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# Introduction

# **Welcome to Apia Motorcycle Insurance**

Thank you for choosing Apia. If you need anything in relation to your insurance, or if you need to make a claim, you can contact us on **13 50 50**.

## Why is this document important?

This Product Disclosure Statement (PDS) is an important legal document that contains details of your Apia Motorcycle Insurance if you purchase this product from us. It also explains in the 'Important information about us' statement (see page 7), certain information about the financial services we offer, how we are remunerated and what relationships we have with others, to help you decide if you would like to use the services we offer. This PDS also explains how we will deal with your complaint if you ever have a concern with your dealings with us. You will receive a PDS if you buy a policy or if we provide another financial service to you.

Before you decide to buy this product from us, please read this PDS carefully. If you purchase this product, your policy comprises of this PDS and your certificate which shows the details particular to you.

You may need to refer to this document from time to time. So keep it in a safe place.

### How to use this PDS

We have designed this PDS so that it is easy for you to see what is covered and what is not covered. In most areas of the PDS, we have put a '\( \mathbf{\su}' \) ahead of what 'We cover', and an '\( \mathbf{\su}' \) ahead of what 'We do not cover'. Where a limit applies to a particular benefit of this policy, in most cases, it will be shown within 'We cover' under the heading of 'Limit'.

# **Updating information**

The information in this PDS was current at the date of preparation. We may update some of the information in the PDS that is not materially adverse from time to time without needing to notify you. You can obtain a copy of any updated information by contacting us on **13 50 50**. We will give you a free paper copy of any updates if you request them.

In some circumstances the terms and conditions of this PDS may be amended by a Supplementary PDS (SPDS).

#### **PED Guide**

Throughout this PDS you will be referred to a guide called: Premiums, Excesses, Discounts and Claim Payments Guide, indicated as 'Refer to the PED Guide for further information'. This guide will provide you with further information and is available at apia.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

## Communicating with you

We may agree to send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and policy communications will be provided to you in this way until you tell us otherwise or we tell you it is no longer suitable. If we agree to communicate with you electronically, you will need to provide us with your current email address and your Australian mobile phone number.

Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Our agreement with you

Apia on behalf of AAI Limited (see page 8) agrees in return for your premium to insure you in the circumstances and subject to the conditions, limits and exclusions set out in your policy.

## Cooling off period

After this insurance begins or you renew your policy for another period of insurance, you have **21** days to consider the information in this PDS. This is called the 'cooling off period'. If you wish, and provided you have not made a claim, you can exercise your cooling off rights within **21** days from the day cover began or was renewed. When you exercise your cooling off rights, we will refund in full the money you have paid for that period of insurance but you will have no cover from when your policy would have otherwise begun or from your renewal date.

Alternatively, you can cancel your policy at any time during the period of insurance. When you do this and unless we tell you otherwise, you will have cover up until the date of cancellation. For more information see 'Cancellation by you' on page 45.

# Who is this product designed for?

This insurance product is designed for owners of motorcycles who use their motorcycles for private use only (see page 10).

# We rely on the accuracy of your information

When we agree to insure you, to renew or vary your policy, or to pay your claim, we rely on the accuracy of the information you give us. If that information is not accurate, we can reduce or deny any claim you make or cancel your policy. We never want to have to do that, so you must answer honestly, correctly and completely, the questions we ask about:

- you;
- · your motorcycle;
- listed riders:
- any events that result in a claim on your policy.

When you receive your renewal, please carefully check the information it shows. If any of that information is incorrect or incomplete, please call us on **13 50 50**.

# Your responsibilities

### You must:

- take all reasonable precautions to prevent damage or theft, for example:
  - move your motorcycle away from rising flood waters;
  - remove keys and lock the motorcycle when left unattended.
- keep your motorcycle well maintained and in good and roadworthy condition (e.g. replace worn out tyres, replace worn out brakes and defective lights, fix paint problems, repair major rust, and repair unclaimed major scratches or dents);
- service your motorcycle as required by the manufacturer and keep records of this in case you need to claim for mechanical damage resulting from an incident;
- follow all the terms, conditions and responsibilities set out in your policy;
- provide honest and complete information for any claim, statement or document supplied to us.

## Not meeting your responsibilities

If you do not meet your responsibilities, it may lead us to do either or both of the following:

- reduce or refuse to pay your claim;
- cancel your insurance policy.

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

## More than one named insured

If there is more than one named insured on your certificate, we will treat a statement, act, omission, claim, request or direction (including to alter or cancel your policy) made by one as a statement, act, omission, claim, request or direction by all those named as insured on your certificate.

# **Special conditions**

We may impose special conditions on your policy that might exclude, restrict or extend cover for a person or particular matter. For example, we may not be able to cover certain riders because of the type or value of motorcycle that is insured. Any imposed conditions will be listed on your certificate. It is important that you read your certificate carefully.

# Some words in your policy have special meanings

Some words when used in this PDS have special meanings. Most of the words with special meanings are defined in the 'Glossary of important words and phrases' section on pages 8 to 10.

# Important information about us

This important information about us statement was completed on 7 April 2016.

### Who are we?

Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996 (Apia), authorised representative No. 239591. The contact details for Apia are on the back cover.

#### Who do we act for?

Apia is an agent (acting under a binder) and authorised representative of AAI Limited ABN 48 005 297 807 (AAI Limited). AAI Limited holds Australian Financial Services Licence No. 230859. The contact details for AAI Limited are on the back cover. AAI Limited has authorised this 'Important information about us' statement.

AAI Limited has prepared this PDS and is the insurer of the policies referred to under 'What financial services do we offer' that are arranged by Apia. Apia is a wholly owned subsidiary of AAI Limited and both are members of the Suncorp Group. As AAI Limited is regulated by the Australian Prudential Regulation Authority (APRA) it is exempt from the requirement to hold professional indemnity insurance cover. AAI Limited as the insurer will receive the premiums paid for the policy.

## What financial services do we offer?

Apia is authorised by, and acts on behalf of AAI Limited to issue insurance under a binder, to arrange, vary and cancel insurance, handle and settle claims and provide general and personal financial product advice in relation to Apia branded general insurance policies issued by AAI Limited.

# How are we paid for providing the financial services?

Apia does not receive any commissions or benefits from AAI Limited for giving you advice or for the insurance policies it arranges. AAI Limited and other Suncorp Group companies provide Apia with the resources it needs to provide the financial services, such as staff employed by the Suncorp Group of companies. In addition to their salary, staff may receive bonuses if they achieve their performance targets. You will not be charged an additional fee as a direct result of this

# How we will deal with a complaint

Apia provides a complaint resolution process. For full details see page 46.

