

Live *free* Ride *free*

motorcycle insurance



Product Disclosure
Statement and Policy
Wording



Lumley 
Insurance

The insurer of this product is:

Lumley Insurance a trading name of
Wesfarmers General Insurance Limited
ABN 24 000 036 279
AFSL No. 241461
Email: general@lumley.com.au
Website: www.lumley.com.au

Queensland
Level 2, 99 Melbourne Street,
South Brisbane QLD 4101
Phone: (07) 3307 4800
Fax: (07) 3307 4899

Level 5, Northtown Tower
Flinders Mall, Townsville QLD 4810



The binder licensee is:

New England Insurance Brokers Pty Ltd

ABN 82 071 530 839
AFSL 244247
Email: admin@neib.com.au
Website: www.neib.com.au
PO Box 358
Stanthorpe QLD 4380
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WHO IS THE INSURER

Wesfarmers General Insurance Limited (ABN 24 000 036 279, AFSL 241461) trading as Lumley Insurance is the insurer of this insurance. In this booklet the insurer is called “we”, “us” and/or “Lumley Insurance”:

WHO IS NEW ENGLAND INSURANCE BROKERS PTY LTD (NEIB)

New England Insurance Brokers Pty Ltd (ABN 82 071 530 839, AFSL 244247) holds an Australian Financial Services Licence that authorizes it to advise, deal in and issue general insurance products. NEIB acts on behalf of Lumley Insurance in arranging and entering into this Policy and not on your behalf.

NEIB has been given a “binding authority” by Lumley Insurance which means that it can enter into the Policy on Lumley Insurance’s behalf within the terms of the authority provided by Lumley Insurance to it.

About our Product Disclosure Statement and Policy Wording

This document (which is our Product Disclosure Statement (PDS) and Policy Wording) contains important information to help you understand Lumley Insurance’s Private Motorcycle Insurance. Before you decide whether to purchase this insurance, you need to read this document carefully to understand its features and benefits.

Other documents may form part of our PDS. Any such documents will include a statement identifying them as part of this PDS and will be provided to you at the same time as you receive this PDS.

What you need to read

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information Section - it contains the summary of the cover and other significant matters, the cost of the Policy and information on important matters you need to be aware of before applying for this insurance, such as your duty of disclosure.
- the Agreement Section and Sections One, Two, Three and Four - these set out more details of the cover we can provide under this insurance;
- the Definitions Section - it sets out what we mean by certain defined terms in this insurance;
- Section Five - the General Exclusions section — it sets out what we do not cover;
- Section Six - the General Conditions Section and Section Seven - the Claims Section — these contain details of your and our rights and obligations under this insurance, including if you need to claim and what excesses may be payable. If you do not meet your obligations, we may be able to cancel the insurance and/or reduce our liability in respect of a claim to the extent permitted by law; and
- any other documents we provide to you about the insurance which may change the standard cover.

Applying for cover

When you apply for this insurance, you will need to complete an application form. We will use and rely on the information supplied by you to decide the terms of cover we will provide. We provide cover to you on the terms contained in this document and the Schedule that we issue to you.

The Schedule will contain important information relevant to your insurance including the Period of Insurance, your Premium, details of your Motorcycle, the Excess/Excesses that will apply to you and others and whether any standard terms have been varied by way of endorsement.

All of these make up your “Policy” with us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items you insure.

Before expiry we will send you a renewal notice which tells you whether we will renew and on what terms. The renewal notice will tell you what is required.

Services Provided by Lumley Insurance and General Advice Warning

Lumley Insurance is an Australian Financial Services Licensee and is authorized under its licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

Lumley Insurance’s employees are paid an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they tell you otherwise.

Summary of cover and other significant matters

By way of summary, you can choose the following:

- Comprehensive cover - this provides you with the cover under Section One - Own Loss or Damage Cover and Section Two -Third Party Liability Cover.

