



# Apia Motorcycle Insurance

Product Disclosure Statement



Part of the  
Suncorp Network

## Welcome and thank you for choosing Apia

This Product Disclosure Statement (PDS) is an important document that tells you information you need to know about your policy. It is really important to read it carefully before you decide whether or not our cover is right for you.

### By choosing Apia you can:

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Make a claim 24/7 online or by calling **13 50 50**

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Call **13 50 50** for extra support

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The information in this PDS is current at the date it was prepared. From time to time, we may update some of the information in this PDS that is not materially adverse to you without notifying you. Please contact us for a free copy of any of these updates. Other changes will be made by a Supplementary Product Disclosure Statement (SPDS) which we will give to you.

PDS preparation date 3/11/20

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### **Motor Vehicle Insurance and Repair Industry Code of Conduct**

In line with our requirements under this code on our repair process see 'Your repair' (we choose the repairer) on page 42 and 'Our parts policy for authorised repairs', on page 43.



In this PDS you will be referred to the Motorcycle Insurance Additional Information Guide. This guide is available at [apia.com.au](http://apia.com.au) and contains more information about premiums, excesses and discounts. Please contact us for a free copy.



Some words in this policy have special meanings. Most of the words with special meanings are defined in section 10 'Words with special meanings' on page 59.

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# 1

## Important things to know upfront

Before we get into the specifics of your policy there are important things to know upfront. This includes:

- key summary information about your cover;
- a what to do in the event of a claim checklist;
- information about your contract with us;
- communicating with you electronically;
- information about your cooling off period;
- your responsibilities and when you need to contact us;
- the excesses that apply to your claim;
- important information about us.

# Key information about Apia Motorcycle Insurance



## Type of insurance

This policy provides comprehensive cover for your motorcycle.



## What we cover

Accidental loss or damage to your motorcycle and Third Party Property Damage cover



## What we pay

The most we will pay for loss or damage to your motorcycle is the amount covered shown on your certificate, unless we say otherwise in your policy.

We will also pay:

- Up to **\$20 million** for damage to other people's property for all claims from any one incident for legal liability covered by this policy.
- Up to the limits outlined under the relevant Additional covers.



This is a summary only. Like all policies, there are conditions, limits and exclusions that apply so you need to read your policy carefully.





## Additional cover that comes with your policy

There are some additional covers that come with your policy for no extra cost. See section 5 'Additional cover that comes with your policy' on page 27 for more information.

# Summary of your cover









Limits, conditions and exclusions apply. Read your policy for full details.





## Insured events

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 Accidental loss or damage	24
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## Additional covers

(these are covers that come with your policy)

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**We understand experiencing loss or damage or having a claim made against you can be stressful**

**Here's what to do:**

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### **STEP 1**

**Make sure everyone is safe.**

**For emergencies, call 000.**

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### **STEP 2**

**Try to prevent further loss, damage or liability,**

(e.g. move your motorcycle off the road and put on your hazard lights).

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### **STEP 3**

**Report the incident to the police.**

If someone is injured or has stolen, attempted to steal or maliciously damaged your motorcycle, call the police as soon as possible and record the time, date, report number and the name of the recording officer.

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### **STEP 4**

Where possible, collect details of all drivers, passengers and witnesses including their full names, addresses and contact numbers. If another vehicle is involved, record its registration number and the driver's name and address. Do not admit fault to anyone.

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### **STEP 5**

**Contact us as soon as possible online or by calling 13 50 50.**

If towing is required, we will help arrange the towing of your motorcycle.

When you contact us, describe details of the incident to assist with lodging your claim. If the damage was caused by another person, provide us their name and address and the vehicle's registration number.

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## Our agreement with you

If you buy this product from us, your contract of insurance is made up of your certificate, this PDS and any SPDS that we have given you.

## Communicating with you electronically

We may send your policy documents and policy related communications electronically. This will be by email and/or other types of electronic communication (e.g. SMS). We will obtain your express or inferred consent to do so. Each electronic communication will be deemed to be received by you at the time it leaves our information system.

## Cooling off period

You can contact us to return the policy within **21** days from the start date of your policy (including on renewal).



This is called the cooling off period. As long as you have not made a claim during this period, we will refund in full the money you paid for your policy (including GST if applicable), but you will not have any cover under the policy.

Alternatively, you can cancel your policy at any time while you are insured. When you do this, unless we tell you otherwise, you will have cover up until the date and time of cancellation. For more information see 'What happens with cancellations' on page 54.

## There are limits to what we will pay and some things we don't cover

Like every insurance policy, there are exclusions, conditions and limits that apply to your policy. There are some things we don't cover whatever the circumstances, these are found in section 3 'Things we don't cover' on pages 17 to 22. There are also specific things we don't cover explained in sections 4 and 5 on pages 23 to 37. which are particular to the cover provided under your policy.



In this PDS we use  and  icons to help describe what you can claim for and what's not covered.

## Extra Support

Sometimes your circumstances might mean you need additional support or assistance in dealing with us. This could be due to your physical or mental health, family or financial situation or cultural background. If you are comfortable, you can tell us about your situation and we will work with you to arrange support.

## Your responsibilities

- take steps to prevent loss or damage, for example:
  - move your motorcycle away from rising waters including tides;
  - do not ride into water;
  - remove keys and lock the motorcycle when left unattended.
- keep your motorcycle well maintained and in a good, safe and roadworthy condition (e.g. replace worn out tyres, replace worn brakes and defective lights, fix paint including clear coats, repair major rust, repair worn upholstery and repair major scratches or dents and fix mechanical and electrical problems);
- 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;
- do not behave in a way that is abusive, dangerous, hostile, improper or threatening when engaging with us and our service providers.

## Not meeting your responsibilities

Your policy may not provide cover if you have not met your responsibilities and it may lead us to reduce or refuse to pay your claim and/or cancel your policy.

## When you need to contact us

During the period of insurance you must tell us as soon as possible if:

- any details on your certificate are no longer accurate and complete, including but not limited to your motorcycle (see 'When you replace your motorcycle' on page 12), the address where you keep your motorcycle or the listed riders of your motorcycle change;
- there are any changes to the physical condition of your motorcycle;
- you plan to, or have, added accessories or modifications to your motorcycle (see page 16);
- you no longer use or plan to use your motorcycle only for private use only (see the definition of 'Private use' on page 61).