# Glossary of important words and phrases

### **Accessories**

are additions to your motorcycle that do not enhance the performance or change the structure of the motorcycle, e.g. saddle bags.

#### **Amount covered**

the dollar amount shown on your certificate, or if no dollar value is shown, it means market value. You can choose to insure your motorcycle for a specified value or market value. The amount covered is the maximum amount we will pay less applicable deductions, unless we say otherwise in your policy. The amount covered includes GST.

#### **AAI** Limited

means AAI Limited ABN 48 005 297 807, AFSL No. 230859.

## **Apia**

means Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996.

## **Authorised repairs**

where we have an arrangement with a repairer to conduct the repairs to your motorcycle.

#### Certificate

means the latest certificate we have given you. It is an important document as it shows the covers you have chosen and other policy details such as the premium that applies.

#### **Excess**

see page 35.

## **Family**

means any of the following people if they normally live with you:

- spouse, partner or de facto;
- parents, parents-in-law, grandparents;
- children, grandchildren, brothers and sisters, including their respective spouses, partner or de-facto;
- the children, parents, parents-in-law, grandparents, grandchildren, brothers and sisters of a spouse, partner or de-facto; and
- people who provide care or services to you.

### Incident or event

is a **single** event, accident or occurrence which you did not intend or expect to happen.

#### Limit

means the most you can claim for any one incident. It includes GST.

#### Listed rider

means the person or people shown on your certificate as listed riders.

## Loss or damage

means physical loss or physical damage.

## **Market Value**

means our assessment of the sale value of your motorcycle (or other insured item) in your local market immediately prior to the claimed loss or damage. It takes into account the age, make, model, kilometres travelled (if applicable) and condition of the item immediately before the incident. We might use industry publications to assist when determining the amount.

### **Modifications**

are alterations to the manufacturer's standard body, fairings, engine, suspension, wheels or paintwork of your motorcycle which may affect its performance, value, safety or appearance e.g. performance exhaust systems.

# Motorcycle

see page 14

# **Original equipment parts**

means parts that are manufactured anywhere in the world by, on behalf of, under licence from or with the consent (whether direct or indirect) of:

- (a) the manufacturer or supplier of your motorcycle;
- (b) the manufacturer or supplier of the part originally supplied with your motorcycle at the time of the motorcycle's purchase;
- (c) any member of the domestic or international corporate group of which the manufacturer or supplier of your motorcycle or the manufacturer or supplier of the part is a member or affiliated with (including affiliation by common use of trade marks); or
- (d) any affiliate, licensee, sub-licensee, related body corporate or affiliate of any entity in (a) or (b) or (c) of this definition;

whether or not the parts or the packaging of the parts bears the trade mark or trade marks of any of the entities contemplated by (a), (b), (c) or (d) of this definition.

#### **PED Guide**

means a guide that will provide you with further information about our premiums, excesses, discounts and claim payments and is available at apia.com.au. You can also obtain a copy of this guide on request, at no charge, if you contact us on **13 50 50**.

### Period of insurance

means when your policy starts to when it ends. It is shown on your certificate.

## **Policy**

means your insurance contract. It consists of this PDS and any SPDS we have given you and your certificate and any receipt we may send you.

### Private use

means if not used in connection with earning any income, or if the only such use is riding to and from work and/or occasional use in connection with work.

## **Riding apparel**

means any items of riding apparel or protective clothing worn specifically for motorcycle riding. Includes helmets, gloves, riding jackets, pants and boots, and any other motorcycle specific gear such as body armour and knee guards.

#### **Total loss**

means that, in our opinion, the damage to your motorcycle is so great that it would not be safe, practical or economical to repair, or when your motorcycle has been stolen and not recovered within **14** days of you reporting its theft to us and we are satisfied that your claim is in order.

# We, us, our and Apia

means Apia on behalf of AAI Limited.

# You, your

the person or people shown as the insured on your certificate.

# **Summary of additional features**

Below is a table summarising some of the additional features available. It is a guide only. For full details of what is covered and not covered and for any limits that apply, please read your policy carefully, including the 'General exclusions' on pages 28 to 32.

Summary of additional features	Page
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Emergency travel, accommodation and repairs	21
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# **About your premium**

The premium is the amount you pay us for this insurance and it includes stamp duty, GST, and if applicable other government charges. The total amount payable will be shown on your certificate or, if you pay by instalments, the instalment premium will be shown on your certificate.

In addition to the amount we agree to cover your motorcycle for, we use many factors about you and your motorcycle to work out your premium. These are called premium factors. The premium factors we use reflect the likelihood of you making a claim together with other factors related to our cost of doing business.

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by other things such as our expenses of doing business and changes in our approach to how we calculate your premium.

Your premium includes any discounts we have given you.

#### Refer to the PED Guide for further information

# Paying your premium

We will tell you how much you have to pay and how much time you have for payment on your certificate. You must pay this premium by the due date to get this insurance cover. You can pay in one annual payment or, if we agree, by instalments.

Unless we tell you, any payment reminder we send you does not change the expiry or due date. If you do not pay the full amount, we may reduce your period of insurance so it is in line with the amount you paid.

If you make a change to your policy details, it may affect the premium you need to pay for the remainder of your period of insurance.

## Late annual payments

If you do not pay your premium by the due date, in the first year of insurance with us, we will give you a written notice of policy cancellation where we are required by law to do so.

If you do not pay the premium due on renewal by the due date, you will have no cover from the due date.

If we accept your late payment, we might recommence your cover from the date we receive your payment. If so, you will have no cover for the period from that due date until the date of payment.

### Overdue instalments

If you pay your premium by instalments and your instalment is overdue we can do one or both of the following:

- refuse to pay a claim if an instalment is 14 days (or more) overdue;
- cancel your policy if an instalment is **1** month (or more) overdue. We will notify you of the cancellation.

# When you need to contact us

# Changes in your details and motorcycle

You need to tell us immediately if:

- any details on your certificate are no longer accurate;
- your address changes;
- any of your contact details change, such as your Australian mobile number or email address;
- you replace your motorcycle (see the 'Replacement motorcycle cover' feature on page 25);
- there are any changes to the physical condition of your motorcycle;

- you plan to, or have, added accessories (see page 8) or modifications (see page 9) to your motorcycle;
- the place where you keep your motorcycle changes;
- the riders of your motorcycle change;
- you no longer plan to use your motorcycle for private use only.

## What we will do when you contact us

When you contact us and tell us about these changes, we may charge an extra premium or apply a special condition to your policy. In some cases it could mean we can no longer insure you and we will cancel your policy.