Section One covers theft of, or accidental destruction of or damage to your Motorcycle occurring within Australia during the Period of Insurance up to the amount we have agreed upon. When your Motorcycle is left at Home between the hours of 10.00pm to 6.00am it must be located in your locked Garage for theft attempted theft and malicious damage covers to apply.

Section Two covers you and certain other person's legal liability for loss or damage to someone else's property as a result of an accident caused by or arising out of the use of your Motorcycle within Australia during the Period of Insurance up to the limit of liability.

A legal liability cover is also provided for death or bodily injury caused to certain other persons in limited circumstances.

- Various optional covers are available depending on the cover provided (see Section Four - Optional Cover for details).
- **Fire, Theft and Third Party Liability Cover** as specified in Section Three. This cover limits the loss or damage cover to your Motorcycle to that caused by fire or theft occurring during the Period of Insurance. It also includes the legal liability cover under Section Two.
- Third Party Liability Cover - this only provides the legal liability cover under Section Two.

You can choose to cover your Motorcycle for:

- An agreed value. If your Motorcycle is a Total Loss we will pay you this agreed amount unless we have chosen to repair or replace your Motorcycle. We never pay more than this amount in total for any loss or damage; or

- The market value of your Motorcycle. This is our assessment of the value of your Motorcycle immediately prior to the covered loss or damage. If your Motorcycle is a Total Loss we will pay you the market value unless we have chosen to repair or replace your Motorcycle. We never pay more than this amount in total for any loss or damage.

You need to make sure that you are happy with the extent of cover provided by this insurance. If not, you may not get the cover you require.

We only provide cover up to the amount(s) and limits specified in your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

Refer to each cover Section for details of the basis on which we settle any valid claim.

An Excess may apply when you make a claim. An Excess is the part of a claim you must bear and is payable for each occurrence covered by the insurance. An occurrence is one or a series of events arising out of one cause. When an Excess applies we will reduce the amount we pay by the amount of the Excess or we will ask you to pay it.

The type and amount of Excess is shown in your Policy (usually in this document and the Schedule). The Excess can depend on a number of factors associated with the risk including the value of the Motorcycle, the rider or the garaging location of the Motorcycle.

In some cases, we will waive the requirement for you to pay an Excess. This applies if you have an accident which damages or destroys the Motorcycle and we agree that the accident was the fault of another party. To qualify for this you will need to give us the name, address and the vehicle details of the owner and driver or party responsible.

We will also waive the Theft or Attempted Theft Excess if your Motorcycle was at the time of theft or attempted theft fitted with a self activating immobilizing system. We will also waive this additional Excess if the Motorcycle was fitted with DataDot or DataTag providing both these anti-theft installations are active and working and currently registered with DataDot Technologies (Australia) Pty Ltd or any anti-theft installations registered as in use with the relevant person and approved by us or if the Motorcycle is stolen from premises with a back to base alarm system that monitored the theft or attempted theft.

If you do not adequately insure yourself, you may have to bear the uninsured proportion of any loss or liability yourself. For example, if the insurance does not cover the full replacement cost of an insured item, in the event of a Total Loss, you would have to bear any shortfall.

We only cover your interest in the insured property unless we specifically include cover for the interest of a third party.

We may also refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if you do not comply with the terms and conditions of this insurance;
- if you do not comply with your Duty of Disclosure or make a misrepresentation; or
- if you make a fraudulent claim.

We also may cancel your Policy in certain circumstances permitted by law e.g. if you fail to comply with a condition or breach your duty of disclosure.

Cost of the insurance

The insurance provided is subject to your payment or agreement to pay the Premium we require by the agreed time. In order to calculate your Premium, we take various factors into consideration, including:

- the type of your Motorcycle;
- the value of your Motorcycle;
- the type of cover requested;
- your age;
- the Total Agreed Value; and
- your previous insurance and claims history (including your no claim bonus rating).

Your Premium also includes amounts that take into account our actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty, GST and any Fire Services Levy where applicable) in relation to your Policy. We will tell you when you apply what Premium is payable, when it needs to be paid and how it can be paid. The amount may vary according to where you live and your insurance history.

