;
- × you didn't have permission from the owner of the substitute vehicle to use it;
- × the claim arises from death or bodily injury; or
- × the claim is excluded by the **General Exclusions**.

#### The most we'll pay

The most *we'll* pay for all legal liability claims arising from any one *incident* is \$30,000,000. This includes GST and any associated legal costs *we've* agreed to pay.

# **General Exclusions**

There is no cover under any section of *your policy* for any claim or damage, loss, cost or legal liability, that involves, arises from or is in connection with any of these General Exclusions.

## Rider

There is no cover if the rider of your bike at the time of the incident was:

- riding without a valid driver's licence or not complying with their licence conditions;
- under the influence of alcohol and/or a drug (including medication);
- riding when exceeding the legal limit for alcohol and/or a drug (including medication);
- not willing to take part in a test for alcohol and/or a drug (including medication);
- riding after getting medical advice that their ability to drive/ride could be compromised by their medical condition or treatment;
- someone who stole your bike; or
- excluded on your Policy Schedule.

The above rider exclusions do not apply if *you* had no reason to suspect that the rider of *your bike* did or was any of the above. In that instance, *we'll* cover the damage to *your bike* but not any legal liability arising from damage caused by that rider. If allowed by law, *we* may recover the cost of *your bike's* damage from that rider.

## Intentional, reckless or fraudulent acts

There is no cover for intentional, reckless or fraudulent acts by:

- *you*, any rider or pillion rider of *your bike*, or anyone acting with *your* or their express or implied consent; or
- anyone who shares ownership of your bike.

Examples of reckless acts include street racing, riding into floodwater, illegally using a mobile phone or riding at dangerously excessive speed.

This exclusion does not apply if *your bike* was stolen. *We* reserve the right to report suspected fraudulent or other criminal acts to the police for their investigation.

## Use of your bike

There is no cover if your bike was being used:

- to deliver food or other goods for reward;
- for riding instruction;
- for hire, fare or reward;
- for a business use other than that shown on your Policy Schedule;
- to carry or tow a load (including a trailer) that was heavier than permitted by law or allowed by design specifications for the motorcycle or trailer, or was not properly secured;
- on a race or speedway track or in an organised event, whether or not the road was closed to public traffic;
- in preparation for, or when participating in, a race, time-trial, hill-climb or any competitive motor sport or contest;
- for any illegal purpose;
- in any courses conducted by Motorcycling Australia (MA), the Confederation of Australian Motor Sport (CAMS), or any other courses designed for improving *your* motorcycle racing skills; or
- in a *rider training course* other than where *you* have Comprehensive cover or Third, Party Fire and Theft cover and the course is:
  - for the purposes of improving your riding skill; and
  - conducted under the direct supervision of trained motorcycle riding instructors; and
  - approved by QBE.

In these circumstances, cover is limited to loss of or damage to *your bike* only and a rider training excess will apply. There is no cover for legal liability when *your bike* is used in any *rider training course*. Visit **qbe.com/au/ motorcycle-insurance** for a list of QBE-approved motorcycle *rider training courses.* 

#### **General Exclusions**

## **Reasonable actions and precautions**

There is no cover if:

- *you* or the rider of *your bike* did not take reasonable precautions to prevent loss or damage, for example:
  - leaving *your bike* keys in the ignition or elsewhere on *your bike* and leaving it unattended, such as when going to pay for petrol;
  - leaving your bike unlocked when you leave it unattended;
  - continuing to ride your bike after it has been damaged or is overheating; or
  - not securing *your bike* after it has broken down, been damaged or *you've* been notified it has been found after it was stolen;
- you've given someone permission to use your bike and they then steal it; or
- *you* or anyone using *your bike* admits fault or liability for an *incident*, unless *we* would have provided cover under *your policy* anyway.

# **Condition of your bike**

There is no cover if, at the time of the *incident*, *your bike*:

- was not registered in your state or territory; or
- was unroadworthy or in an illegal condition.

However, this 'Condition of your bike' exclusion applies only to the extent that the relevant claim or loss, damage, cost or legal liability is caused by, arises from or is made worse by *your bike's* unroadworthy and/or illegal condition, and *you* knew or a reasonable person in the circumstances would have known that the relevant condition of the bike may cause, give rise to or make worse the claim or loss, damage, cost or legal liability.

#### **Other loss or damage**

There is no cover for:

- incidents occurring outside Australia;
- tyre damage unless it's caused in an incident for which we've agreed to pay a claim;
- mechanical, structural, electronic or electrical failure, unless it's caused in an *incident* for which *we've* agreed to pay a claim;
- loss or damage as a result of faulty workmanship during repairs, enhancements or *modifications* to *your bike*, by *yourself* or another person;

#### Other loss or damage (continued...)

- deterioration or wear and tear;
- depreciation;
- mould, rust or any type of corrosion;
- financial or non-financial consequential loss related to your claim, such as:
  - lost profits or income because you can't use your bike;
  - loss due to delay in repairs because a part isn't readily available;
  - any diminished value of your bike after it's been properly repaired; or
- anything set out in the 'But not...' column in Standard Features.