## **No Claim Bonus**

A No Claim Bonus (NCB) is a discount off your comprehensive premium as a reward for your good driving and insurance history. On each renewal your discount will increase, provided you have not made any claims that affect your NCB, until you reach the maximum discount level. If your NCB is protected your NCB will not be reduced even if you are at fault in an accident. Your NCB is shown on your certificate.

Refer to the PED Guide for further information

# About your cover

# **About your motorcycle**

## What we cover as your motorcycle

We cover your motorcycle described on your certificate. It includes the following that are fitted to your motorcycle:

- standard equipment fitted by the original manufacturer for the particular make and model of motorcycle;
- any other options, accessories and modifications fitted that you have told us about and are shown on your certificate.

## What we do not cover as your motorcycle

- fuel or lubricants
- locks and keys (**except** to the extent they are covered under additional feature 'Locks and keys' on page 24.

# Comprehensive cover

Comprehensive cover includes:

- · accidental loss or damage cover;
- third party property damage cover;
- Additional features at no extra cost (see pages 17 to 27).

# Accidental loss or damage cover

#### ✓ We cover

We cover accidental loss or damage to your motorcycle caused by an incident in the period of insurance. Examples of accidental loss or damage include:

- · hail, storm and flood;
- fire;
- theft or attempted theft;
- · malicious damage or vandalism;
- collision and impact.

#### Limit

The most we will pay is the amount covered for your motorcycle as shown on your certificate, **unless** we say otherwise in your policy.

#### X We do not cover

See 'General exclusions' on pages 28 to 32.

# **Third Party Property Damage cover**

### ✓ We cover

We will cover you or anyone you authorise to ride your motorcycle for legal liability arising from loss or damage to another person's vehicle or property resulting from an incident caused by the use of your motorcycle in the period of insurance. Examples of incidents include:

- your legal liability for damage to another vehicle arising from an accident involving your motorcycle;
- legal liability that is the responsibility of your employer, principal or partner because you were using your motorcycle in connection with your occupation;
- your legal liability for the cost of cleaning up by emergency services after an incident involving your motorcycle;
- your legal liability for claims for damage to another vehicle or property because a vehicle collided with or tried to avoid colliding with:
  - property falling from your motorcycle; or
  - property being loaded or unloaded from your motorcycle.

#### Limit

The most we pay for all claims arising from any one incident is **\$20 million**, including all associated legal costs we have agreed to pay for your claim.

#### X We do not cover

See 'General exclusions' on pages 28 to 32.



Third Party Property Damage (TPPD) insurance is often confused with Compulsory Third Party (CTP). Your CTP insurance only covers your liability to pay compensation for injuries to other people, whilst TPPD covers your liability to pay compensation for damage to the property of others.

Refer to the PED Guide for further information

## **Additional features**

When we accept a claim under your policy for an incident that happens in the period of insurance, you may be entitled to cover under the following additional features. You can make a claim under some additional features separately or independently to a claim for loss or damage to your motorcycle.

In some circumstances, we may decide to make an additional feature available to you before we accept or agree to pay your claim. If we do this, it does not mean that your claim has or will be accepted or that we have otherwise agreed to pay your claim. If we later decide that we cannot accept or pay your claim then the cover available under an additional feature will not apply and we can recover from you the amounts we paid.

There are some things we do not cover under these additional features and these are shown in the 'We do not cover' section of the following tables on pages 17 to 27 and in the 'General exclusions' on pages 28 to 32. All of the conditions of this policy apply to these additional features unless the cover says otherwise.

# New motorcycle replacement after theft (less than 10 years old)

### ✓ We cover

If your motorcycle is less than **10** years old from the date of original registration and is stolen and we decide it is a total loss, we will replace your motorcycle with a new motorcycle of the same make and model, including similar accessories, tools and spare parts. Anyone who financed your motorcycle must provide their written consent.

If the make or model of your motorcycle has been superseded or a new replacement for your motorcycle would exceed the limit for this additional feature, we will provide you with a motorcycle we consider to be the nearest equivalent of the same or similar make or model as available in the market, or we will pay the amount covered shown on your certificate less any deductions that may apply (see page 42).

We will pay the stamp duties, registration, CTP and delivery charges applicable and your policy will continue until its expiry date.

If the amount covered for your motorcycle is more than the limit for this additional feature, you will not be eligible for a new motorcycle replacement under this additional feature and the amount we pay you will be amount covered shown on your certificate less any deductions that may apply (see page 42).

You must be the first registered owner of your motorcycle (or you purchased your motorcycle as an 'ex demonstration' model from a licensed motor dealer who was the first registered owner of the motorcycle) in order to be covered under this additional feature.

#### Limit

We pay up to **\$40,000**, (inclusive of stamp duty, CTP, registration and delivery charges, if applicable)

**Note:** For full details of how we settle total loss claims see page 42.

## X We do not cover

- this additional feature does not apply if the amount covered for your motorcycle is more than the limit for this additional feature:
- the limit of this additional feature does not apply in addition to the amount covered for your motorcycle;
- if your motorcycle is **10** or more years old from the date of original registration;
- the cost for replacing or purchasing an extended warranty;
- there is no cover under this additional feature if the 'New motorcycle after total loss for motorcycles less than **2** years old' additional feature applies.

# New motorcycle after a total loss for motorcycles less than 2 years old

### ✓ We cover

When we accept your claim for loss or damage to your motorcycle and decide it is a total loss, we cover the cost to replace your motorcycle if:

- you are the first registered owner of your motorcycle (or you purchased your motorcycle as an 'ex demonstration' model from a licensed motorcycle dealer who was the first registered owner of the motorcycle); and
- the loss or damage to your motorcycle was caused by an incident that occurred less than **2** years from the date of original registration; **and**
- it is possible for us to supply or order a new motorcycle of the same make and model within 90 days of us deciding your motorcycle is a total loss or, if one is not available within that time, it is possible to provide you with a new motorcycle that is in our opinion a similar make or model to your motorcycle; and
- anyone who financed your motorcycle provides us with written consent.

### We will:

- replace your motorcycle with a new motorcycle that we consider to be the same or similar make and model, including similar accessories, modifications, tools and spare parts;
- pay the on road costs such as stamp duty, CTP, registration and delivery charges applicable and your policy will continue until its expiry date.

**Note:** for full details of how we settle total loss claims see page 42.

If you claim under this additional feature you are unable to claim under the 'New motorcycle replacement after theft (less than 10 years old) additional feature on page 17.

### X We do not cover

The cost for replacing or purchasing an extended warranty.

