



# Harley-Davidson™ Insurance Product Disclosure Statement



**HARLEY-DAVIDSON**  
**INSURANCE SERVICES**

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

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

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

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

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

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

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

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

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

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

## About Harley-Davidson™ Insurance

Harley-Davidson™ Insurance is a product issued by QBE. QBE is the insurer and neither Harley-Davidson™ Australia Pty Ltd ABN 83 098 483 259, Harley-Davidson™, Inc., nor any of their respective subsidiaries or affiliates underwrite, administer or have any other liability in respect of the insurance.

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

Harley-Davidson™ Financial Services International, Inc. (HDFS I) has authorised QBE to use the Harley brands in relation to this insurance for which QBE pays HDFS I a royalty fee. HDFS I is not authorised to act on behalf of QBE in any capacity.

## About QBE

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

## QBE in the community

### Premiums4Good™

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

## Who this product is designed for

This product is designed for owners of a registered motorcycle:

- ✓ who require cover for:
  - accidental loss of or damage to their bike; and
  - damage caused to another person's car or property due to the use of their own bike, if they are found to be legally liable for the damage
- ✓ that meets the registration requirements in their State or Territory.

## Who it is not designed for

This product is not designed to provide cover for:

- ✗ any of the following vehicle types:
  - all terrain vehicles;
  - utility task vehicles; or
  - side-by-side motorcycles
- ✗ uses like:
  - to deliver food;
  - as a courier;
  - as a riding instructor;
  - to carry pillion riders for hire, fare or reward;
  - on a race track or speedway;
  - for racing, a time trial or in a rally; or
  - to let out for hire
- ✗ customers who require:
  - Compulsory Third Party Insurance (CTP), for bodily injury cover as a result of a motorcycle accident only. This cover is only available under a CTP policy.



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

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

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

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# About your policy

## Our agreement

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

## Your policy documents

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



this Product  
Disclosure  
Statement (PDS)



any applicable  
Supplementary Product  
Disclosure Statement  
(SPDS)



*your* Policy  
Schedule

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

## Receiving your policy documents

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

## About this PDS

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

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

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

## When there is more than one insured

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

## Who is covered

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

## Premium

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

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

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

The factors *we* use to set *your* premium include:

### Factors

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Information about *your bike*

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Information about riders listed on *your policy*

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Claims made on *your policy*, and claims *you've* told us that riders listed on *your policy* have made on other policies. *Your* premium may be higher if there has been one or more of these claims

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The higher the *agreed value* for *your bike*, the higher *your* premium will be

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The higher the standard excess *you* have selected, the lower *your* premium will be

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If *you* pay *your* premium annually in full, *your* premium will be approximately 8% lower than if *you* pay in instalments

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## Your premium at renewal

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

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

## Discounts

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

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

Discount type	Description
Motorcycle club membership	<p>A 10% discount applies to <i>your</i> premium if <i>you</i> advise <i>us</i> that <i>you're</i> a member of a motorcycle club approved by QBE.</p> <p>The 10% is applied to <i>your</i> premium:</p> <ul style="list-style-type: none"> <li>• before it is reduced by commission that a dealer may have waived (if any); and</li> <li>• before GST and other applicable government fees, duties and charges.</li> </ul>

## Cooling off period

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

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

## Tell us when things change

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

- there is a change to the registration status of *your bike*
- the ownership of *your bike* changes
- *your bike* is replaced or sold
- a *modification* is made to *your bike*
- a *non-standard accessory* is added
- the address where *your bike* is usually kept changes
- where you usually park *your bike* changes (for example 'driveway', 'locked garage')
- there is a change to how *your bike* is used (for example if you start using *your bike* for business purposes)
- your contact details like email, phone number or mailing address change.

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

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

## Changes to your circumstances

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

- if *we* do not agree to the change, then *we* will cancel *your policy* and refund the unused portion of the premium.
- if *we* agree to the change, *we* will issue a new *Policy Schedule* and ask *you* for any additional premium, inform *you* of any change in terms, and any additional applicable excess(es). If an additional premium is required, the change will only be effective when:

- if *you're* paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium; or
- *you* have paid the additional premium by the due date *we* give to *you*.