If you have not told us about any of the above matters having occurred in any other period of insurance when you held this policy with us, you must also tell us as soon as possible.

## What we will do when you contact us

When you tell us about any of the above matters an additional excess, additional premium or special condition may be applied to your policy. In some cases, it may lead us to reduce or refuse to pay a claim or it may mean we can no longer insure you and we will cancel your policy.

## If you do not contact us

If you do not contact us when you need to you may not be covered under your policy and it may lead us to reduce or refuse to pay a claim and/or cancel your policy.

## How to contact us



Call us on **13 50 50**.

## If your contact details change

You must keep your contact details, including your Australian mobile number, postal address and email address up to date. If we do not have up to date contact details you might not receive your important policy documents which could impact whether you have cover in place.

## When you replace your motorcycle

If you replace your motorcycle with another motorcycle, we will insure the replacement motorcycle, up to its market value on the same terms as the replaced motorcycle as if a reference to 'your motorcycle' in this PDS is to your replacement motorcycle.

Cover is provided from the date you bought the replacement motorcycle until you contact us to insure your replacement motorcycle, up to a maximum of **14** days.

We do not provide any cover under this policy for a replacement motorcycle outside the cover stated in this section 'When you replace your motorcycle'.

## Special conditions

We may apply special conditions on your policy that might exclude, restrict or extend cover. 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.

## What is the No Claim Bonus?

A No Claim Bonus (NCB) is a discount off your premium as a reward for your good driving and insurance history. On each renewal, your discount will increase providing you haven't made any claims that affect your NCB, until you reach the maximum discount level. Your NCB is shown on your certificate.



Refer to the Motorcycle Insurance Additional Information Guide for more information about discounts.

## Excesses that apply to your claim

What is an excess?

An excess is the amount you pay towards the cost of your claim for each incident covered by your policy. The total excess you are required to pay is determined by the circumstances of your claim. Sometimes you might have to pay more than one type of excess. The amount and types of excesses are shown on your certificate.

## The different types of excesses are:

<b>Standard excess</b>	This excess applies to all claims unless your policy states no excess applies to your claim.
<b>Riders under 25 excess</b>	This excess 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.



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. If the rear and front of your motorcycle is damaged in the same incident, you make **1** claim and pay the excesses in relation to **1** claim only.



Refer to the Motorcycle Insurance Additional Information Guide for more information about excesses.

## How to pay your excess

You can choose from the following options to pay your excess:

- you can pay the excess(es) directly to us before we finalise your claim;
- the excess(es) can be deducted from the amount we pay you for your claim (if any);
- in some instances, the excess(es) can be paid to the appointed repairer or supplier; or
- in some instances, the excess(es) can be deducted from the amount we pay to another person for loss or damage to their property.

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

## When your excess will be waived



**You pay the excess but if:**

①

You or the rider didn't contribute to the accident (this means the other driver was entirely at fault). You may be able to show this by providing a police report, expert reports, statement from a witness or photographs.

+

②

You supply the at-fault driver's name and address

+

③

You supply the at-fault vehicle's registration number

=



You don't pay an excess

If 1, 2 and 3 are there, you don't pay an excess. If ANY are missing, you will pay an excess.



If you cannot supply the at-fault driver's name, address and vehicle registration number it means we will not be able to waive your excess. It does not otherwise impact the cover under your policy or your ability to make a claim.

## Important information about us

This important information about us statement was completed on 3/11/20.

### 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 56.

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# 2

## What we cover – the basics

This section describes the basics of:

- what we cover and do not cover as your motorcycle;
- who we cover.

## What we cover as your motorcycle

### **We cover**

Your motorcycle as described on your certificate. It includes the following that are fitted to your motorcycle:

- accessories; and
- modifications.

### What we do not cover

- fuel or lubricants;
- lost motorcycle keys.



#### **What are accessories?**

An accessory is an addition to your motorcycle which does not enhance the performance or change the structure of the motorcycle.



#### **What are modifications?**

Modifications are alterations made to the manufacturer's standard body, engine, suspension, wheels or paintwork of your motorcycle which may affect its performance, value, safety or appearance.

### Who we cover

We cover you or anyone you authorise to ride the motorcycle, subject to the conditions and exclusions of your policy.



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# 3

## Things we don't cover

There are some things we don't cover under your policy and we want to be upfront about this.



Remember, there are also specific things we don't cover in sections 4 and 5 on pages 23 to 38.

## 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, enter into accepting liability, but we will provide cover if the legal liability would have existed without that agreement or contract.

### **Alcohol, drugs, medication**

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, any alcohol, drug or medication;
- had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- refused to take a test for alcohol, drugs 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;
- if it can be demonstrated that the above alcohol/drugs/medication intake was not a contributing factor in the incident.

### **Asbestos**

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

### **Biological, chemical, other pollutant or contaminant**

- any actual or threatened use, existence or release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- any looting or rioting following the actual or threatened release of any biological, bacterial, viral, germ, chemical or poisonous substance, pollutant or contaminant;
- 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 to earn an income either in full-time, part-time or casual work. But you can use your motorcycle to travel to or from your place of work.

### **Confiscation or repossession**

- legal confiscation or repossession of your motorcycle or its contents.

**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:**

**✘ 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 either was damaged, unsafe or un-roadworthy at the time of the incident.

**✘ Dangerous goods**

your motorcycle being used to illegally store or transport:

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

**✘ Electrical charging equipment**

theft of any electrical charging equipment used for your motorcycle.

**✘ Exceeding loading or passenger limits**

your motorcycle when it is:

- carrying more passengers than the motorcycle was designed for, or more than the rider is permitted to carry 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.