# **Personal property**

### ✓ We cover

When your motorcycle has been stolen or damaged in an incident and we have agreed to accept your claim, your personal property stored in a secured storage compartment on your motorcycle (e.g. clothing, electronic and telecommunication devices) is also covered for accidental loss or damage that results from the same incident.

#### Limit

Up to a total of **\$1,000**.

### X We do not cover

- cash, smartcards, phone cards, documents able to be cashed or traded, vouchers, tickets or money orders;
- · jewellery;
- · riding apparel;
- tools (other than those supplied as standard by the motorcycle manufacturer or similar replacements);
- items used for business, trade or profession;
- any personal property that is not owned by you.

## Hire car after theft

#### ✓ We cover

After the theft of your motorcycle that is covered by your policy, that is covered by your policy, we will arrange and pay the reasonable hire cost of a 'compact' category hire car using our provider (**but only** if our provider has a car available, and is within a reasonable distance of your location).

If there are no 'compact' category hire cars available from one of our providers within a reasonable distance of your location, then we will pay you the lesser of:

- the amount it would have cost us to provide you with a 'compact' category hire car using our provider, had one been available; **or**
- the actual cost you incur in making alternative travel arrangements.

## Insurance for your hire car

After arranging a hire car for you with our provider, we will cover accidental loss or damage to the hire car under this policy during the covered hire period as if the definition of 'motorcycle' in the policy had been extended to include the hire car. However, cover for loss or damage to the hire car is limited to the market value of the hire car.

#### Limit

Up to 21 days. The benefit stops before the 21 day limit if:

- your motorcycle is returned undamaged;
- we repair your motorcycle and return it to you;
- we settle your claim.

**Note:** For further details of our hire car conditions on page 43.

### X We do not cover

Left blank intentionally.

# **Riding apparel cover**

#### ✓ We cover

We cover your riding apparel, or that of your pillion passenger, if it is stolen from a secured storage compartment on your motorcycle or damaged in an incident covered by your policy.

#### Limit

Up to a total of **\$1,000**.

#### X We do not cover

- general clothing and any non-protective clothing;
- wear and tear, or damage associated with normal use;
- riding apparel when away from your motorcycle;
- any personal property that is not owned by you.

# **Emergency travel, accommodation and repairs**

### ✓ We cover

When your motorcycle has been stolen or damaged in an incident and we have agreed to accept your claim, you will be covered for the following:

- reasonable costs for emergency repairs to make your motorcycle roadworthy or safe in order to get your motorcycle to your destination (e.g. to a repairer or to your home);
- reasonable emergency travel and accommodation costs if your motorcycle is not roadworthy or safe to ride and you are more than **100km** from your home.

#### **Limit**

You can authorise reasonable costs on our behalf subject to the following limits:

- up to a total of \$500 for emergency repairs; and
- up to a total of **\$500** for emergency travel and accommodation costs.

You need to provide us with all invoices and receipts.

### X We do not cover

- costs related to your motorcycle breaking down (e.g. mechanical or electrical failure);
- there is no cover under this additional feature if the 'Get home expenses' additional feature applies.

# **Get home expenses**

### ✓ We cover

When your motorcycle is unrideable after damage or loss covered by this policy, we will pay the reasonable costs to transport you and your passengers to your address or destination.

#### Limit

Up to a total of **\$500**. Subject to this limit you can authorise reasonable costs on our behalf. You need to provide us with all invoices and receipts.

### X We do not cover

There is no cover under this additional feature if the 'Emergency travel, accommodation and repairs' additional feature applies.

## **Trailer cover**

# ✓ We cover

We cover your trailer for accidental loss or damage when it is attached to your motorcycle and is damaged or stolen in an incident covered by your policy in the period of insurance.

#### Limit

Up to a total of \$2,000 or the amount shown on your certificate, whichever is higher.

### X We do not cover

Left blank intentionally.

# **Towing and storage costs**

### ✓ We cover

When your motorcycle is damaged in an incident covered by your policy and it is not roadworthy or safe to ride or needs to be held in storage, we cover the reasonable costs of:

- towing your motorcycle to:
  - our nearest repair facility; or
  - another location nominated or agreed by us.
- storing your motorcycle.

## Limit

You can authorise reasonable costs on our behalf. You need to provide us with all invoices and receipts.

### X We do not cover

- storage costs for any period before your claim is lodged or after your claim is settled.
- towing costs related to your motorcycle breaking down (e.g. mechanical or electrical failure).

# Locks and keys

### ✓ We cover

When your motorcycle keys are stolen in the period of insurance we cover the cost of replacing the keys and recoding your motorcycle's locks.

#### Limit

Up to a total of **\$1,000**.

**Note:** Your standard excess is payable for a claim made under this feature.

### X We do not cover

Left blank intentionally.

# **Accidental death**

## ✓ We cover

If we have agreed to pay your claim for loss or damage to your motorcycle, and you die as a result of an injury caused by this incident whilst riding your motorcycle we will pay your estate **\$5,000**.

#### Limit

**\$5,000**. We decide how much payment will be made in the event of more than one fatality.

### X We do not cover

- death that occurs more than 12 months from the date of the accident:
- · suicide or attempted suicide.

# Replacement motorcycle cover

### ✓ We cover

If you replace your motorcycle with another motorcycle, we will insure the replacement motorcycle on the same terms for the rest of the period of insurance provided:

- you tell us within 14 days of you taking delivery of the replacement motorcycle; and
- we agree in writing to insure the replacement motorcycle; and
- you pay any additional premium we require.

Otherwise, we will only cover your replacement motorcycle for up to **14** days from when you take delivery of the replacement motorcycle or until you arrange insurance for your replacement motorcycle, whichever occurs first.

#### Limit

Your replacement motorcycle is covered up to the price you paid for it or its market value, whichever is less. This limit applies until you tell us about the change and we have agreed in writing to cover you.

**Note:** The cover ends for your motorcycle and begins for the replacement motorcycle at the time you take delivery of the replacement motorcycle.

### X We do not cover

Left blank intentionally.

# Substitute motorcycle

### ✓ We cover

If, during the period of insurance, you use a substitute motorcycle that is of a similar type to your motorcycle when your motorcycle cannot be ridden, for example it is being repaired, serviced or has had a mechanical breakdown, we will give you Third Party Property Damage cover (see page 15) for the use of the substitute motorcycle.

#### Limit

**14** days from the day your motorcycle was not driveable, or until it is rideable, whichever is earlier.

### X We do not cover

- · use of any hire car or motorcycle;
- any claim if you do not have legal use of the substitute motorcycle;
- any claim if the substitute motorcycle belongs to you;
- any claim that is covered by another insurer or insurance policy;
- loss or damage to the substitute motorcycle.