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

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

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

Contact **1800 243 464** to discuss potential changes in circumstances when *you* know the details of the timing and nature of the changes before they happen, to find out in advance whether *we* will be able to continue to insure *you*.

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

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



# What are you covered for?

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

*Your policy covers:*




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

## Where you are insured — Australia only




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




## Standard Features

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


Standard Feature	✓ We will	✗ But not
 <p><b>Motorcycle apparel</b></p> <div> <p>See <b>How we settle claims for motorcycle apparel</b></p> </div>	<p>pay up to \$2,000 per item and up to \$4,000 in total per <i>incident</i> for <i>motorcycle apparel</i> damaged as a result of an <i>incident</i>, excluding theft</p>	<p>any audio or video equipment attached to or built into <i>motorcycle apparel</i>;</p> <p>if the damaged <i>motorcycle apparel</i> is more than 10 years old;</p> <p>more than \$10,000 in any one period of insurance</p>
 <p><b>Personal Items</b></p>	<p>pay up to \$500 in total for personal items (excluding <i>motorcycle apparel</i>) which are lost or damaged as a result of the <i>incident</i>.</p> <p>Personal items are items normally worn or carried such as clothes, eyewear and any disability or medical devices.</p> <p>We are entitled to any salvage value of any item if we settle <i>your claim</i> for personal items.</p>	<p>if they are stolen from <i>your bike</i> when the bike itself isn't stolen;</p> <p>if the items are:</p> <ul style="list-style-type: none"> <li>• cash, cheques, credit cards or negotiable documents;</li> <li>• mobile phones, computers or any other electronic devices; or</li> <li>• tools of trade</li> </ul>
 <p><b>Travel expenses</b></p>	<p>reimburse up to \$100 in total to help the rider of <i>your bike</i> and any pillion riders get to their destination</p>	<p>if <i>your bike</i> is safe to ride</p>

## What are you covered for?



Standard Feature	✓ We will	✗ But not
 <p><b>Emergency accommodation and transport costs</b></p>	<p>reimburse up to \$2,000 in total for the reasonable cost of essential accommodation and transport to get the rider of <i>your bike</i> and any pillion riders home</p>	<p>if the <i>incident</i> occurs less than 100km from home;</p> <p>if <i>your bike</i> is safe to ride;</p> <p>any other costs such as food or laundry</p>
 <p><b>Removal and storage costs</b></p>	<p>pay the reasonable cost of removing <i>your bike</i> to the nearest repairer or safe location;</p> <p>pay reasonable storage costs at the agreed location</p>	<p>if <i>your bike</i> is safe to ride</p>
 <p><b>Hire vehicle after a not-at-fault bike accident</b></p> <div> <p><i>'not-at-fault'</i> has a special meaning. See <b>Definitions</b>.</p> </div>	<p>pay the reasonable daily cost of a <i>suitable hire vehicle</i> if <i>your bike</i> is damaged in a <i>not-at-fault</i> bike accident.</p> <p>It will be provided:</p> <ul style="list-style-type: none"> <li>• until repairs authorised by <i>us</i> are completed; or</li> <li>• until <i>we</i> pay the reasonable costs to repair <i>your bike</i>; or</li> <li>• until <i>we</i> pay <i>your</i> claim after <i>your bike</i> has been assessed as a <i>total loss</i></li> </ul>	<p>when <i>your bike</i> is not at the authorised repairer and it's safe to ride;</p> <p>if <i>you</i> arrange a hire vehicle without <i>our</i> authorisation;</p> <p>for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction;</p> <p>after <i>we</i> receive information confirming that the rider of <i>your bike</i> caused or contributed to the accident</p>