#### Operation of law, war, nuclear material or terrorism

There is no cover under any section of *your policy* for any claims, loss, cost, damage, injury, death or legal liability, that is caused by, or arises from or in connection with:

- compulsory acquisition, lawful seizure, confiscation, nationalisation, requisition, repossession or other similar operation of law;
- invasion, acts of foreign enemies, hostilities, war or war-like operations (whether war be declared or not), or civil war;
- mutiny, civil commotion assuming the proportions of, or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
- a nuclear weapon, the use, existence or escape of nuclear fuel, waste, radiation or material, or nuclear fission or fusion;
- any act of *terrorism* involving biological, chemical, nuclear or radioactive pollution, contamination or explosion.

#### Sanctions limitation and exclusion clause

*We* will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose *us* to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

#### Laws impacting cover

*We* will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for *us* to do so.



This section explains *our* claims process. For some examples of how we pay claims under this policy, see **Claim payment examples**.

In this claims section any reference to 'you' means the *insured*, any rider or any pillion rider of *your bike*.

We handle many motorcycle insurance claims every day. We know that some of our customers face difficult circumstances when making a claim on their motorcycle insurance policy. In some cases, your circumstances might prevent you from strictly complying with policy terms and conditions. For

If relevant, please see *our* Financial Hardship and/or Family and Domestic Violence policies available at **gbe.com/au** 

example, if *you* are badly injured in an *incident* that also results in a claim under this policy, then *you* may not be able to provide the assistance *we* normally need to process *your* claim.

If this applies to *you*, then *you* or *your* family should speak to *us* about *your* situation. *We* will consider *your* situation and see how *we* can help *you*.

You can ask us if your policy covers a particular loss before you actually make a claim.

#### What to do after an incident

As soon as reasonably possible after an incident, you must:

- take reasonable steps to:
  - prevent further damage to your bike and keep it secure;
  - get the full name and address of each person involved;
  - get the registration numbers of any vehicles involved; and
- report the *incident* to police if *your bike* is stolen or deliberately damaged and provide details of the report to *us*. *We* may need the police report number to process *your* claim or *our* recovery action if there is a third party who is liable for *your* loss.

As soon as *you* can after the *incident*, call *us* on **1800 243 464** to make *your* claim, or lodge it online at **qbe.com/au** 

If *you* have an existing claim and need access to an interpreter, please contact *your* Claims Officer directly.

#### What you must not do after an incident

*We* reserve the right to reduce *your* claim payment if *your* actions after an *incident* increase the loss or liability. If *your* actions prevent *us* from recovering a claim payment from another person who would be liable to *you* for a loss or liability that *you* suffer, then *we* may refuse to pay *your* claim.

To avoid your claim being delayed, reduced or refused you must not:

- admit fault or liability, except in a court or to police;
- offer or negotiate to settle a claim;
- authorise repairs, other than as covered in the Standard Feature **Essential temporary repairs**. If *you* do, *we* may not cover them; or
- unnecessarily delay notifying us of the incident.

## **Cooperating with us**

You must provide reasonable assistance to us, including:

- being truthful and frank at all times;
- providing us with relevant information and documents we may ask for, such as proof
  of purchase or repair quotes, if needed;
- telling *us* as soon as reasonably possible if *you've* been contacted by someone about an *incident* such as another insurer or a third party's lawyer;
- attending one or more interviews about the claim if we ask you to;
- appearing in court and giving evidence if needed;
- making your bike available for us to inspect or examine;
- taking your bike, or allowing us to take it, to a place we require; and
- responding to *our* requests as soon as reasonably possible.

At all times *you* must refrain from behaving in a way that's improper, hostile or threatening towards *us*, *our* representatives, repairers or third parties involved in an *incident*.

If you don't cooperate with us it may delay your claim, or we may reduce or refuse to pay your claim.

# How we settle claims for covered loss of or damage to your bike

If your claim is accepted, we'll settle it in one of the following ways:

- repairing your bike;
- paying the reasonable cost of repairing your bike;
- where your bike is a total loss, paying the agreed value or market value, as shown on your Policy Schedule; or
- replacing *your bike* with a new one if the conditions in **Replacing your bike with a new one** are met.

If *your* claim is for a replacement bike covered under the Standard Feature **Change of bike**, *we'll* follow the same process as explained above, except that where the replacement bike is a *total loss*, we'll pay:

- its purchase price; or
- the market value or agreed value of your bike, as shown on your Policy Schedule

whichever is lower.

#### Repairing your bike when it is covered under this policy

If *your* claim is accepted, *we'll* arrange for *your bike* to be repaired by a QBE Accredited Motorcycle Repairer or another licensed repairer of *our* choice. *We'll* manage the repair process, including choosing the suitable repair method. If needed, *our* repairer will subcontract some of the repairs.