# Third party property damage for trailers

### ✓ We cover

When your motorcycle is towing a trailer and loss or damage is caused to another person's vehicle or property as a result of:

- the actions of your trailer;
- your trailer running out of control after separating from your motorcycle while your motorcycle is moving;
- another vehicle colliding with or trying to avoid colliding with:
  - property falling from your trailer while it is being towed by your motorcycle;
  - property being loaded or unloaded from your trailer attached to your motorcycle;

then we cover the amount you are legally liable to pay another person to compensate them arising from loss or damage to their property.

### Limit

Up to a total of **\$20 million** including associated legal costs we have agreed to pay.

## X We do not cover

- · damage to the trailer being towed;
- damage to the actual property that falls or is being loaded or unloaded from your trailer.

#### Refer to the PED Guide for further information

## **General exclusions**

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

## Agreements you enter into

any agreement or contract you, or someone you authorised to ride or be in charge of your motorcycle, enters into accepting liability, **but we will** provide cover if the legal liability would have existed without that agreement.

## Alcohol and/or drugs

an incident occurring when your motorcycle is being ridden by, or is in the charge of, anyone who:

- was under the influence of, or had their judgement affected by, alcohol and/or drugs and/or medication;
- had more than the legal limit for alcohol and/or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol and/or drugs and/or medication.

**But we will** pay a claim for you (**but not** the rider or person in charge of your motorcycle) if your motorcycle was stolen.

#### **Asbestos**

asbestos, asbestos fibres or derivatives of asbestos of any kind.

# Biological, chemical, other pollutant or contaminant

- any actual or threatened biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant; or
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant.

#### **Business** use

your motorcycle being used during your full-time, part-time or casual working period as an integral means of earning an income.

## Confiscation, destruction or repossession

any person or organisation who lawfully confiscates, destroys or repossesses your motorcycle or its contents.

## **Condition of motorcycle**

- any structural, mechanical, electrical or electronic failure or breakdown;
- any mould, mildew, wear, tear, rust, corrosion or depreciation;
- your motorcycle, or any trailer being towed by your motorcycle, if it was damaged, unsafe or un-roadworthy at the time of the incident.

# Consequential losses or extra costs following an incident covered by your policy

consequential losses (financial and non-financial loss) or extra costs following an incident covered by your policy such as:

- · loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs unless you obtained our prior written authority to incur these costs;
- any costs related to stress or anxiety;
- depreciation or lessening of your motorcycle's value (including its trade-in or resale value) following repairs;
- loss or costs, including the cost of your time (e.g. inconvenience), to prove your loss or to help us with your claim (e.g. telephone calls, postage);
- travel costs, **but we will** cover travel costs covered under the 'Emergency travel, accommodation and repairs' additional feature (see page 21), 'Get home expenses' additional feature (see page 25) and 'Taxi and transport cover' additional feature (see page 30);
- cleaning costs, but we will cover cleaning costs covered under 'Legal liability for damage to other people's property' included in Third Party Property Damage cover (see page 15); or
- any costs not covered by your policy.

# **Conversion/modification**

your motorcycle having being converted or modified in a way that materially increases its designed top speed or performance and a Certificate from an Engineer or a Government Roads Authority cannot be produced to verify its road worthiness.

# **Dangerous goods**

your motorcycle is being used to illegally store or transport:

- substances that pollute or contaminate;
- dangerous or hazardous goods.

## General exclusions (cont.)

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

#### **Deliberate acts**

acts caused intentionally or deliberately by:

- you or a member of your family;
- a person who owns any part of your motorcycle;
- · a person acting with your consent;
- a person authorised by you to operate your motorcycle.

## **Exceeding loading or passenger limits**

your motorcycle when it is:

- carrying more passengers than the motorcycle was designed for, or than the rider is permitted to carry or tow by law;
- carrying or towing any load which is not secured according to law, over the legal limit or more than what your motorcycle was designed to carry or tow.

# Failure to take reasonable precautions

your failure to take reasonable precautions to prevent loss, damage or legal liability.

# Hire, fare or reward

your motorcycle being used for hire, fare or monetary reward.

#### Incident outside Australia

an incident that occurs outside Australia.

# Incorrect fuel usage

loss or damage to your motorcycle (including damage to your motorcycle's engine or fuel system) caused by the incorrect type of fuel being used.

# Keys

Replacement of keys and locks, except to the extent covered under additional feature 'Locks and keys'.

#### **Modifications**

a modification to your motorcycle which was not street legal, roadworthy or approved by the transport department in your state or territory.

## Motor sports or similar activities

your motorcycle was being prepared for or engaged in racing, track days or any other competitive activity.

## **Personal property**

any personal property that is not owned by you **but we will** cover your pillion passenger's riding apparel under 'Riding apparel cover' (see page 21 for details).

## Radioactivity/nuclear materials

- radioactivity or the use, existence or escape of nuclear fuel, nuclear material or waste; or
- action of nuclear fission including detonation of any nuclear device or nuclear weapon; or
- any action taken by a public authority to prevent, limit or remedy the actual or threatened release of any radioactive or nuclear materials; or
- any looting or rioting following an incident described above.

#### **Reckless acts**

any intentional or reckless act or acts by you, the rider of the motorcycle or by a person acting with your express or implied consent (such as wheelies, stoppies, street racing, burnouts, driving at excessive speeds).

# Replacement of non damaged parts

the replacement of non-damaged parts which includes items that are part of a whole set when the loss or damage occurred to only part of that set.

### Revolution, war

- revolution, hostilities, war or other acts of foreign enemy, warlike activity (whether war is declared or not), military coup; **or**
- any looting or rioting following these incidents.

# Riding a damaged motorcycle

riding your motorcycle after it has been damaged in an incident, **unless** we are satisfied you were not reasonably aware your motorcycle was unsafe or riding it could lead to further damage of your motorcycle.

#### Sale

- loss (including theft) of your motorcycle (or the proceeds of sale) by a person authorised to offer your motorcycle for sale;
- loss of your motorcycle (or the proceeds of sale) as a result of the bankruptcy or insolvency of a person authorised to offer your motorcycle for sale.

## **General exclusions (cont.)**

You are not covered under any section of this policy for damage, loss, cost or legal liability that is caused by or arises from or involves:

## **Tyres**

damage to your motorcycle's tyres caused by braking, punctures, road cuts or bursting.

## **Unlawful purposes**

your motorcycle being used for unlawful purposes.