Standard Feature	✓ We will	✗ But not
 <p><b>Hire vehicle after theft</b></p>	<p>pay the reasonable daily cost of a <i>suitable hire vehicle</i>, if <i>your bike</i> is stolen.</p> <p>It will be provided for up to 14 days:</p> <ul style="list-style-type: none"> <li>• until <i>your bike</i> is found and doesn't need repairs; or</li> <li>• until repairs authorised by <i>us</i> are completed; or</li> <li>• until we pay the reasonable costs to repair <i>your bike</i>; or</li> <li>• until we pay <i>your</i> claim after <i>your bike</i> has been assessed as a <i>total loss</i></li> </ul>	<p>when <i>your bike</i> is not at the authorised repairer and it's safe to ride;</p> <p>if <i>you</i> arrange a hire vehicle without <i>our</i> authorisation;</p> <p>for any other costs related to the hire vehicle such as fuel, upgrade, road tolls, traffic fines, accidents or other losses, or insurance excess reduction</p>
 <p><b>Delivery costs</b></p>	<p>arrange and pay up to \$500 for the reasonable cost of delivering <i>your bike</i> to the address where it's usually kept, if it's more than 100km from the authorised repairer</p>	
 <p><b>Essential temporary repairs</b></p>	<p>reimburse up to \$500 for essential temporary repairs needed to get <i>your bike</i> back on the road</p>	

What are you covered for?

Standard Feature	✓ We will	✗ But not
<div> <b>Trailer cover</b></div>	<p>pay towards the cost of repairing or replacing <i>your</i> single axle <i>trailer</i> if it's stolen or damaged, when attached to <i>your bike</i>.</p> <p>The most we will pay is \$1,000 unless the trailer is specified on <i>your Policy Schedule</i> for a higher amount, in which case <i>we'll</i> pay up to the value specified.</p>	<p>for anything stolen from or damaged on top of or inside the <i>trailer</i></p>

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

Standard Feature	✓ We will	✗ But not
 <p><b>Theft of your bike keys</b></p>	<p>pay up to \$2,000 towards the cost of replacing or recoding <i>your bike</i> keys, locks or barrels if <i>your bike</i> keys are stolen and <i>you</i> report the theft to police.</p> <div> <p>An excess is payable for this Standard Feature.</p> </div>	<p>if <i>your bike</i> keys are stolen by someone <i>you</i> gave them to;</p> <p>if <i>your bike</i> keys are just misplaced or lost</p>
 <p><b>Change of bike</b></p> <div> <p>Tell <i>us</i> as soon as <i>you</i> replace <i>your bike</i>. We'll tell <i>you</i> if we can insure it and if there are any changes to <i>your policy</i>.</p> </div>	<p>automatically transfer <i>your policy's</i> cover to a replacement bike for up to 14 days from when <i>you</i> sell or dispose of <i>your bike</i>.</p> <p>We'll cover the replacement bike up to its purchase price or the <i>agreed value</i> shown on <i>your Policy Schedule</i> for <i>your bike</i>, whichever is lower.</p>	

## Legal liability

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

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

### What you're covered for

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

This legal liability cover also extends to:

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

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

### What you're not covered for

This policy does not cover *your* legal liability if:

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

## The most we'll pay

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



# General Exclusions

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

## Rider

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

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

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

## Intentional, reckless or fraudulent acts

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

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

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

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

## Use of your bike

There is no cover if *your bike* was being used:

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

In these circumstances, cover is limited to loss of or damage to *your bike* only. There is no cover for legal liability when *your bike* is used in any *rider training course*.

Visit **qbe.com/au/motorcycle-insurance** for a list of QBE-approved motorcycle *rider training courses*.