If your bike is safe to ride, you'll need to take it to our chosen repairer. If it's not safe to ride, we'll arrange for it to be taken there. If we repair your bike, we're entitled to keep any parts or materials salvaged from it.

Following payment of a claim, other than for a *total loss* claim, *your agreed value* will remain unchanged unless *you* request otherwise.

#### > Replacing damaged parts when we repair your bike under this policy

We may authorise the fitting of a combination of Original Equipment Manufacturer, recycled, aftermarket or other fit-for-purpose replacement parts. If a part is unavailable in Australia, we will attempt to obtain a part consistent with the age and condition of *your bike*. Where we are unable to obtain such a part, we will pay *you* the last known manufacturer's list price in Australia for:

- that part; or
- the closest equivalent part.

#### > Our repair guarantee when we repair your bike under this policy

*We'll* guarantee the quality of workmanship and materials used in repairs authorised and managed by *us*, for as long as the owner of *your bike* does not change. If *you* have concerns about the repairs to *your bike you* must:

- call us on 1800 243 464; and
- allow *us* to inspect *your bike* and arrange any additional repairs that *we* agree with *you* are needed. *We* will not pay for any additional repairs *we* don't authorise.

If additional repairs are needed and it's not economical to carry them out, *your bike* will be assessed as a *total loss*. If this happens:

- while your bike is still insured with us, we'll process your claim as set out in Paying the agreed value or market value; or
- after your bike is no longer insured with us, we'll pay its fair market value, calculated at the time it's assessed as a total loss, less the value of any non-standard accessories and/or after-market modifications that were not specified on your Policy Schedule when your bike was insured with us. To determine the fair market value, we may use recognised industry guides and consider things like the make, model, age, kilometres travelled, general condition and location of the bike.

#### Paying the reasonable cost of repairs

In the following circumstances, we'll pay the reasonable cost of repairing your bike:

- if you disagree with our assessment of required repairs or their cost;
- if parts needed for repairs are not readily available;
- if we're concerned about the pre-incident condition of your bike; or
- if we're concerned about the timing or conduct of repairs.

In these circumstances, we will pay your bike's owner the reasonable cost of repairs or parts. This may require your bike to be moved. To help determine the reasonable cost of repairs, we may organise a quote and scope of repairs from an alternative licensed repairer we both agree on. Should a part not be readily available, we'll pay you the last known price of that part from a reputable commercial retailer at the time we settle the claim. When we pay the reasonable cost of repairing your bike or reasonable cost of replacing parts for your bike, you'll need to pay the applicable excess and arrange the repairs to your bike.

## Determining if your bike is a total loss

An MVIRI Code-approved assessor will assess your bike as a total loss if it is:

- damaged and uneconomical to repair; or
- stolen and not found within 14 days of its theft being reported to police, and *your* claim is in order.

In any assessment of whether *your bike* is a *total loss*, we will also have regard to the applicable State or Territory laws or regulations as to when a vehicle is considered a write off.

When your bike has been assessed as a total loss and your claim is accepted:

- we are entitled to keep it;
- your policy comes to an end; and
- there is no premium refund as *you* have received the benefits under the policy and *we've* fulfilled *our* contract with *you*.

When the cover ends, *we'll* still pay for the following Standard Features if they apply to *your* cover, they are directly connected to the *total loss* and they continue to be relevant:

- Emergency accommodation and transport costs;
- Travel expenses.

#### > Paying the agreed value or market value

If your bike has been assessed as a *total loss*, and if the conditions in **Replacing your bike with a new one** are not met, or *you choose* not to accept a new bike, *we'll* pay the *agreed value* or *market value*, as shown on *your Policy Schedule*.

We'll deduct the following from our payment:

- any excesses that apply to your claim;
- any remaining premium instalments for the *period of insurance* in which the *incident* occurred; and
- the value of your damaged bike only if we have agreed with you that you can keep it.

When *your bike* is a *total loss*, and no one else has a financial interest in it, *we'll* pay its owner the settlement amount. If someone else has a financial interest in *your bike*, *we'll* pay them what they're entitled to receive and pay the owner any balance up to the value of the claim. *We* will not pay any financier's late fees, interest or other administration fees. The owner will need to remove any registered security interest in *your bike* after *we* settle *your* claim as a *total loss*.

For an example of a *total loss* claim settlement, see **Claim payment examples**.

#### Replacing your bike with a new one

If *your bike* has been assessed as a *total loss, we'll* replace it with a new motorcycle of the same make, model or series, when readily and locally available if *your bike* meets these conditions:

- it was first registered less than two years before the incident;
- its owner acquired it new or as a demonstrator model; and
- if it is financed, the financier agrees with your bike being replaced.

If a new replacement bike is not available, *we'll* replace *your bike* with a new one that is of a similar make and model. The new motorcycle will have the same or equivalent factory-fitted and legal aftermarket accessories and *modifications* as shown on *your Policy Schedule*.