In calculating your Premium we may also consider any No Claim Bonus (NCB) Rating you have had with a previous insurer (provided you can supply proof of the NCB Rating that was held).

Your No Claim Bonus ('NCB') Rating

If you haven't held a NCB Rating before, we may be able to offer you a no claim bonus if you currently do not have one, if one or more of the following apply:

- you transfer from any type of third party liability insurance;
- you have been driving a company vehicle;

or

- if none of the above apply, we may be able to offer you an introductory no claim bonus depending upon your driving/riding record.

Otherwise, we will not supply a Rating in the first year you hold insurance with us. However if in each year thereafter you have no claims, we may apply an NCB Rating to your renewal Premium (up to a maximum 65%).

If in any policy year, you experience a claim we will reduce your NCB Rating by one year No Claim Discount per claim unless:

- You have a maximum NCB Rating protection (see Section Four - Policy options, for details);

or

- If the driver of your Vehicle at the time of the accident did not, in our opinion, contribute to the cause of the accident. However, you must give us the name and address and vehicle details of the owner and driver or party responsible.

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your Schedule.

Your Duty of Disclosure

Before you enter into your Policy with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

The Act imposes a different duty the first time you enter into your Policy with us, to that which applies when you renew, vary, extend or replace it.

Your Duty of Disclosure when you enter into your Policy with us for the first time

We will ask you various questions when you first apply for your Policy that are relevant to our decision whether to accept the risk of insurance and, if so, on what terms. When you answer those questions, you must:

- give us honest and complete answers;
- tell us everything you know, which is relevant to our decision to insure you, and
- tell us everything that a reasonable person in the circumstances could be expected to know, which is relevant to our decision whether to insure you.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your Policy

When you renew, extend, vary or reinstate your Policy with us, your duty is to disclose to us before the renewal, extension, variation or reinstatement, every matter that you know, or a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

What you do not need to tell us

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know; or
- as to which compliance with your duty is waived by us.

Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and everyone that is an insured under the contract of insurance.

What happens if you or they do not comply with the Duty of Disclosure?

If you, or they, fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim or cancel it. If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never affected.

Cooling off rights

Even after you make a decision to purchase this insurance, you still have cooling off rights. You can return your insurance by notifying us in writing within 21 days of cover commencing and we will refund the Premium paid less the broker fee including GST unless something has occurred for which a claim may be payable under the insurance. Even after this cooling off period ends you still have cancellation rights (see General Conditions).

Confirming Transactions

You may contact us in writing or by phone to confirm any transaction under your insurance if you or your adviser do not already have the required Policy confirmation details.

Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by all insurers. We are a signatory to the Code of Practice. The Code aims to raise the standards of practice and service in the insurance industry.

If you require further details please contact your nearest Lumley Insurance office or visit our website at www.lumley.com.au.

How to Make a Claim

Section Seven tells you what you need to do. Before we pay any claim, we require evidence as to the extent of loss or damage and ownership. Please ensure, that where possible, you keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will exclude GST. However, if there is a shortfall between the GST component of your claim and the amount of input tax credit you are entitled to, we will pay this shortfall in addition to the claim settlement.

Complaints - Internal and External Complaints Procedure

If you have a complaint, please write to us and explain what your complaint is and the reasons behind it.

We will then either resolve or attempt to resolve your complaint immediately or refer the matter to our Internal Dispute Resolution Committee (IDRC) if it is unresolved.

If you are not satisfied with the decision of the IDRC, you may be able to access the services of an independent external dispute resolution body called Financial Ombudsman Services (FOS).

FOS contact details are:
Financial Ombudsman Service

Phone: 1300 780 808

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au

Email: info@fos.org.au

If you require further information about our dispute resolution process, please contact us.

Privacy

We are bound by the National Privacy Principles of the Privacy Act 1988 (Cth) when we collect and handle your personal information.