### Reasonable actions and precautions

There is no cover if:

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

### Condition of your bike

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

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

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

## Other loss or damage

There is no cover for:

- incidents occurring outside Australia;
- tyre damage unless it's caused in an *incident* for which we've agreed to pay a claim;
- mechanical, structural, electronic or electrical failure, unless it's caused in an *incident* for which we've agreed to pay a claim;
- loss or damage as a result of faulty workmanship during repairs, enhancements or *modifications* to *your bike*, by *yourself* or another person;
- deterioration or wear and tear;
- depreciation;
- mould, rust or any type of corrosion;
- financial or non-financial consequential loss related to *your* claim, such as:
  - lost profits or income because *you* can't use *your bike*;
  - loss due to delay in repairs because a part isn't readily available;
  - any diminished value of *your bike* after it's been properly repaired; or
- anything set out in the '**But not...**' column in **Standard Features**.

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

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

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

## **Sanctions limitation and exclusion clause**

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

## **Laws impacting cover**

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

# Claims

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

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

We handle many motorcycle insurance claims every day. We know that some of *our* customers face difficult circumstances when making a claim on their motorcycle insurance policy. In some cases, *your* circumstances might prevent *you* from strictly complying with policy terms and conditions. For example, if *you* are badly injured in an *incident* that also results in a claim under this policy, then *you* may not be able to provide the assistance we normally need to process *your* claim.

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

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

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

## What to do after an incident

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

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

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

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

### What you must not do after an incident

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

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

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

### Cooperating with us

*You* must provide reasonable assistance to *us*, including:

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

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

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

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

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

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

If *your* claim is for a replacement bike covered under the Standard Feature **Change of bike**, we'll follow the same process as explained above, except that where the replacement bike is a *total loss*, we'll pay its purchase price or the *agreed value* shown on *your Policy Schedule* for *your bike*, whichever is lower.

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

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

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

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

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

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

- that part; or
- the closest equivalent part.

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

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

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

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

- while *your bike* is still insured with *us*, we'll process *your* claim as set out in **Paying the agreed value**; or
- after *your bike* is no longer insured with *us*, we'll pay its *market value*, calculated at the time *your bike* is assessed as a *total loss*, less the value of any *non-standard accessories* and/or *after-market modifications* that were not specified on *your Policy Schedule* when *your bike* was insured with *us*.

### Paying the reasonable cost of repairs

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

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

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

## Determining if your bike is a total loss

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

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

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

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

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

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

- Emergency accommodation and transport costs;
- Travel expenses.

### > Paying the agreed value

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

We'll deduct the following from *our* payment:

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

## Claims

### > Paying the agreed value (continued...)

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

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

## Replacing your bike with a new one

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

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

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

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

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

Before *we* replace *your bike*, *you* must pay *us*:

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

## How we settle claims for motorcycle apparel

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

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

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

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

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

### How depreciation is applied

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

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

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

## Claim payments and GST

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

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

## Excesses

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

### Standard excess

The standard excess applies to all claims unless:

- *your* claim is for a *not-at-fault* vehicle accident; or
- the *incident* *you* are claiming for is malicious damage, theft or attempted theft and *you* can provide *us* with the full name and address of the person responsible for the *incident*.

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

If *you* are unable to provide *us* with the full name and address of the person responsible for the *incident*, *we* are unable to waive the excess. *We* need these details in order to be able to conduct a settlement or recovery.

### Age excess

An age excess applies when the rider of *your bike* is under the age of 25 at the time of the *incident* and they cause or contribute to that *incident*. It applies in addition to the standard excess and any other applicable excess for the claim.

### Imposed excess

An imposed excess may apply to *your policy* where *we* would otherwise not have accepted the risk in accordance with *our* underwriting rules and processes. It applies in addition to the standard excess and any other applicable excess for the claim.