If we cannot agree on a replacement motorcycle or you choose not to accept it, we'll pay the agreed value or market value, as shown on your Policy Schedule.

When *we* replace *your bike*, *we'll* also pay for its initial stamp duty and registration fees, but not compulsory third party insurance if this is sold separately where *your bike* was last registered. *We* won't pay to purchase or transfer any extended warranty for the new motorcycle.

Before we replace your bike, you must pay us:

- any excesses that apply to your claim;
- any remaining premium instalments for the *period of insurance* in which the *incident* occurred; and
- the value of *your bike* in its damaged state only if *we* have agreed with *you* that *you* can keep it.

# How we settle claims for motorcycle apparel

When *your* claim for an *incident* covered by *your policy* is accepted and *motorcycle apparel* is damaged in the *incident*, *we* will settle *your* claim as follows:

If *motorcycle apparel* is up to two years old at the time of the *incident*, we will replace the item(s) with *motorcycle apparel* of a similar make and safety rating.

If *motorcycle apparel* is more than two years old at the time of the *incident*, *we* will reimburse *you* the original purchase price, depreciated by 10% each year, commencing from the date of purchase of the *motorcycle apparel*.

We do not cover *motorcycle apparel* that is ten years old or more from the date of purchase.

We are entitled to any salvage value of any item if we settle your claim for motorcycle apparel.

#### How depreciation is applied

Example: Your motorcycle apparel cost \$1,000 new.

#### Age of

motorcycle apparel	Claim outcome	
Less than 1 year old	Replacement	
1 year old	Replacement	
2 years old	Replacement	
3 years old	Reimbursement of \$700	
4 years old	Reimbursement of \$600	This is \$1,000 depreciated
5 years old	Reimbursement of \$500	
6 years old	Reimbursement of \$400	by 10% each year from the
7 years old	Reimbursement of \$300	purchase date
8 years old	Reimbursement of \$200	
9 years old	Reimbursement of \$100	
10 years old	Not covered	

If *your* claim is for damage to a motorcycle helmet, *we* will require photographic evidence that the chin strap has been cut, before *we* settle the claim. This is to ensure the helmet is no longer fit for purpose.

### **Claim payments and GST**

*We* pay claims inclusive of GST unless the owner of the bike is a business which is, or needs to be, registered for GST. In that case, *we'll* reduce the amount *we* pay to settle the claim by the Input Tax Credit amount to which they are, or would be, entitled. If they fail to disclose or understate their entitlement, they may be liable for GST on a claim *we* pay.

There may be other taxation implications affecting *you*, depending upon *your* own circumstances. *We* recommend *you* seek professional advice.

#### **Excesses**

In most cases, *you'll* need to contribute an amount towards the cost of any claims *you* make. *Your* contribution may be made up of one or more of the following excess types. The excess types and amounts that apply to *your policy* will be shown on *your Policy Schedule*.

Standard excess	<ul> <li>The standard excess applies to all claims unless:</li> <li><i>your</i> claim is for a <i>not-at-fault</i></li> <li><i>your</i> claim is for a <i>not-at-fault</i></li> <li><i>sepcial meaning.</i> See <b>Definitions</b>.</li> <li>the <i>incident you</i> are claiming for is malicious damage, theft or attempted theft and <i>you</i> can provide <i>us</i> with the full name and address of the person responsible for the <i>incident</i>.</li> <li>If <i>you</i> are unable to provide <i>us</i> with the full name and address of the person responsible for the <i>incident</i>, we are unable to waive the excess. We need these details in order to be able to conduct a settlement or recovery.</li> </ul>
Age excess	An age excess applies when the rider of <i>your bike</i> is under the age of 25 at the time of the <i>incident</i> and they cause or contribute to that <i>incident</i> . It applies in addition to the standard excess and any other applicable excess for the claim.
Imposed excess	An imposed excess may apply to <i>your policy</i> where <i>we</i> would otherwise not have accepted the risk in accordance with <i>our</i> underwriting rules and processes. It applies in addition to the standard excess and any other applicable excess for the claim.

#### Claims

Named rider excess	A named rider excess may apply to <i>your policy</i> as a result of the rider's details, including their insurance history. It applies in addition to the standard excess and any other applicable excess for the claim when that rider causes or contributes to the <i>incident</i> .
Inexperienced rider excess	An inexperienced rider excess applies when the rider of <i>your bike</i> has not held an Australian motorcycle licence for three or more years at the time of the <i>incident</i> and they cause or contribute to that <i>incident</i> . It applies in addition to the standard excess and any other applicable excess for the claim.
Rider training excess	An additional excess applies when <i>your bike</i> is lost or damaged whilst being used in a <i>rider training course</i> approved by us. It applies in addition to the standard excess and any other applicable excess for the claim.
Theft excess	<ul> <li>A theft excess may apply to <i>your policy</i> due to:</li> <li>the value of <i>your bike</i>; and/or</li> <li>where <i>you</i> keep <i>your bike</i>.</li> <li>It applies in addition to the standard excess and any other applicable excess for the claim, in the event that <i>your bike</i> is stolen.</li> </ul>
Undeclared rider excess	An undeclared rider excess applies when the rider of <i>your bike</i> at the time of the <i>incident</i> is not a listed rider on <i>your Policy Schedule</i> . It applies in addition to the standard excess and any other applicable excess for the claim.