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling. We also collect your personal information to conduct market or customer satisfaction research and to develop and identify products and services that may interest you. If necessary, we may collect your health and other sensitive information, but we will obtain your consent before doing so unless the collection is required or permitted by or under law.

We disclose personal information to reinsurers, insurance intermediaries, insurance reference bureaus, credit reference agencies, our and your advisers and those involved in the claims handling process, for the purposes of assisting us and them in providing relevant services and products, and for the purposes of litigation. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it. By providing your personal information to us or our agent, you consent to us making these disclosures.

Without this information, we may not be able to provide you with the services you require.

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

If you would like a copy of our Privacy Policy, would like to seek access to or correct your personal information, or opt out of receiving materials we send, please contact us.

Updating our Product Disclosure Statement

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Compensation Arrangements

The Corporations Act 2001 (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. We are exempt from this requirement because we are an insurer supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the Insurance Act 1973 (Cth).

Our contact details

If you or your adviser need to contact us, have any questions or would like any further information regarding this insurance, contact us using the contact details provided in this document or where relevant, our agent or local office.

COVER**DEFINITIONS**

In your Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

“we”“us”“our”“Lumley Insurance” means Wesfarmers General Insurance Limited ABN 24 000 036 279, AFSL 241461, trading as Lumley Insurance.

“you”“your” means the insured named in the Schedule.

“rider” means the rider operating your Motorcycle.

To assist you the following words have been printed in Titlecase wherever they appear in your Policy.

“Agreed Value” being the Sum Insured as determined by us at the commencement of and for the Period of Insurance for which we agree to insure your Motorcycle.

“Business” means your Motorcycle is insured whilst used by any person in connection with your business or occupation.

“Comprehensive” means Section One - Own Loss or Damage Cover and Section Two -Third Party Liability Cover will apply.

“Emergency Repairs” means minor repairs which are essential for you to be able to ride your Motorcycle safely from the accident or event causing the damage. The maximum we will pay is \$500.

“Excess” means the amount specified in the Schedule and elsewhere in your Policy which you must contribute towards any claim payment under your Policy. It is payable for each occurrence covered by your Policy. An occurrence is one or a series of events arising out of one cause.

“Fire, Theft and Third Party Liability” means Section Three - Fire, Theft and Third Party Liability Cover and Section Two - Third Party Liability Cover only will apply.

“Garage” means a fully enclosed building, entry to which is through doors which can be securely locked.

“General Average” means that if a ship's captain finds it necessary to sacrifice some of the cargo to save the ship, the owners of the remaining cargo must contribute towards the loss suffered by the other owners.

“Home” means the place nominated on your application form or subsequently amended by you and noted on your Schedule by us where your Motorcycle is regularly kept overnight including within the properly boundaries or adjacent footpath or adjacent street or thoroughfare,

“GST” means Goods and Services Tax.

“Hire Vehicle Costs” means the amount paid by you in relation to hiring a vehicle, which may be either a motorcycle or other vehicle, but does not include running costs, damage to the hire vehicle, any insurance excess or other costs which you may be liable for under the hire vehicle rental agreement.

“Market Value” means our assessment of the value of your Motorcycle or other covered property immediately prior to any loss or damage.

“Motorcycle” means the motorcycle(s)/motor trike(s), motor scooter(s) and quad(s) and all its/their accessories; and/or:

- (a) any sidecars and trailer(s) described in the Schedule;
- (b) its standard tools, spare parts and/or appliances that are in or on that motorcycle or in your Garage.

“Period of Insurance” means the period of time shown in the Schedule.

“Policy” means this document, the Schedule and any other endorsement or notice we give you in writing. Together they form our agreement with you.

“Premium” means the total amount you have to pay us (inclusive of all Government and other charges, taxes and levies) for your insurance.

“Private Use” means use of your Motorcycle:

- (a) for social, domestic and leisure purpose;
- (b) in connection with repair or servicing;
- (c) for unpaid learner-rider instruction;
- (d) for test riding or demonstration for sale, only when accompanied by you for this purpose;
- (e) to ride to and from work.