**✘ Extra costs or other losses following an incident covered by your policy**

extra costs or losses (financial and non-financial loss) following an incident covered by your policy, including but not limited to:

- loss of income or wages;
- medical expenses;
- professional, expert, legal consulting or valuation costs unless you obtained our prior authority to incur these costs;
- your motorcycle's value (including its trade-in or resale value) is less after being repaired;
- costs, including the cost of your time, to prove your loss or to help us with your claim (e.g. phone calls, postage) unless stated otherwise in your policy;
- travel costs, but we will cover travel costs covered under the additional covers 'Emergency travel, accommodation and repairs' (see page 34) and 'Get home expenses' (see page 31);
- cleaning costs, but we will cover cleaning costs covered under 'Third Party Property Damage cover' (see page 25).

**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:**

**✘ Hire, fare or reward or courtesy motorcycle**

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

**✘ 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.

**✘ Intentional or deliberate acts**

an intentional or deliberate act by:

- you or a member of your family;
- a person who shares ownership of your motorcycle;
- a person acting with your encouragement, assistance or express or implied consent;
- a person authorised by you to operate your motorcycle.

**✘ Loss or damage outside Australia**

loss or damage that occurs outside Australia.

**✘ Motor sports or similar activities**

your motorcycle being used:

- in, or being tested in preparation for, a race, contest, trial, test, hill climb or any motor sport;
- on a competition race track, competition circuit, competition course or competition arena unless your motorcycle is being ridden as part of a rider education course that does not involve speeds in excess of **100km/h** or the timing of motorcycles.

**✘ Personal property**

any personal property that is not owned by you, but we will cover the rider's and the pillion's riding apparel to the extent it is covered under 'Riding apparel cover' (see page 34 for details).

**✘ Radioactivity/nuclear materials**

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

## 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:

### **Reckless acts**

any reckless act by you, the rider or pillion passenger of your motorcycle, or any person acting with your encouragement, assistance or express or implied consent to the reckless act (such as street racing, burnouts, donuts, riding into water, illegally using a mobile phone, riding at excessive speed).

### **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 (such as wheels and tyres).

### **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 you were not aware this could lead to further damage to your motorcycle or you are acting to prevent further loss or damage such as riding it from a busy motorway.

### **Sale of your motorcycle**

- loss (including theft) of your motorcycle (or the proceeds of sale) by a person authorised to offer your motorcycle for sale;
- loss (including theft) of your motorcycle (or the proceeds of sale) following a private sale transaction;
- 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.

### **Sanctions**

any payments (including refunding a premium) or the provision of any services or benefit to you or to any other party to the extent that such cover, payment, service or benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under any applicable United Nations resolutions or trade or economic sanctions, law or regulation of Australia, New Zealand, the European Union, United Kingdom or United States of America.

### **Tyres**

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

### **Unattended motorcycle**

theft or damage to your motorcycle if the motorcycle is left unattended and with the keys on, in or inside the motorcycle.

## 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:

### **Unlawful purposes**

your motorcycle being used for unlawful purposes (such as a criminal act) by you or for which you gave encouragement, assistance or consent (either expressly or impliedly).

### **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) if you:

- were not the rider or person in charge of your motorcycle at the time of the incident;
- did not give encouragement, assistance or express or implied consent to the riding or the incident; and
- can establish that you did not know and could not have reasonably known of any of the above circumstances.

### **Unregistered motorcycles**

your motorcycle being used on public roads at the time of an incident if it was unregistered, unless the loss, damage, cost or legal liability was not caused by or did not result from the motorcycle being unregistered.

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# 4

## What we cover – the details

In this section, we tell you about our cover for loss or damage to your motorcycle and cover for damage to other people's property.

## What your policy covers

- Accidental loss or damage cover;
- Third Party Property Damage cover.



### 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 (including cyclone), flood, fire, theft or attempted theft, malicious damage or vandalism, collision and impact.

#### **We don't cover**

We don't cover anything in section 3 'Things we don't cover', see pages 17 to 22.



#### **Limit**



The most we will pay for any one incident is the amount covered for your motorcycle as shown on your certificate, unless we say otherwise in your policy (e.g. if you're eligible for 'New motorcycle after a total loss for motorcycles less than **2** years old' on page 29, we will settle your claim in accordance with that additional cover).



For examples of how we settle motorcycle claims see section 7 'How we settle claims – some examples' on page 47.





## Third Party Property Damage cover

### We cover



We will cover you or anyone you authorise to ride your motorcycle for legal liability to pay compensation for loss or damage to another person's vehicle or property (not yours), where the loss or damage:

- results from an incident occurring in the period of insurance; and
- is caused by the use of your motorcycle.

This cover is extended to your employer, principal or business partner when they incur a legal liability because you were riding your motorcycle in connection with your occupation.

For the purposes of this legal liability cover, loss or damage caused by the use of your motorcycle extends to damage to another person's vehicle or property (not yours) 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.

If we cover your legal liability under this section, we will cover your legal liability for the cost of cleaning up by emergency services after the incident involving your motorcycle.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

### We don't cover



We don't cover anything in section 3 'Things we don't cover', see pages 17 to 22.

### Limit



The most we pay for all claims from any one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.



Note: If we accept a claim for 'Third Party Property Damage' you cannot also claim under additional cover 'Third party property damage for trailers' for the same incident.

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# 5

## Additional cover that comes with your policy

When a claim for loss or damage to your motorcycle is covered, you may be entitled to the additional cover in this section.

Please note:

- some covers can be claimed on independently to a claim for loss or damage to your motorcycle as shown.
- the limits shown are paid in addition to the amount covered on your certificate, unless stated otherwise.



All of the conditions of your policy and section 3 'Things we don't cover' on pages 17 to 22 apply to the additional cover.



In some circumstances, we may provide an additional cover to you before your claim is confirmed as covered under your policy. This does not mean that your claim has or will be covered or that your claim will be paid.



You can make a claim under 'Trailer cover' page 30, 'Substitute motorcycle' page 35 and Third Party Property Damage for trailers' page 36 independently of a claim for loss or damage to your motorcycle.



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

### We cover



If your motorcycle has been stolen in an incident covered by your policy and your claim is accepted as a total loss, we will 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 motor dealer who was the first registered owner of the motorcycle; and
- the loss or damage to your motorcycle occurred less than **10** years from the date of original registration of your motorcycle; and
- anyone who financed your motorcycle provides us with written consent to us replacing it.