#### How we collect the excess

When an excess applies to *your* claim, *we'll* let *you* know when and how to pay the excess as this will depend on the type of claim and how *your* claim is settled.

#### If your claim for loss of or damage to your bike is accepted

- if we repair *your bike*, *we'll* normally ask *you* to pay the excess to the repairer before they start the work;
- in some instances, we'll ask you to pay your excess to us such as where a repairer or supplier is not able to accept an excess payment or your bike is a total loss and we replace it with a new one;

#### How we collect the excess (continued...)

- if we pay *you* the reasonable cost to repair *your bike, we* will deduct the excess from the amount *we* pay *you*;
- if your bike is a total loss and we pay you the agreed value or market value for your bike, we will deduct the excess from the amount we pay you.

#### For legal liability claims

• we'll ask you to pay the excess to us before we process or finalise the claim.

We will not pay for any costs that result from a delay in paying an excess.

# **Claims administration**, going to court and recovery action

When we pay a claim under your policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

*We'll* take full control of the administration, conduct or settlement of the recovery, including any legal defence. When *we* do any of these things in *your* name, it will be at *our* expense, however *you'll* need to give *us* reasonable assistance. This may include following *our* directions in relation to the conduct of any legal proceedings even after a claim has been paid.

When we pay a claim and some of the loss isn't covered by *your policy, we* may offer to try to recover that loss for *you* when we take any steps to recover the covered loss. We can only do so if *you* agree to give us documents that support *your* loss and agree with us on how we'll handle that recovery.

*You* may also need to contribute to the associated costs if, to recover the loss for *you*, *we* need to take additional steps that *we* wouldn't otherwise need to take. *We* will talk to *you* about these steps before *we* take them.

If *you've* received a benefit under *your policy* that *you* were not entitled to, *we* reserve the right to recover from *you* the amount *we* have paid. If *we* decline a claim for fraud, *we* reserve the right to recover *our* reasonable administration, investigation and legal costs.

### **Contribution and other insurance**

When making a claim, *you* must notify *us* of any other insurance that *you're* aware will or may, whether in whole or in part, cover any loss insured under *your policy*.

If at the time of any loss, damage or liability there's any other insurance (whether issued to *you* or any other person) which covers the same loss, damage or liability *you* must provide *us* with any reasonable assistance *we* require to make a claim for contribution from any other insurer(s).

# **Preventing our right of recovery**

If *you've* agreed with or told someone who caused *you* loss, damage or liability that *you* won't hold them responsible, then, to the extent *we've* been prejudiced by this act, *we* won't cover *you* for that loss, damage or liability.

# **Other interests**

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule. Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your policy in relation to any claim they make.

# Paying, renewing and cancelling

# **Paying your premium**

*Your* premium is the cost of *your policy*. It is the amount *we* set by taking into account things like the chance of *you* making a claim under *your policy*, as well as other factors including *our* costs of doing business. *Your* premium also includes GST and other applicable government fees, duties and charges.

*We'll* let *you* know how much premium *you* need to pay *us*, how to pay it and when. *You* must pay *us your* premium on time to stay covered.

*We* offer *you* several ways to pay *your* premium, including by direct debit which is explained below.

# Paying by direct debit

You can choose to pay your premium annually or in instalments by direct debit.

If *you* choose to pay by direct debit, *you* authorise *us* to debit *your* nominated account for the agreed premium. If the scheduled debit date shown on *your Policy Schedule* is a NSW public holiday or bank holiday, *we'll* debit *your* account on the next business day. *We'll* give *you* at least 14 days' notice if *we* change the way the direct debit of *your policy* works.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due to allow us to process the change in time.

Check with *your* financial institution whether *your* account allows direct debits.

*You* need to have enough funds in *your* nominated account to allow *our* scheduled debit. If *you* don't, *you'll* be responsible for any fee or interest charged by *your* financial institution. *You* can also choose to stop *your* direct debit by contacting *your* financial institution.

#### Important - what happens if your direct debit fails

If *you've* chosen to pay *your* premium **annually** by direct debit and *we* don't receive *your* payment on time, *we* may cancel *your policy* as permitted by law and refuse to pay a claim.

If *you've* chosen to pay *your* premium by direct debit **instalments** and an instalment remains unpaid for one month or more, *we* may cancel *your policy* and refuse to pay a claim.

# **Renewing your policy**

If we offer to renew your policy, we'll send you a renewal Policy Schedule. If you make any changes to your policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

# If you pay your premium by direct debit

If *you* pay *your* premium by direct debit and *we* offer to renew *your policy*, *we'll* continue to debit *your* premium payments, either annually or in instalments, whichever *you've* previously chosen.