<b>Named rider excess</b>	A named rider excess may apply to <i>your policy</i> as a result of the rider's details, including their insurance history. It applies in addition to the standard excess and any other applicable excess for the claim when that rider causes or contributes to the <i>incident</i> .
<b>Inexperienced rider excess</b>	An inexperienced rider excess applies when the rider of <i>your bike</i> has not held an Australian motorcycle licence for three or more years at the time of the <i>incident</i> and they cause or contribute to that <i>incident</i> . It applies in addition to the standard excess and any other applicable excess for the claim.
<b>Theft excess</b>	<p>A theft excess may apply to <i>your policy</i> due to:</p> <ul style="list-style-type: none"> <li>• the value of <i>your bike</i>; and/or</li> <li>• where <i>you</i> keep <i>your bike</i>.</li> </ul> <p>It applies in addition to the standard excess and any other applicable excess for the claim, in the event that <i>your bike</i> is stolen.</p>
<b>Undeclared rider excess</b>	An undeclared rider excess applies when the rider of <i>your bike</i> at the time of the <i>incident</i> is not a listed rider on <i>your Policy Schedule</i> . It applies in addition to the standard excess and any other applicable excess for the claim.

## How we collect the excess

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

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

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

Continued next page...

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

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

#### For legal liability claims

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

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

## Claims administration, going to court and recovery action

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

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

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

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

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

## Contribution and other insurance

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

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

## Preventing our right of recovery

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

## Other interests

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



# Paying, renewing and cancelling

## Paying your premium

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

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

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

## Paying by direct debit

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

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

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

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

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

## Important – what happens if your direct debit fails

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

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

## Renewing your policy

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

## If you pay your premium by direct debit

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

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

## Cancelling your policy

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

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

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



# Definitions

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

Term	Definition
<b>MVIRI Code-approved assessor</b>	<p>An assessor that complies with the voluntary national Motor Vehicle Insurance and Repair Industry Code as agreed by the Smash Repair and Insurance Industry Implementation Taskforce on 23 May 2006 and any changes as agreed from time to time by the Code Administration Committee.</p> <p>To assess whether <i>your bike</i> is a <i>total loss</i>, we will only appoint a MVIRI Code-approved assessor.</p>
<b>Non-standard accessory</b>	<p>Any fitted item owned by <i>you</i> which is not a standard accessory fitted to the model of <i>your bike</i>, including but not limited to:</p> <ul style="list-style-type: none"> <li>• computer, Global Positioning System, audio-system;</li> <li>• gear sack, panniers, saddlebags;</li> <li>• chrome accessories, replacement parts.</li> </ul> <p><b>Note:</b> We do not cover any <i>non-standard accessory</i> that is not shown on your <i>Policy Schedule</i>.</p>
<b>Not-at-fault</b>	<p>When the rider of <i>your bike</i> did not cause or contribute to the <i>incident</i> claimed and <i>you</i> are able to provide <i>us</i> with the full name and address of each responsible person, or if they were using a vehicle, each vehicle's registration number.</p>
<b>Period of insurance</b>	<p>The time between the start date and end date shown on <i>your Policy Schedule</i> during which we have agreed to provide cover. If <i>your policy</i> is cancelled, or <i>your bike</i> is a <i>total loss</i> and we make a <i>total loss</i> payment or replace <i>your bike</i> under <i>your policy</i>, the <i>period of insurance</i> ends.</p>
<b>Policy</b>	<p><i>Your</i> Harley-Davidson™ Insurance policy, once <i>you</i> have paid or agreed to pay <i>us</i> your premium. It is made up of this PDS, any SPDS we send <i>you</i> and <i>your Policy Schedule</i>.</p>
<b>Policy Schedule</b>	<p>The most recent <i>Policy Schedule</i> we have sent <i>you</i>. It shows the information that forms the basis on which we've agreed to insure <i>you</i>, including information about <i>you</i>, <i>your bike</i> and its riders. <i>You'll</i> receive a new <i>Policy Schedule</i> when <i>you</i> buy, renew or make a relevant change to <i>your policy</i>.</p>