## **Unlicensed riding**

your motorcycle being ridden by, or is in the charge of someone who is not licensed, not correctly licensed or not complying with the conditions of their licence, **but we will** pay a claim for you (**but not** the rider or person in charge of your motorcycle) that would otherwise be covered by your policy if you:

- were not the rider or person in charge of your motorcycle at the time of the incident; and
- can satisfy us that you did not know and could not have reasonably known of any of the above circumstances.

# **Unregistered motorcycles**

your motorcycle being ridden while it is unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from your motorcycle being unregistered.

# Claims

# Making a claim

### When to make a claim

We understand being involved in an incident or having your motorcycle stolen can be a stressful experience. We are here to help you **24** hours a day. Contact us on **13 50 50**.

## What you must do

Step 1	Step 2	Step 3	Step 4	Step 5
Make sure everyone is safe.	Try to prevent further loss or damage.	Report the incident to the authorities.	Collect details of all drivers, passengers and	Contact us as soon as possible.
For emergencies call 000.	You must do everything you reasonably can to limit and prevent further loss or damage (e.g. move your motorcycle off the road and put on your hazard lights).  We may provide cover for emergency repairs up to \$500 (see page 21 for details).	If someone is injured or has stolen, attempted to steal or maliciously damaged your motorcycle, call the police immediately and record the time, date, report number and the name of the recording officer.	witnesses. You will need these when you lodge your claim. Make sure you have their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's insurance details. Do not admit fault to anyone.	Make sure you have the details of the incident at hand to assist us with lodging your claim. If towing is required, we will help arrange the towing of your motorcycle to a location we nominate for assessment.  Please see page 23 for details on what we pay for towing costs.

# If you have caused damage to other people's property

Tell us about any incident that has caused damage to other people's property. You also must immediately tell us about any demands made on you to pay compensation to others, any court actions or offers of settlement and send these to us. If you do not tell us about these and it results in further costs, you may have to pay those costs.

## How the Goods and Services Tax (GST) affects this insurance

You must tell us about the input tax credit (ITC) you are entitled to for your premium and your claim, each time you make a claim. If you do not give us this information or if you tell us an incorrect ITC, we will not pay any GST liability you incur.

If your motorcycle is a total loss we will reduce any payment we make by an amount equal to your input tax credit entitlement, if any.

In all other circumstances our liability to you will be calculated taking into account any ITC to which you are entitled for any acquisition which is relevant to your claim, or to which you would have been entitled had you made a relevant acquisition.

Any payment we make to settle your claim will be considered to be made in full even if the amount we pay has been reduced as described above.

## To process the claim, you must:

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- when requested, provide us with all proofs of ownership and value, information, co-operation and assistance in relation to a claim (including attending an interview or giving evidence in court if required) as we may reasonably require;
- either ride (if it is safe to do so) or let us move your motorcycle to a location we nominate for assessment, so we can assess the damage and progress your claim;
- allow us, or a person nominated by us, to recover, salvage or take possession of your motorcycle;
- attend court to give evidence if we ask you to.

**Note:** In this section 'you' means you and, if you were not riding your motorcycle, the rider of your motorcycle.

# What you must not do

- do not admit liability or responsibility to anyone to pay for any damage unless we agree;
- · do not negotiate or promise payment;
- do not authorise any repairs, except for emergency repairs described on page 21;
- do not get rid of any damaged parts of your motorcycle or your property without our consent;
- do not accept payment from someone who admits fault for loss or damage to your motorcycle. Refer them to us.

# If you do not comply

If you do not comply with 'What you must do' and 'What you must not do' we can reduce or refuse your claim and/or recover from you or cancel your policy.

# How to establish your loss

# Establish an incident took place

When making a claim you must be able to prove that an incident actually took place. If you do not do this, we will not be able to pay your claim.

We may obtain the following from the police:

- confirmation that you reported the incident;
- details of any investigations they undertook.

You must give us authority to access these records, if we ask.

## Describe your loss or damage

You must also give us accurate and full details of the loss or damage and give us proof of value and ownership, if we ask.

Proof includes things like registration papers, sales receipts, service records, valuations, warranties or log books for your motorcycle. If you are unable to reasonably substantiate your claim, we can reduce or refuse your claim.

## Your excess

### What is an excess?

An excess is the amount you have to pay for each incident. For example, if the rear and front of your motorcycle have been damaged in two separate incidents, then you have to make **2** claims and pay the excesses that apply for each claim.

The total excess you are required to pay is determined by the circumstances of your claim. You might have to pay more than one type of excess when you claim.

You will not have to pay an excess for an incident where we agree the rider of your motorcycle was not at fault and you can give us the name and address of the other driver and the registration number of the other vehicle.

The amount and types of excesses are shown on your certificate. The different types of excesses are:

Standard excess	A standard excess applies to all claims unless stated otherwise in the PDS.
Rider under 25 excess	This applies if a rider under <b>25</b> years of age was riding, using or in charge of your motorcycle at the time of the incident. This excess is in addition to any other excess that applies.

## When we may waive your excess

We will waive your excess if:

- we decide you are not at fault; and
- you can provide the name and address of the person at fault and the registration number of the vehicle involved.

#### How do we determine fault?

At fault means fully or partly responsible for the loss or damage. Sometimes more than one person can be at fault.

### Refer to the PED Guide for further information

## When does an excess apply

The table below explains the excesses that apply to common claim types. For other types of claims, we will tell you what excesses apply when you make a claim.

When you make a claim for:	What excess will apply?	
	Standard excess	Rider under 25 excess (if applicable)
Theft or attempted theft of your motorcycle	Yes	None
Storm, hail, flood or fire damage	Yes	None
Malicious act or vandalism	Yes	None
Damage to your motorcycle whilst parked caused by an unidentified person or driver	Yes	None
Collision with or by an animal	Yes	Yes (if applicable)
An incident where we decide the rider of your motorcycle caused or contributed to the damage	Yes	Yes (if applicable)
An incident where we agree the rider of your motorcycle was not at fault and you can give us the name and address of the other driver and the registration number of the other vehicle	None	None
An incident where we agree the rider of your motorcycle was not at fault <b>but</b> you cannot give us the name and address of the other driver and the registration number of the other vehicle	Yes	Yes (if applicable)
Stolen motorcycle keys (see additional feature 'Locks and keys' on page 24)	Yes	None

#### How to pay your excess

We may:

- ask you to pay us the excess;
- ask you to pay your excess to the repairer when you pick up your motorcycle;
- deduct the excess from the amount we pay you; or
- deduct the excess from the amount we pay to another person for loss or damage to their property.

We may require you to pay the excess in full before we pay your claim or provide any benefits under your policy. The fact we have asked for payment of your excess does not of itself mean that your claim has or will be accepted by us either in whole or in part.