If *you* don't want to renew, *you* must tell *us* at least seven days before *your policy's* end date to allow *us* to process the change in time.

# **Cancelling your policy**

*You* can cancel *your policy* at any time by telling *us*. *We* can cancel *your policy* as permitted by law, for example when *you* do not pay *us your* premium or if *you* told *us* something that *you* knew to be incorrect or untrue during *your* application for cover.

If *you've* paid *your* premium in advance and *your policy* is cancelled, *we'll* refund *you* the proportion of the premium for the remaining period of insurance, minus any non-refundable government fees, duties or charges.

If you make a fraudulent claim on your policy, we can cancel it.



Term	Definition	
Agreed value	The amount <i>you</i> and QBE agree to insure <i>your bike</i> for during the <i>period of insurance</i> shown on <i>your Policy Schedule</i> .	
Business use	If shown on <i>your Policy Schedule</i> , it means <i>your bike</i> is used for business purposes. <i>Business use</i> also includes the use of <i>your bike</i> for personal purposes.	
Incident	An event or series of related events which results in a claim on <i>your policy</i> .	
Insured	See definition of You, your, insured.	
Market value	The value of <i>your bike</i> in <i>your</i> local area immediately before the <i>incident</i> . To determine this value <i>we</i> may use recognised industry guides and consider things like the make, model, age, kilometres travelled and the general condition of <i>your bike</i> . It also takes into account any non-standard accessories and/or after-market <i>modifications</i> shown on <i>your Policy Schedule</i> .	
Modification	Any alteration to <i>your bike's</i> standard frame, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance.	
	<b>Note:</b> <i>We</i> do not cover any <i>modification</i> that is not shown on <i>your Policy Schedule</i> - this could include special tyres, a fairing, pannier or a side car.	
Motorcycle apparel	Protective riding gear primarily designed and intended to be worn while riding a motorcycle including, for example, a helmet, riding jacket, riding pants and riding boots.	
	<b>Note:</b> we do not cover any audio or video equipment attached to or built into <i>motorcycle apparel</i> .	

#### Definitions

Term	Definition		
MVIRI Code- approved assessor	An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.		
	To assess whether <i>your bike</i> is a <i>total loss, we</i> will only appoint a MVIRI Code-approved assessor.		
Non-standard accessory	Any fitted item owned by <i>you</i> which is not a standard accessory fitted to the model of <i>your bike</i> , including but not limited to:		
	<ul> <li>computer, Global Positioning System, audio-system;</li> </ul>		
	<ul> <li>gear sack, panniers, saddlebags;</li> </ul>		
	<ul> <li>chrome accessories, replacement parts.</li> </ul>		
	<b>Note:</b> We do not cover any <i>non-standard accessory</i> that is not shown on <i>your Policy Schedule</i> .		
Not-at-fault	When the rider of <i>your bike</i> did not cause or contribute to the <i>incide</i> claimed and <i>you</i> are able to provide <i>us</i> with the full name and addre of each responsible person, or if they were using a vehicle, each vehicle's registration number.		
Period of insurance	The time between the start date and end date shown on <i>your Policy Schedule</i> during which <i>we</i> have agreed to provide cover. If <i>your policy</i> is cancelled, or <i>your bike</i> is a <i>total loss</i> and <i>we</i> make a <i>total loss</i> payment or replace <i>your bike</i> under <i>your policy</i> , the <i>period</i> of <i>insurance</i> ends.		
Policy	<i>Your</i> QBE Motorcycle Insurance policy, once <i>you</i> have paid or agreed to pay <i>us your</i> premium. It is made up of this PDS, any SPDS <i>we</i> send <i>you</i> and <i>your Policy Schedule</i> .		
Policy Schedule	The most recent <i>Policy Schedule we</i> have sent <i>you</i> . It shows the information that forms the basis on which <i>we've</i> agreed to insure <i>you</i> , including information about <i>you</i> , <i>your bike</i> and its riders. <i>You'll</i> receive a new <i>Policy Schedule</i> when <i>you</i> buy, renew or make a relevant change to <i>your policy</i> .		

Term	Definition	
Private use	If shown on <i>your Policy Schedule</i> , it means <i>your bike</i> is used for personal purposes, including riding to and from work. <i>Private use</i> does not include <i>business use</i> .	
Rider training course	A course conducted under the direct supervision of trained motorcycl riding instructors that are approved by us. The list of approved course can be found at <b>qbe.com.au/personal/motorcycle/insurance</b>	
Suitable hire vehicle	A hire vehicle that takes into account:	
	<ul> <li>the type and size of the damaged bike;</li> </ul>	
	<ul> <li>the ordinary daily usage of the damaged bike.</li> </ul>	
Terrorism	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, 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 whether acting alone or on behalf of or in connection with any organisation or government, and which:	
	<ul> <li>involves violence against one or more persons; or</li> </ul>	
	<ul> <li>involves damage to property; or</li> </ul>	
	<ul> <li>endangers life other than that of the person committing the action; or</li> </ul>	
	<ul> <li>creates a risk to health or safety of the public or a section of the public; or</li> </ul>	
	• is designed to interfere with or to disrupt an electronic system.	
Total loss	See <b>Determining if your bike is a total loss</b> for what this means.	
Trailer	A trailer owned by <i>you</i> or in the control of a rider of <i>your bike</i> .	
Unlocked	Where <i>you</i> have failed to engage the steering lock or left <i>your</i> keys in the ignition of <i>your bike</i> , or when <i>you</i> have not engaged the fork lock or secured a disc lock or padlock and chain if <i>your bike</i> does not have a keyed ignition.	