## Definitions

Term	Definition
<b>Private use</b>	If shown on <i>your Policy Schedule</i> , it means <i>your bike</i> is used for personal purposes, including riding to and from work. <i>Private use</i> does not include <i>business use</i> .
<b>Rider training course</b>	A course conducted under the direct supervision of trained motorcycle riding instructors that are approved by us. The list of approved courses can be found at <a href="https://qbe.com.au/personal/motorcycle/insurance">qbe.com.au/personal/motorcycle/insurance</a>
<b>Suitable hire vehicle</b>	A hire vehicle that takes into account: <ul style="list-style-type: none"><li>• the type and size of the damaged bike;</li><li>• the ordinary daily usage of the damaged bike.</li></ul>
<b>Terrorism</b>	Any act, or preparation in respect of action, or threat of action designed to influence any government of any nation or any political division of it, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government, and which: <ul style="list-style-type: none"><li>• involves violence against one or more persons; or</li><li>• involves damage to property; or</li><li>• endangers life other than that of the person committing the action; or</li><li>• creates a risk to health or safety of the public or a section of the public; or</li><li>• is designed to interfere with or to disrupt an electronic system.</li></ul>
<b>Total loss</b>	See <b>Determining if your bike is a total loss</b> for what this means.
<b>Trailer</b>	A trailer owned by <i>you</i> or in the control of a rider of <i>your bike</i> .
<b>Unlocked</b>	Where <i>you</i> have failed to engage the steering lock or left <i>your</i> keys in the ignition of <i>your bike</i> , or when <i>you</i> have not engaged the fork lock or secured a disc lock or padlock and chain if <i>your bike</i> does not have a keyed ignition.

Term	Definition
<b>We, our, us, QBE</b>	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545, BECS authority no. 481326.
<b>You, your, insured</b>	The persons or entities named as <i>Insured(s)</i> on <i>your Policy Schedule</i> , except in the sections of <i>your policy</i> where <i>we</i> say otherwise.
<b>Your bike</b>	The motorcycle shown on <i>your Policy Schedule</i> . It includes: <ul style="list-style-type: none"><li>• standard fitted options and accessories; and</li><li>• any <i>modifications</i> and/or <i>non-standard accessories</i> shown on <i>your Policy Schedule</i>.</li></ul>



# Privacy, complaints and other important information

## Privacy

We take the security of *your* personal information seriously.

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

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by *us*, please visit **qbe.com/au/privacy** or call us on **133 723**. It's up to *you* to decide whether to give *us* *your* personal information, but without it we might not be able to do business with *you*, including not paying *your* claim.

## Complaints

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

### Step 1 – Talk to us

*Your* first step is to get in touch with the team looking after *your* policy or claim. *You'll* find their contact details on *your* policy documents, letters or emails from *us*. Please provide *our* team with as much information as possible so they can try to fix the problem quickly and fairly.

If *you* have an existing complaint and need access to an interpreter, please contact *your* Dispute Resolution Officer directly.

## Step 2 – Customer Care

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

**Phone:** 1300 650 503  
**Fax:** (02) 8227 8594  
**Email:** [complaints@qbe.com](mailto:complaints@qbe.com)  
**Post:** GPO Box 219, Parramatta NSW 2124

## Step 3 – Internal Dispute Resolution

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

## Step 4 – Still not resolved?

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

**Phone:** 1800 931 678  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**Post:** GPO Box 3, Melbourne VIC 3001

AFCA will inform *you* if *your* complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit **[afca.org.au](http://afca.org.au)**

## More information

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

## Complaints about your direct debits

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

## Complaints just about privacy

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

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

## General Insurance Code of Practice

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

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

## Financial Claims Scheme

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



# Claim payment examples

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

## Example 1: Total loss claim

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

### Insurance details

<b>Sum insured</b>	Agreed value \$25,000
<b>Standard excess</b>	\$500
<b>Finance</b>	Yes
<b>Premium payment arrangement</b>	Paid by monthly instalments

## How we settled the claim

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

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

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

### Insurance details

Sum insured	Agreed value \$13,000
Standard excess	\$500
Finance	Nil
Premium payment arrangement	Paid annually

### How we settle the claim

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

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# Need help or need to make a claim?



**1800 243 464**



**motorcycle.enquiries@qbe.com**



**qbe.com/au**



**PO Box 453, Parramatta NSW 2124**



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