Any excess you pay will be refunded if we decide to waive your excess (see page 36 for more details).

We may not cover any legal or other costs that arise because of any delay in paying the excess.

# How we settle your claim

#### We choose how your claim is settled

If we agree to pay a claim for loss, theft or damage to your motorcycle we will decide if we will:

- · repair the damage;
- replace the damaged parts of your motorcycle;
- pay you what it would cost us to repair or replace the damaged parts of your motorcycle;
- settle your claim as a total loss; or
- pay you up to the maximum you are entitled to or settle your claim under the applicable additional feature.

#### For Additional features

If we agree to pay a claim under an additional feature, we will settle your claim in accordance with that additional feature.

### For Third Party Property Damage claims

If you make a third party property damage claim that is covered under this policy we can decide to defend you, settle any claim against you or represent you at an inquest, official enquiry or court proceedings.

If we decide to defend you, settle any claim against you or represent you, then you must give us all the help we need, including help after your claim is settled.

#### Limits

In all cases we will not pay more than the applicable amount covered or policy limit.

#### Refer to the PED Guide for further information

# If your motorcycle is damaged

### Repairing your motorcycle and choosing a repairer

We will arrange the repair of your motorcycle through one of our recommended certified repairers in a location convenient to you.

If we are *not* able to find or locate a certified repairer in a location convenient to you, you may propose a repairer of your choice.

#### If we arrange the repair of your motorcycle with one of our certified repairers

### If your motorcycle is not safe to ride

We will arrange to move your motorcycle to our repairer's facility for quotation and completion of repairs.

#### If your motorcycle is safe to ride

We will agree a time with you to take your motorcycle to the repairer's facility for quotation and completion of repairs.

#### If the repairer is not our chosen Certified Repairer

### If your motorcycle is not safe to ride

We will arrange to move your motorcycle to the proposed repairer for quoting. Once the quote is received we will arrange an assessment by one of our Approved Assessors.

### If your motorcycle is safe to ride

You may take the motorcycle to your proposed repairer for a quote. We will then arrange a time to complete an assessment. We may ask to inspect your motorcycle if we need more information, and will agree a time and place to meet with you, at your home, work or another location agreed to by us.

### **Authorising the repairs**

We will authorise the repairs by your proposed repairer if we agree the quote is fair and reasonable, inclusive of all claim damage and will result in your motorcycle being repaired safely and in a cost effective manner. If we consider your proposed repairer's quote is not correct, cost effective, or will not result in safe repairs to your motorcycle or we are unable to reach a negotiated agreement with the proposed repairer, we will contact you to discuss the alternative steps. This may include moving your motorcycle to a certified repairer of our choice for the repair.

#### If we don't authorise repairs

If we do not authorise the repairs, we will pay you what it would have cost us to repair your motorcycle and the lifetime guarantee will not apply.

### **Lifetime Repair Guarantee**

For repairs we authorise, the quality of the materials and workmanship are guaranteed for the life of your motorcycle. If a defect arises in the lifetime of your motorcycle as a result of faulty materials or workmanship, then we will rectify the problem. It is a condition of our guarantee that we reserve the right to decide who will undertake the rectification work. Usually we will give the original repairers the opportunity to rectify the problem.

#### Authorising repairs and motorcycle parts

- ensure the repair work is properly carried out;
- use new parts or parts that are consistent with the age or condition of your motorcycle, including non-original equipment parts. These parts will meet available manufacturers' technical specifications and/or applicable Australian Design Rules;
- only use new original equipment parts if your motorcycle is under the manufacturer's standard new motorcycle warranty period (but not under any extended dealer/ manufacturer warranty period).

However, the following conditions also apply:

#### **Radiators**

Parts produced by genuine parts suppliers may be used in the repair of components such as radiators.

### **Unavailable parts**

We are not responsible for costs which occur because of delays in delivery of parts. If a part is unavailable in Australia we will pay the cost of surface freight (not airfreight) from the nearest reasonable source of supply.

### Obsolete items and parts

In all cases we will only pay the market value of damaged parts we consider to be obsolete.

#### Motorcycle identification

Where your motorcycle's identification, such as its compliance, build or VIN plate or label, has been damaged, we will try to source a replacement from its manufacturer. If we cannot source it for you, we will attempt to obtain a letter from the manufacturer to confirm your motorcycle's identity and that its original identification has been damaged. We will still repair your motorcycle without replacing any damaged identification, unless an alternative form of identification is required by law.

### **Sub-contracting repairs**

We may sub-contract and any repairer we authorise to repair your motorcycle may sub-contract some of the repairs.

#### When we repair your motorcycle we will not:

- pay extra to repair your motorcycle to a better standard, specification or quality existing before the loss or damage;
- fix a fault or defect in your motorcycle that existed before the loss or damage occurred unless the fault or defect was from repairs we authorised;
- pay for repairing pre-existing damage. If we agree, you can pay the extra cost of repairing this damage.

### **Contribution to repairs**

You might have to contribute to the cost of repairing tyres, engines, accessories, modifications, paintwork, fairings, bodywork, radiators, batteries or trims affected by neglect, wear and tear, weathering, rust, mould, mildew or corrosion. We will determine how much you pay depending on how worn these items were when the damage happened.

If you do not agree to pay these amounts, we will pay you the amount determined to be the cost of repairs less any contribution by you.

### If your motorcycle has been stolen

If your motorcycle is found within 14 days of it being stolen and is damaged, follow the process of 'If your motorcycle is damaged' (see page 39). You may be entitled to a hire car for up to **21** days under the additional feature 'Hire car after theft' (see page 20), and where available we can arrange the hire car for you.

If your motorcycle is not found within **14** days after being stolen, and we agree to accept a claim for theft of your motorcycle, your motorcycle becomes a total loss (see next page).

### If your motorcycle is a total loss

For motorcycles where the 'New motorcycle replacement after theft (less than **10** years old)' additional feature applies, see page 17 or where the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional feature applies, see page 18, we will settle your claim in accordance with the relevant feature.

For all other motorcycles we will pay you the amount covered shown on your certificate less any deductions that may apply.

### **Deductions from your total loss claim**

When we pay you for a total loss claim we will deduct:

- any excess or unpaid premium including any unpaid instalments for the period of insurance;
- any unused registration and compulsory third party (CTP) insurance (unless we decide to collect this from the relevant authority or insurer);
- any input tax credit entitlement (if applicable), refer to page 33;
- our estimate of the salvage value (if applicable);
- any excesses arising from damage to the hire car (see Additional feature 'Hire car after theft').

We require you to pay these amounts in full before we provide the benefit 'New motorcycle after a total loss (less than **2** years old)'.