#### Definitions

Term	Definition
We, our, us, QBE	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
You, your, insured	The persons or entities named as <i>Insured(s)</i> on <i>your Policy Schedule</i> , except in the sections of <i>your policy</i> where <i>we</i> say otherwise.
Your bike	<ul> <li>The motorcycle shown on <i>your Policy Schedule</i>. It includes:</li> <li>standard fitted options and accessories; and</li> <li>any <i>modifications</i> and/or <i>non-standard accessories</i> shown on <i>your Policy Schedule</i>.</li> </ul>

# **i Privacy, complaints and other important information**

# **Privacy**

We take the security of your personal information seriously.

*We'll* 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 *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 more detail where and from whom *we* collect personal information, as well as where *we* store it and the ways *we* could use it. To get a copy at no charge by *us*, please visit **qbe.com/au/privacy** or call us on **133 723**. 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.

# **Complaints**

*We're* here to help. If *you're* unhappy with any of *our* products or services, or the service or conduct of any of *our* suppliers, please let *us* know and *we'll* do *our* best to put things right.

#### Step 1 - Talk to us

Your first step is to get in touch with the team looking after your policy or claim. You'll find their contact details on your policy documents, letters or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly. If *you* have an existing complaint and need access to an interpreter, please contact *your* Dispute Resolution Officer directly.

#### Privacy, complaints and other important information

#### Step 2 - Customer Care

If *your* complaint isn't resolved by the team looking after *your policy* or claim, *you* can ask them to refer *your* complaint on to *our* Customer Care team or *you* can contact Customer Care directly:

 Phone:
 1300 650 503

 Fax:
 (02) 8227 8594

 Email:
 complaints@qbe.com

 Post:
 GPO Box 219, Parramatta NSW 2124

#### Step 3 - Internal Dispute Resolution

If *your* complaint isn't resolved by Customer Care, or indeed at any time, *you* can ask for *your* complaint to be escalated for review by *our* Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review *your* complaint independently and provide *you* with *our* final decision.

#### Step 4 - Still not resolved?

If *we're* unable to resolve *your* complaint to *your* satisfaction within a reasonable time, or *you're* not happy with *our* final IDR decision, *you* can refer *your* complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). *We* are a member of AFCA and their decisions are binding on *us*.

Phone:1800 931 678Email:info@afca.org.auPost:GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **afca.org.au** 

#### More information

*You* can find more information about how *we* deal with complaints on *our* website at **qbe.com/au** or *you* can call *us* on **133 723** to speak with *us* or request a copy of *our* complaints brochure at no charge by *us*.

# Complaints about your direct debits

If you pay for your policy by direct debit and have a concern about your deductions, please talk to the team looking after your policy, or contact your financial institution in the first instance. If your concern isn't resolved, you can follow our complaints process.

# Complaints just about privacy

If *you're* not happy with how *we've* handled *your* personal information, call *us* on **1300 650 503** or email *us* at **privacy.officer@qbe.com**. If *you're* not satisfied with *our* response, *you* can contact the Office of the Australian Information Commissioner:

Phone:1300 363 992Email:enquiries@oaic.gov.auPost:GPO Box 5218, Sydney NSW 2001

# **General Insurance Code of Practice**

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. *You* can read the Code at **codeofpractice.com.au** 

*We* recognise that family and domestic violence is a complex issue and *we* take it seriously. For more information about support, *our* Family and Domestic Violence Policy is available at **qbe.com/au** 

# **Financial Claims Scheme**

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. *You* may be entitled to access the FCS if *you* meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on **1300 558 849** or go to **apra.gov.au/financial-claims-scheme-general-insurers** 



These examples are based on hypothetical scenarios designed to illustrate how claims payments might typically be calculated. They are a guide only and do not form part of *your policy's* cover. If *you* lodge a claim under this policy, it will be assessed and settled in accordance with *your policy's* terms, including the terms and excesses stated on *your Policy Schedule*.

# **Comprehensive cover**

# Example 1: Total loss claim

Dave is 55 years old, has been licensed for over 30 years and is listed as the main rider on his policy. Three months into the period of insurance, he's at fault in a collision with another vehicle. He's unharmed but his new motorcycle jacket is damaged and his five year old bike is not safe to ride. He's almost 200km from home and needs overnight accommodation. The following day, his bike is assessed as a total loss.