We will:

- replace your motorcycle with a new motorcycle of the same make, model and series to your motorcycle provided one is available within **90** days of us deciding your motorcycle is a total loss; or
- if one is not available, provide you with a new motorcycle that is available within the time stated above and which is a similar make or model to your motorcycle (including similar accessories, modifications, tools and spare parts); and
- pay for the initial registration, compulsory third party (CTP)/motor accident injuries (MAI) insurance, delivery charges and stamp duty costs for the new motorcycle.

Your policy will continue until its expiry date.

### We don't cover



- this additional cover does not apply if the amount covered for your motorcycle is more than the limit for this additional cover;
- the limit of this additional cover 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 of replacing or purchasing an extended warranty;
- there is no cover under this additional cover if the 'New motorcycle after total loss for motorcycles less than **2** years old' additional cover applies.

### Limit



We pay up to **\$40,000** (inclusive of stamp duty, compulsory third party/motor accident injuries insurance registration and delivery charges, if applicable).



If under 'New motorcycle after theft for motorcycles less than **10** years old' additional cover:

- you choose not to accept a replacement motorcycle; or
  - an agreement cannot be reached between us on a replacement motorcycle; or
  - a replacement motorcycle cannot be supplied within the conditions listed above;
- we will pay you the amount shown on your certificate, less applicable deductions (see page 45).

All cover under your policy stops and your policy comes to an end. There is no refund of the premium.



For full details of how we settle total loss claims see page 44.



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

#### **We cover**



If your motorcycle has been stolen or damaged in an incident covered by your policy and your claim is accepted as a total loss, we will 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 occurred less than **2** years from the date of original registration of your motorcycle; and
- anyone who financed your motorcycle provides us with written consent to us replacing your motorcycle.

We will:

- replace your motorcycle with a new motorcycle of the same make model and series to your motorcycle provided a new motorcycle is available within **90** days of us deciding your motorcycle is a total loss; or
- if one is not available within that time, provide you with a new motorcycle that is available within the time stated above and which is a similar make or model to your motorcycle (including similar accessories, modifications, tools and spare parts); and
- pay for the initial registration, compulsory third party/motor accident injuries insurance, delivery charges and stamp duty costs for the new motorcycle.

Your policy will continue until its expiry date.

#### **We don't cover**



The cost for replacing or purchasing an extended warranty.



If under the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover:

- you choose not to accept a replacement motorcycle; or
- an agreement cannot be reached between us on a replacement motorcycle; or
- a replacement motorcycle cannot be supplied within the conditions listed above,

we will pay you the amount shown on your certificate, less applicable deductions (see page 45).

All cover under your policy stops and your policy comes to an end. There is no refund of the premium.



Note: If you claim under this additional cover you are unable to claim under the 'New motorcycle replacement after theft (less than **10** years old)' additional cover.

### Trailer cover



#### We cover

We cover accidental loss or damage to your trailer caused by an incident in the period of insurance when your trailer:



- is attached to your motorcycle; or
- runs out of control after separating from your motorcycle while your motorcycle is moving.

#### Limit

Up to a total of **\$2,000** for any one incident.



You can make a claim under this additional cover independently of a claim for loss or damage to your motorcycle.



## Personal property

### We cover



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

### We don't 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.

### Limit



Up to a total of **\$1,000** for any one incident.



## Get home expenses

### We cover



When your motorcycle is stolen or unrideable after an incident covered by your policy, we will pay the costs to transport you and your passengers to your address or destination.

### We don't cover



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

### Limit



Up to a total of **\$500** for any one incident. You need to provide us with all invoices and receipts.



## Hire car after theft up to 21 days

### We cover



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

If there is no hire car that meets your transport needs available from one of our providers within a reasonable distance of your location, then we will pay you the reasonable cost you incur:

- in hiring a hire car that meets your transport needs; or
- in arranging alternative transport.

### Limit



Up to **21** days. The cover stops before the **21** day limit when:

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



Note: You must not arrange your own hire car unless you obtain our prior consent. If you do, then we may not pay for the hire car costs if they are not reasonable or are not covered by the policy.



## This section applies to your hire car



### Insurance for your hire car

After arranging a hire car for you with our provider, we will cover accidental loss or damage and third party liability 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.



### Hire car 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;
- agree and authorise us to lodge a claim on your policy in the event that the hire car is lost or damaged whilst on hire to you and we insure you pursuant to the cover provided under 'Insurance for your hire car';
- are responsible for arranging and paying all hire car costs for any period you continue to use the hire car beyond the covered hire period; and
- are 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.



### 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 cost of:

- one tow to get your motorcycle from the scene of the incident to:
  - our nearest repairer; or
  - another location nominated or agreed by us;
- storing your motorcycle.

#### We don't cover



Storage costs for any period before your claim is lodged (unless you were not in a position to lodge the claim around the time of the incident) or after your claim is settled or declined.

#### Limit



One tow from the scene of the incident for any one claim.



If you authorise the tow on our behalf, you need to provide us with all invoices and receipts.



## Riding apparel cover

### We cover



We cover your riding apparel, or that of the rider or pillion passenger, if during the period of insurance it is:

- stolen by forcible entry from a secured storage compartment on your motorcycle;
- damaged when your motorcycle is damaged; or
- stolen when your motorcycle is stolen, in an incident covered by your policy.

### We don't 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.

### Limit



Up to a total of **\$1,000** for any one incident.



## Emergency travel, accommodation and repairs

### We cover



When your motorcycle has been stolen or damaged in an incident covered by your policy, we also cover:

- 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, safe to ride or is stolen and you are more than **100km** from your home.

### We don't cover



Costs related to your motorcycle breaking down (e.g. mechanical or electrical failure).

There is no cover under this additional cover if the 'Get home expenses' additional cover applies.

### Limit



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



You need to provide us with all invoices and receipts.