### Motorcycles under finance

When we pay for a total loss claim, if a credit provider has a financial interest in your motorcycle then we will pay them what they are entitled to (up to your amount covered) and pay you any balance.

### We own the motorcycle salvage

When we replace your motorcycle or pay you for the total loss, your salvage, including any unexpired registration and CTP insurance (unless we have deducted the amount of these items from your settlement), becomes our property. If we ask, you must provide your written consent to help us collect any unexpired registration and CTP insurance.

If a credit provider is entitled to the salvage of your motorcycle, then we will deduct our estimate of the salvage value of your motorcycle from any amount that we pay.

You can choose to keep your damaged motorcycle. If you choose to keep your damaged motorcycle, we will determine the salvage value of the damaged motorcycle and deduct this amount from your claim.

#### Hire car benefit conditions

Where you are making a claim under the hire car benefit in your policy you:

- may be required to enter into a hire agreement with the hire car provider;
- are required to collect the hire car from and return it to the place nominated by us or the hire car provider;
- are responsible for all running costs and extras of the hire car, including paying the deposit, security bond, fuel and any upgrade costs;
- are responsible for arranging and paying all hire car costs for any period you continue to use the hire car beyond the authorised hire period; **and**
- may be required to refund to us any costs (including any insurance costs) we incur for the hire car, if you withdraw your claim or we refuse to accept it.

# After we pay your claim

#### How a claim affects your cover

If we choose to repair your motorcycle or pay you the cost of repairs, your policy continues for the period of insurance.

If your motorcycle is a total loss and you are not entitled to a new replacement motorcycle (see 'New motorcycle replacement after theft (less than **10** years old)' additional feature on page 17 and 'New motorcycle after a total loss for motorcycles less than **2** years old' additional feature on page 18, all cover under your policy stops and your policy is cancelled. There is no refund of any unused premium.

If your motorcycle is damaged and we settle your claim by paying you the cost of repairs, we can reduce your amount covered to reflect the lower value of your motorcycle in its damaged condition.

### Our right to recover claims we pay from those responsible

If you have suffered loss or damage as a result of an event or incident covered, or partially covered by this policy, then we have the right and you permit us to take action or institute legal proceedings against any person or entity liable to you for the recovery of your insured, underinsured or uninsured losses, payments made and expenses in relation to the event or incident ("your loss"). Any action or legal proceeding will be commenced in your name.

If you have commenced action or instituted legal proceedings against any person or entity liable to you for your loss, we have the right and you permit us to take over and continue that action or legal proceeding. Where recovery of your loss forms part of any representative proceeding which has not been instituted under our instructions, we have the right and you permit us to exclude your loss from that representative proceeding for the purpose of including your loss in a separate representative proceeding which is or will be instituted under our instructions.

You must provide us with all information and reasonable assistance in the recovery of your loss, including providing us with any documents that prove your loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding your rights and our rights to recover your loss, without our prior written agreement.

# Other Important Information

# What happens with cancellations?

#### Cancellation by you

You may cancel this policy at any time. If you cancel this policy, you will be refunded the unexpired portion of the premium, less any non-refundable government charges if the refund is more than **\$5**. If you pay by instalments, on cancellation you agree to pay us any portion of the premium that is owing but not yet paid and that amount is immediately due and payable.

### Cancellation by us

We can cancel your cover where the law allows us to do so. We will refund any money we owe you less any non-refundable government charges if the refund is more than \$5. If we cancel your policy due to fraud, we will not refund any money to you.

For more information about cancellation see 'Paying your premium' on page 12.

### How we will deal with a complaint

If you are not satisfied with our products or services or a decision made in relation to your insurance, please let us know so that we can help. It is important to follow the complaint handling process in order to resolve your complaint effectively and efficiently.

#### Step 1. Let us know

If you would like to make a complaint, please let us know by contacting the relevant department as they may be able to resolve the complaint for you. If not, the staff member will refer you to a Manager or their delegate and they will attempt to resolve the complaint. A response is usually provided to you within **5** business days. You can contact us:

By phone: 13 50 50

By email: customerservice@apia.com.au

In writing: Apia, GPO Box 756, Melbourne, VIC, 3001

#### Step 2. Review by our Internal Dispute Resolution Team

If you are not satisfied with the outcome of the business review you can request the complaint be referred to the Internal Dispute Resolution (IDR) Team for review or you can contact them directly:

By phone: 1300 240 531 By Email: idr@apia.com.au

In writing: Apia Internal Dispute Resolution,

PO Box 14180, Melbourne City Mail Centre, VIC, 8001

If we require additional information we will contact you to discuss. IDR will usually contact you with a decision within **15** business days of receiving your complaint.

### Step 3. Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, you may be able to access the services of the Financial Ombudsman Service (FOS) Australia. The FOS is an independent external dispute scheme and their service is free to you. Any decision the FOS makes is binding on us, provided you also accept the decision. You do not have to accept their decision and you have the option of seeking remedies elsewhere.

The FOS is available to customers who fall within their terms of reference. The FOS will advise if they can help you.

You can contact FOS:

By Phone: 1800 367 287 By Fax: (03) 9613 6399 By email: info@fos.org.au

In writing: Financial Ombudsman Service Limited,

GPO Box 3, Melbourne VIC 3001

By visiting: www.fos.org.au

### Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policy holders and wastes the valuable resources of our community. This means it affects everyone.

We actively pursue fraudulent and inflated claims in order to keep your premiums as low as possible. Fraudulent claims will be investigated and may be reported to the police.

Help us fight insurance fraud by reporting:

- inflated vehicle or home repair bills;
- staged vehicle or home incidents;
- false or inflated home or vehicle claims:
- home and vehicle fires which may be intentionally started, including by someone known to you.

To report suspected insurance fraud call: **1300 881 725**. Let's work together to reduce the impact of insurance fraud on the community.

#### **General Insurance Code of Practice**

We support the General Insurance Code of Practice.

You can get a copy of the code from the Insurance Council of Australia website (insurancecouncil.com.au) or by phoning **(02) 9253 5100**.

# Motor Vehicle Insurance and Repair Industry Code of Conduct

This code is intended to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication.

### **Financial Claims Scheme**

This policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA).

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA.

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

### PDS dated 7 April 2016

This insurance is issued by AAI Limited ABN 48 005 297 807 AFSL No. 230859 GPO Box 756, Melbourne, VIC, 3001

### How to contact Apia:

By telephone: 135050

Via email: customerservice@apia.com.au

On the web: apia.com.au

In writing: GPO Box 756, Melbourne, VIC, 3001

**13 50 50** apia.com.au