#### **Insurance details**

Cover	Comprehensive
Sum insured	Agreed value \$25,000
Standard excess	\$500
Finance	Yes
Premium payment arrangement	Paid by monthly instalments

# How we settled the claim

Transportation of bike to repairer\$350As Dave's bike is not safe to ride, we arrange for it to be transported from the scene of the accident to our repairer. We pay the service provider directly.Motorcycle apparel\$280We replace Dave's jacket with one of a similar make and safety rating.Accommodation and transport\$180As Dave is more than 100km from home, we reimburse him for his essential accommodation and transport there from the scene of the accident.Travel expenses\$100The day after the accident, it costs Dave \$140 to travel home. We reimburse Dave the maximum of \$100 towards this.Agreed value of Dave's bike\$25,000Dave's bike is assessed as a total loss. As it's more than two years old it doesn't meet the policy's conditions for a new bike replacement.Total claim cost\$25,910Standard excess\$500We deduct the applicable excess from the claim payment.Outstanding premium\$405After a total loss, the policy comes to an end. We deduct from the claim payment the remaining premium instalments for the period of insurance (nine months @ \$45 a month) in which the incident occurred as our contract for this period of insurance has been fulfilled.Total paid out by QBE\$25,005We pay the finance company the amount owing on Dave's bike loan.Amount paid to Dave\$22,005			
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to the finance Dave's bike loan.		\$25,005	
•	to the finance	\$3,000	
	-	\$22,005	

#### Example 2: Insured's bike is damaged whilst parked

Amir, 41, parked his bike in a car park. He came back and noticed the fairings, the side mirror and one end of the handlebars had been damaged. Amir's bike was still safe to ride. His bike had a market value of \$13,000 at the time of the damage.

#### **Insurance details**

Cover	Comprehensive
Sum insured	Market value
Standard excess	\$500
Finance	Nil
Premium payment arrangement	Paid annually

#### How we settle the claim

Cost of repairs	\$1,100	We determined Amir's bike was repairable and paid \$1,100.
Total claim cost	\$1,100	
Excess	\$500	As Amir was unable to provide us with the name address and registration number of the person responsible, he paid us his standard excess.
Total paid out by QBE	\$600	

# Third Party, Fire and Theft cover

# Example 1: Insured's motorcycle is stolen and not recovered

Harriet, 23, was visiting a friend and when she returned to the carpark her bike was gone. She rang the police and then QBE. Harriet's bike had a market value of \$9,100 at the time it was stolen. Harriet's bike was not found within 14 days of its theft being reported to the police.

#### **Insurance details**

Cover	Third Party, Fire and Theft
Sum insured	Market value
Standard excess	\$500
Finance	Nil
Premium payment arrangement	Paid annually

#### How we settled the claim

Insured value of Harriet's bike under this claim	\$9,100	As Harriet's bike was not found within 14 days of its theft being reported to the police and we were satisfied her claim was in order, we declared it a total loss.
		The market value of Harriet's bike at the time of the theft was \$9,100.
Taxi fare	\$65	We reimburse Harriet for her taxi ride home.
Cost of hire vehicle	\$1,050	As Harriet's bike was not found within 14 days, we arranged and paid for the reasonable daily cost of a hire vehicle that suited her mobility needs for 14 days. We paid the hire vehicle provider directly.
Total claim cost	\$10,215	

#### Claim payment examples

Excess	\$500	As Harriet was unable to provide us with the name and address of a person responsible, we deducted the standard excess from our payment.	
		<b>Note:</b> Harriet's Age excess did not apply since who was riding the bike wasn't relevant to the theft occurring.	
Total paid out by QBE	\$9,715		

**Note:** Once we paid Harriet's total loss claim, her policy came to an end. Harriet was not entitled to any refund of premium paid as our contract with her had been fulfilled.

# **Third Party Only cover**

#### Example 1: Insured's bike hits another vehicle

Leo, 28, failed to brake in time and crashed into the car in front causing damage to both vehicles.

#### **Insurance details**

Cover	Third Party Only
Standard excess	\$500
Inexperienced rider excess	\$300
Premium payment arrangement	Paid by monthly instalments
Third party property damage	\$30 million

#### How we settled the claim

Cost of repairs to Leo's bike	\$1,400	Leo has Third Party Only cover, so we did not pay for the repairs to his bike.
Cost of repairs to the other driver's car	\$3,800	We determined the other driver's car was repairable.
Total claim cost	\$3,800	
Excesses	\$500	Leo caused the accident so he paid us his standard excess.
	\$300	Because Leo had only held an Australian motorcycle licence for two years at the time of the incident, he also paid us the Inexperienced rider excess.
		We then paid for the repairs to the other driver's car.
Total paid out by QBE	\$3,000	



# **Need help or need** to make a claim?



# 1800 243 464



motorcycle.enquiries@qbe.com



☐ qbe.com/au



PO Box 453, Parramatta NSW 2124