## Substitute motorcycle

### We cover



If your motorcycle cannot be ridden (e.g. it is being serviced or repaired), we will cover you for legal liability to pay compensation for loss or damage to another person's vehicle or property (not yours) where the loss or damage is caused by your use of the substitute motorcycle in the period of insurance.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

### We don't 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;
- loss or damage to the substitute motorcycle.

### Limit



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

The most we will pay for all claims arising from any one incident is **\$20 million** including associated legal costs.



You can make a claim under this cover independently of a claim for loss or damage to your motorcycle.

## Third party property damage for trailers

### We cover



When your motorcycle is towing a trailer in the period of insurance 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 for loss or damage to their vehicle or property.

We will also cover you for associated legal costs. We need to first agree to pay the legal costs before they are covered.

### We don't cover



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

### Limit



The most we will pay for all claims from any one incident for legal liability covered by this policy is **\$20 million**, including all associated legal costs.



If you claim under this cover, you cannot claim under the 'Third Party Property Damage' cover for the same incident.



You can make a claim under this cover independently of a claim for loss or damage to your motorcycle.



## Accidental death

### We cover



If your motorcycle has been involved in an incident covered by your policy and you die as a result of an injury caused by this incident whilst riding your motorcycle we will pay your estate **\$5,000**.

### We don't cover



There is no cover under this additional cover if your death:

- occurs more than **12** months from the date of the accident;
- is caused by suicide or attempted suicide.

### Limit



**\$5,000** in total for all claims per incident.



For examples of how we settle motorcycle claims see 'How we settle claims – some examples' on page 47.

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# 6

## Making a claim

We want to be there for you in your times of need. In this section we set out how we help you when you make a claim and important information about:

- what you must and must not do;
- how to establish your loss;
- how we settle claims;
- what happens after we pay your claim.

# Making a claim

## What you must do

- talk to or meet with any experts we choose, such as a claims assessor, investigator or repairer;
- assist us in handling your claim. This can include agreeing to be interviewed and/or providing relevant documents we ask for (e.g. proof of ownership);
- either ride (if it is safe to do so) or let us move your motorcycle to one of our repair facilities, or another location nominated or agreed to by us, so we can assess the damage and progress your claim;
- for rectification work, take your motorcycle back to the original repairer to rectify the repairs;
- if your motorcycle is a total loss, allow us or a person nominated by us, to recover, salvage or take possession of your motorcycle.



In this 'Making a claim' section 'you' means you and, if you were not riding your motorcycle, 'You' also means the rider of your motorcycle.

## What you must not do

- do not admit liability or responsibility to anyone or pay for any damage before contacting us;
- do not negotiate, pay or settle a claim with anyone else before contacting us;
- do not carry out or authorise any repairs without our consent, except for emergency repairs described in 'Emergency travel, accommodation and repairs' on page 34;
- do not dispose 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 instead.

## 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 to pay your claim and/or recover from you any costs and/or any monies we have paid and/or cancel your policy.

## 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 must also tell us as soon as possible about any demands made on you to pay compensation to others and any court actions or offers of settlement and send these to us. The quicker we receive these, the better placed we will be to protect your interests. If you do not tell us about any demands or forward any documentation from a third party it could result in further costs. You will need to pay any further costs incurred as a result of your delay in forwarding documents or failing to tell us about demands you have received.



## If we decline a claim or do not pay a claim in full

When you contact us to make a claim we will assess your claim and we may need to undertake further investigation. If we decline your claim we will give you our reasons in writing.

## How to establish your loss

### Establish an incident took place

When making a claim you must be able to prove that an incident covered by your policy 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.

### Prove 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, credit card statements, warranties or motorcycle log books. A statutory declaration is not of itself considered acceptable evidence of proof of ownership and value. If you are unable to substantiate your claim, we can reduce or refuse to pay your claim.

## How we settle your claim

If your claim for loss, theft or damage to your motorcycle is covered under your policy we will either:

- repair or replace the damaged parts of your motorcycle using one of our preferred repairers;
- pay you the amount of the assessed quote from our preferred repairer when our preferred repairer is able to complete the repair or replace the damaged parts of your motorcycle but you request a cash settlement;
- pay you the amount of the assessed quote from your repairer if one of our preferred repairers cannot complete the repair or replace the damaged parts of your motorcycle;
- settle your claim as a total loss, see page 44 for how we settle your claim as a total loss.

## For Additional covers

If we pay a claim or provide services under an additional cover, we will settle your claim in accordance with that additional cover.

## Third Party Property Damage claims

You must provide us with assistance to help us when we take action in your name to defend a claim against you from the third party who alleges that you have caused damage to their property. This assistance may include:

- providing a more detailed version of events including completing a diagram of what occurred and a statement/affidavit;
- providing copies of any photographs or video of the accident available;
- lodging a police report;
- attending court (only if required).



For important information about how we settle claims see section 7 'How we settle claims – some examples' on pages 47 to 50.

## Your repairs (We choose the repairer)

We will arrange the repairs to your motorcycle with one of our preferred repairers:

- if your motorcycle is not safe to ride, we will arrange to move your motorcycle to one of our preferred repairers or another facility of our choice;
- if your motorcycle is safe to ride, we will arrange a time with you to bring your motorcycle into one of our preferred repairers or another facility of our choice;
- we obtain quotes from our preferred repairers (where required) and select the most appropriate quote;
- we authorise the repairs based on the most appropriate quote and manage the repair process with the repairer.

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

## If we don't authorise repairs

If we pay you the amount of the assessed quote we don't authorise repairs. You will not be entitled to the lifetime guarantee on repairs that we do not authorise.



### Lifetime Repair Guarantee

The quality of the workmanship and the materials authorised by Apia in the repair of your motorcycle will be guaranteed for its life. The parts used in the repair of your motorcycle will be of the same type as those explained on these pages.

If you are concerned about the quality of the repair of your motorcycle, you must call us on **13 50 50** and you must make your motorcycle available to us. You must not authorise rectification work without our written authority. We will inspect the repair and arrange any necessary rectification work.

## Our parts policy for authorised repairs

When we authorise repairs to your motorcycle we will:

- ensure the repair work is properly carried out;
- use new parts or, where available, quality reusable parts.

Parts used will:

- not void the warranty provided by the motorcycle manufacturer;
- comply with the motorcycle manufacturer's specifications and applicable Australian Design Rules;
- be consistent with the age and condition of the motorcycle;
- preserve or improve the safety and structural integrity of the motorcycle.

However, the following conditions also apply:

### Radiators

Where available we will use aftermarket parts for radiators.

### Unavailable parts

Where a damaged part is no longer available, we will pay you the last known market price of that part.

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. We will not pay for any additional hire car costs (beyond the cover provided by additional cover 'Hire car after theft up to **21** days', see page 32) due to the delays in the delivery of parts.

### 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. We require our sub-contractors to abide by the same service standards we uphold.

### Non-damaged parts

We are not responsible for the costs to replace the parts of a whole set that were not damaged or stolen in an incident. For example, if only one wheel and tyre are damaged in an incident, we will only pay to replace the damaged wheel and tyre, not the whole set.

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

- repair your motorcycle to a better standard, specification or quality existing before the loss or damage;
- fix or pay to fix a fault or defect in your motorcycle or fix or pay to fix faulty repairs, other than to the extent we are responsible for repairs we authorised;
- repair or pay for repairing pre-existing damage. See 'Contribution to repairs' below.

## Contribution to repairs

There may be instances where we are unable to carry out accepted repairs due to pre-existing damage to your motorcycle. Examples of this include neglect, wear and tear, weathering, rust, mould, mildew or corrosion. In these instances, we will ask you to pay for the cost of repairing the pre-existing damage so that repairs covered by this policy can be carried out safely.

If you do not want to pay these amounts, we will pay you the amount of the assessed quote from our preferred repairer for the repairs directly related to the accepted claim.

## 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 'Your repairs (We choose the repairer)' (see page 42). You may be entitled to a hire car for up to **21** days under the additional cover 'Hire car after theft up to **21** days' (see page 32).

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

## If your motorcycle is a total loss

Your motorcycle becomes a total loss if:

- it is stolen and unrecovered after **14** days and we accept your claim for theft of your motorcycle; or
- it is uneconomical or unsafe to repair, including where the combined repair costs and salvage value are likely to be more than the amount covered by your policy.

We will also have regard to the law in relation to what is considered a write off that applies in your State or Territory when determining when a motorcycle is to be written off.

For motorcycles where the 'New motorcycle replacement after theft less than **10** years old' applies, see page 28 and where the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover applies, see page 29.

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

## Deductions from your total loss claim

When we pay you for a total loss claim we will deduct the following where applicable, from the amount we pay you:

- excesses;
- unpaid premium including any unpaid instalments for the period of insurance;
- any unexpired registration and compulsory third party/motor accident injuries insurance (unless we decide to collect this from the relevant authority or insurer, in which case you must help us if we ask);
- any input tax credit entitlement, see page 53;
- our estimate of the salvage value;
- any excesses arising from a claim for damage to the hire car (see 'Hire car conditions' on page 33).

Where we provide you with a new motorcycle you will have to pay us any of the above applicable deductions.

## Motorcycle under finance

When we pay you 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 the value of your claim) and pay you any balance. If the credit provider requests to retain the salvage we will settle them less the salvage value amount.

## We own the motorcycle salvage

When we replace your motorcycle or pay you for the total loss, your motorcycle salvage becomes our property.

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.

## After we pay your claim

### Does your claim affect your cover?

If we replace your motorcycle, repair your motorcycle or pay you the cost of repairs, your policy continues for the period of insurance. However, if we pay you the cost of repairs and you do not undertake such repairs, it may lead us to reduce or refuse to pay a future claim and/or cancel your policy.

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 cover on page 28 or 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover on page 29), all cover under your policy stops and your policy comes to an end. There is no refund of the premium.

## Our right to recover from those responsible

If you've suffered loss or damage or, incurred a legal liability as a result of an incident covered by this policy and you make a claim with us for that incident, then we have the right and you have permitted us to take action or start legal proceedings against any person or entity liable or, who would be liable to you for the recovery of your loss.

"Your loss" means your insured, underinsured or uninsured loss or damage or legal liability, costs, payments made and expenses in relation to the incident. Any action or legal proceeding we take will be commenced either in your name, or in the name of any other person or entity that suffered your loss. We will have full discretion over the conduct and any settlement of the recovery action.

If you make a claim with us for your loss and you've already started action or legal proceedings against any person or entity liable or, who would be liable to you for your loss, then we have the right and you have permitted us to take over and continue that action or legal proceeding.

Where your loss forms part of any class or representative action which hasn't been started under our instructions, we have the right and you permit us to exclude your loss from that class or representative action for the purpose of us including it in any separate legal proceedings which are or will be started under our instructions.

You must provide us with all reasonable assistance, co-operation and information in the recovery of your loss.

This assistance may include:

- providing a more detailed version of events, which may include completing a diagram or statement/affidavit;
- providing us with any documents required to prove your loss;
- providing copies of any photographs or footage of the incident available;
- lodging a police report or obtaining relevant documents, such as completing and lodging an application form to obtain records from the police, fire and rescue, councils and other entities (when we cannot lodge one);
- attending court or meetings with our legal/other experts (only if required);
- providing evidence and documentation relevant to your claim and executing such documents, including signed statements and affidavits which we reasonably request.

We will pay for the cost of filing the police report and relevant searches to locate the third party. We will cover the costs you incur when having to attend court up to **\$250** in total per claim.

You must not enter into any agreement, make any admissions or take any action or steps that have the effect of limiting or excluding your rights and our rights to recover your loss, including opting out of any class or representative action, unless we have given you our prior written agreement. If you do, we may not cover you under this policy for your loss.

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# 7 How we settle claims – some examples

These are examples only of how a claim payment might be calculated and are not part of your policy. You should read them only as a guide. Every claim is considered on an individual basis because every claim is different. Please note:

- all amounts are shown in Australian dollars and are GST inclusive;
- all examples assume that you are not registered for GST; and
- the excess amounts may be different to the excess(es) under your policy. Refer to your certificate.

## How we settle your claim – examples

### Example 1 – Total loss

Your 4 year old motorcycle is insured for an amount covered of \$13,000. The standard excess in this example is \$100. Your motorcycle and your helmet, jacket and gloves are damaged in a single vehicle accident. The cost of repairs to your motorcycle will be \$13,500 and the replacement value of your riding apparel is \$1,500. Based on what it would cost us to repair your motorcycle and its salvage value, it is uneconomical to repair your motorcycle and your motorcycle is a total loss. As your motorcycle is more than **2** years old, the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover does not apply to you.

What you are claiming		Additional information
Amount covered	\$13,000	When your motorcycle is damaged accidentally, it is a total loss when it is uneconomical or unsafe to repair.
Riding apparel cover	\$1,000	Although the replacement value of your riding apparel is \$1,500, the limit for this additional cover is \$1,000.
Towing and storage costs	\$300	We pay this amount directly to the tow company as we organised the tow and storage.
Get home expenses	\$200	We pay this amount to you as part of your settlement.
Less unexpired registration and CTP/MAI insurance	-\$150	You can collect a refund from your state or territory roads authority. If instead we decide to collect the refund from the relevant authority or insurer ourselves, this amount will not be deducted from your claim.
Less excess payable	-\$100	As your motorcycle has been damaged in a single vehicle accident the standard excess applies. We deduct this from the amount we pay to you unless you have already paid the excess to us for this claim.
If your insurance was paid through monthly instalments of \$60 per month and there are four remaining monthly payments in the period of insurance when your motorcycle is damaged:		
Less outstanding premium	-\$240	The 4 x \$60 monthly repayments become due when we decide your motorcycle is a total loss. We normally deduct this from the amount we pay to you.



What you are claiming		Additional information
<b>Total claim</b>	<b>\$14,010</b>	We would normally pay this directly to you.  If a credit provider has a financial interest in your motorcycle then we would pay your credit provider what they are owed first (up to the amount covered) and pay any balance to you.

All cover on your motorcycle stops, and your policy comes to an end and there is no refund of premium. The salvage becomes our property and we keep the proceeds of its sale. This does not affect the amount we pay you.

## Example 2 – New motorcycle after a total loss

Your motorcycle is insured for an amount covered of \$29,800. The standard excess in this example is \$100. Your motorcycle is completely damaged by fire and is a total loss. Your motorcycle is less than **2** years old and you qualify for the 'New motorcycle after a total loss for motorcycles less than **2** years old' additional cover (see page 29 for details). The cost to replace your motorcycle with a new one of the same make and model, including all on road costs, is \$31,300.

What you are claiming		Additional information
Cost to replace your motorcycle including on road costs	\$31,300	We pay \$31,300 because your motorcycle is less than <b>2</b> years and you qualify for the 'New motorcycle after a total loss for motorcycles less than <b>2</b> years old' additional cover (see page 29 for full details). We pay this amount directly to the motorcycle dealership.
Less excess payable	-\$100	As your motorcycle has been damaged by fire the standard excess applies. You pay your excess directly to us.
Towing costs	\$500	We arranged for your motorcycle to be towed to a nominated location as the motorcycle was not able to be ridden (see page 33 for details on towing costs). The towing company has invoiced us. We will pay the towing company.
<b>Total claim</b>	<b>\$31,700</b>	

Your policy will continue to its expiry date if we agree to insure you. The salvage becomes our property and we keep the proceeds of its sale.

### Example 3 – Partial loss

You have insured your motorcycle for an amount covered of \$12,000. The standard excess in this example is \$100. Whilst parked, your motorcycle is damaged by an unidentified person or driver. You report this to the police. We assess the repairs to your motorcycle will cost \$1,500.

What you are claiming		Additional information
Damage to motorcycle	\$1,500	Your motorcycle is repairable.
Less excess payable	-\$100	As your claim is a result of your parked motorcycle being damaged by an unidentified person or driver, the standard excess applies. You pay the excess directly to us.
<b>Total claim</b>	<b>\$1,400</b>	We normally pay this directly to the repairer.

### Example 4 – Legal liability

The standard excess in this example is \$100. You are involved in an accident causing damage to another motorcycle. We determine that you are at fault and liable to pay the cost of repairs for the damage caused to the other motorcycle. The cost of repairs to the other motorcycle is \$4,000.

What you are claiming		Additional information
Damage to the other motorcycle	\$4,000	We normally pay the cost of repairs directly to the third party claimant or their insurer.
Less excess payable	-\$100	As you are at fault the standard excess applies. You pay this amount directly to us.
<b>Total claim</b>	<b>\$3,900</b>	

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# 8

## Important things to know – our contract with you

In this section, we set out more important information about your contract with us including:

- information about your premium;
- paying your premium and what happens when your premium is late;
- how your policy operates and responds where there are joint policyholders;
- how the GST affects this insurance;
- what happens with cancellations.

## About your premium

The amount you pay for this insurance is called the premium. Your premium includes any applicable GST, stamp duty, other government charges and any levies that apply. The premium will be shown on your certificate as the total amount payable or as an instalment amount.

The amount of the premium reflects our assessment of the likelihood of you making a claim and our costs of doing business. We use many factors about you and your motorcycle to calculate the premium.



Refer to the Motorcycle Insurance Additional Information Guide for more information.

## Paying your premium

You must pay the premium by the due date to get this insurance cover. We will tell you how much to pay and when payment is due on your certificate.

If we agree you can pay the premium by monthly instalments, or by half-yearly or quarterly payments.

If you ask to pay the premium by automatically debiting your account or card, we will automatically continue doing so on renewal so that your policy can renew. You can contact us to stop this.

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

## Late annual, half-yearly or quarterly payments

If you do not pay the premium due on renewal by the due date, you have no cover from the due date, unless we tell you otherwise.

If your half yearly or quarterly payment is overdue during the period of insurance, we can cancel your policy by giving you advance notice of the cancellation.

## Late monthly instalments

If you pay your premium by monthly instalments and a monthly instalment is overdue we will let you know, and we can cancel your policy:

- by giving you at least **14** days advance notice; or
- without advance notice, once an instalment is **1** month (or more) overdue.

## Joint policyholders

When you insure your motorcycle in the names of more than one person, and all of those people are named insured on your certificate, each of them is a joint policyholder and is able to request changes and otherwise deal with the policy. The reasons for this is that these joint policyholders each have an interest or ownership in the motorcycle.

We will treat a statement, act, omission, claim, request or direction (including a request to change or cancel your policy) made by one policyholder (either before you purchase this policy and during the period of insurance), as a statement, act, omission, request or direction by all policyholders. A policyholder means a named insured on your certificate.

There are, however, some exceptions to this.

During the period of insurance, we might ask all joint policyholders before we action a request or direction in relation to your policy (e.g. before we cancel your policy, reduce your cover or remove another policyholder). This way we can help protect the interests of all policyholders.

## Conduct of others

When we consider a claim under this policy, we will have regard to any prejudice suffered by you or any other person entitled to benefit under this policy in relation to that claim, caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy. In doing this, we may meet the claim when we are not legally required to do so. If we do, we will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if we are relying on the below exclusion to reduce or refuse a claim under your policy:

- Alcohol, drugs, medication (see page 18).

## 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.

In respect of your policy, where you are registered for GST purposes you should calculate the insured amount having regard to your entitlement to input tax credits. You should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

## What happens with cancellations?

### Cancellation by you

You can cancel this policy at any time. For each motorcycle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that motorcycle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). 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 due and payable.

### Cancellation by us

We can cancel your policy where the law allows us to do so. For each motorcycle cover cancelled, you will be refunded the unexpired portion of the premium attributable to that motorcycle cover (including GST if applicable), less any non-refundable government charges. We will not give a refund if the refund is less than **\$5** (GST inclusive). If we cancel your policy due to fraud, we will not refund any money to you.

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# 9

## What to do if you have a complaint and other important information

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

This section includes information on:

- how to contact us with a complaint;
- the General Insurance Code of Practice;
- reporting insurance fraud.

## How to contact us with a complaint

### Let us know

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

Contact us:

**By phone:** 13 50 50

**By email:** [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

Complaints can usually be resolved on the spot or within **5** business days.

### Review by our Customer Relations Team

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

**By phone:** 1300 240 531

**By email:** [idr@apia.com.au](mailto:idr@apia.com.au)

**In writing:** Apia Customer Relations Team, PO Box 14180,  
Melbourne City Mail Centre, VIC, 8001

Customer Relations will contact you if they require additional information or if they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

### 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 Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Any determination AFCA makes is binding on us, provided you also accept the determination. You do not have to accept their determination and you have the option of seeking remedies elsewhere.

AFCA has the authority to hear certain complaints. Contact AFCA to confirm if they can assist you.

You can contact AFCA:

**By phone:** 1800 931 678

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

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

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



## 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](http://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.

We are a signatory to and support the code.

## Report insurance fraud

Insurance fraud is not a victimless crime. It imposes additional costs on honest policyholders 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 or 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.

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# 10 Words with special meanings

Some words in this policy have a special meaning. It's important to read this section because it can impact how your policy is interpreted.

## Words with special meanings



If a word does not have a special meaning then it just has its ordinary meaning.

### **AAI Limited**

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

### **Accessories**

see page 16.

### **Aftermarket part**

means a vehicle part that is not sourced from the vehicle's manufacturer.

### **Amount covered**

when used in relation to your motorcycle, it means the maximum amount we will pay for loss or damage to your motorcycle in any one incident unless we say otherwise in your policy. It includes the value of any accessories and modifications that are fitted to your motorcycle, registration and compulsory third party/motor accident injuries insurance. Deductions may apply, see page 45 for amounts that are deducted on a total loss settlement. The amount covered is shown on your certificate or otherwise in this policy and includes GST.

### **Apia**

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

### **Assessed quote**

means an experienced motor vehicle assessor we appoint assesses the quote from our preferred repairer, or if our preferred repairer cannot complete the repairs, the quote we have asked you to obtain from your own repairer, to make sure it meets industry standards including appropriateness of materials, repair method, labour and material costs, material costs, safety and overall cost effectiveness of the repairs. The quote may be adjusted or reduced on the recommendation of the assessor. This assessed quote to repair or replace the damaged parts of your motorcycle may be less than what it would cost you to arrange the repairs with your own repairer, or equal to or less than the amount of repairs quoted by your repairer or that you have paid. We are able to secure supplier discounts from our preferred repairers.

### **Certificate**

means the latest certificate, including the insurance account, 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 12.

### **Family**

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

- your spouse, partner or de facto;
- your parents (including legal guardians), parents-in-law, grandparents;

- your 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 and that is not excluded by your policy. A series of incidents attributable to one source of originating cause is deemed to be the one incident.

### **Limit**

the most you can claim for any one incident. It includes or excludes GST depending on your Input Tax Credit entitlement (refer to section 'How the Goods and Services Tax (GST) affects this insurance' for further detail).

### **Listed rider**

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

### **Loss and/or damage**

Loss means means physical loss and damage means physical damage, unless stated otherwise in your policy.

### **Market value**

the amount that the market would pay for the motorcycle (or hire car). The market value of the motorcycle (or hire car) includes many factors such as age, make, model, kilometres travelled and general condition of the motorcycle (or hire car). We may use recognised industry publications to assist us in calculating the amount. Market value excludes costs of registration, compulsory third party/motor accident injuries insurance, stamp duty and transfer fees, dealer warranty costs and dealer delivery.

### **Modifications**

see page 16.

### **Motorcycle**

see page 16.

### **Motorcycle Insurance Additional Information Guide**

see page 3.

### **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 latest certificate.

### **Private use**

means your motorcycle is not used in connection with earning any income. Travel to and from your place of work is private use.

**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 (see 'Riding apparel cover' on page 34).

**Total loss**

see page 44.

**Unattended**

means you are not capable of keeping your motorcycle under observation or observe an attempt to interfere with it.

**We, our, us and Apia**

means Apia on behalf of the insurer AAI Limited.

**You, your**

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

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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: **13 50 50**

Via email: [customerservice@apia.com.au](mailto:customerservice@apia.com.au)

On the web: [apia.com.au](http://apia.com.au)

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

**13 50 50**  
[apia.com.au](http://apia.com.au)



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