“Salvage Charges” means the costs incurred in recovering a marooned or disabled ship.

“Schedule” means the most current schedule we give you which contains the specific insurance details for you.

“Substitute Motorcycle” means a substitute motorcycle not belonging to you, as if it were your Motorcycle, provided that:

- (a) your Motorcycle is not being used by you because it is undergoing service or repair; and
- (b) the substitute motorcycle is not subject to a self-drive hire agreement; and

(c) the substitute motorcycle is a registered vehicle and used for the purpose stated in your Schedule; and

(d) the substitute motorcycle is not otherwise insured.

“Sum Insured” means the Agreed Value or Market Value as shown in your Schedule.

“Third Party Liability” means Section Two —Third Party Liability Cover only will apply.

“Total Loss” means where we decide to pay you the Sum Insured for your Motorcycle. This is usually when the cost of repairs to your Motorcycle is more than the Sum Insured (less any amount we can obtain for the vehicle’s salvage).

THE AGREEMENT

In return for your payment of the Premium or your agreement to pay it to us within the time we require, we agree to indemnify you against loss, damage or liability caused by a covered event occurring within Australia, during the Period of Insurance subject to the terms, conditions and exclusions of your Policy.

SECTION ONE - ACCIDENTAL LOSS OR DAMAGE COVER

Accidental Loss or Damage Cover

This section only applies if the Schedule shows that you are covered for Comprehensive cover.

We will cover you for the theft of or accidental destruction of or damage to your Motorcycle.

We will settle any claim for loss or damage to your Motorcycle, at our option, on one of the following basis:

- (a) repair or replace or pay you the reasonable cost to repair or replace your Motorcycle; or
- (b) pay you the Sum Insured of your Motorcycle as shown in the Schedule.

Your Schedule will show if your Sum Insured is Agreed Value or Market Value of your Motorcycle.

If we elect to repair your Motorcycle:

- (a) it will be our duty to ensure that the repairs are carried out in a satisfactory manner, and that your Motorcycle is repaired with parts and accessories which are new or consistent with the age and condition of your Motorcycle. However, if the parts or accessories are not readily available in Australia, we will only pay the cost of the parts and the cost of shipping the parts. We will not pay the costs of airfreight, unless you have paid the extra premium to include the "Airfreight of Parts" optional cover as set out in Section Four.
- (b) if an item cannot be economically repaired, we may choose to either get you a replacement item consistent with the age of the stolen or damaged item or pay you the amount it would cost us to replace that item as depreciated.
- (c) we will guarantee the repairs we make against any defect due to workmanship or faulty material for the life of your Motorcycle while it is still owned by you.

If your Motorcycle is a Total Loss we will pay you the Sum Insured.

Any amount insured by your Policy and any claim settlements, exclude GST.

However, if there is a shortfall between the GST component of your claim and the amount of Input Tax Credit to which you are entitled, we will pay this shortfall in addition to the claim settlement.

Additional Covers and Limitations

Please note that payment will only be made under the additional covers below when such loss or damage is caused by an event that is covered under Section One— Accidental Loss or Damage Cover.

1.1. Replacement following Total Loss

If your Motorcycle becomes a Total Loss as a result of loss or damage under Section One which occurred within two years of its original registration, and you are the original registered owner, we will replace your Motorcycle with a new Motorcycle of the same make, model and series, if currently available. We will also pay for the on-road costs of the new motorcycle. If a replacement motorcycle is not currently available, we will pay you the Sum Insured.

1.2. Towing and Storage

We will pay for the reasonable cost of protection and removal of your Motorcycle, following an accident or theft to the nearest repairer, place of safety or to any other place approved by us.

1.3. Return of Motorcycle after Repair

If the repairer's premises are more than 100 kilometres away from your residence or place of work, we will at our choice either:

- (a) pay you the reasonable cost of travel to the repairer's premises to collect your Motorcycle;

or

- (b) deliver your Motorcycle to you.

1.4. Get you home expenses

If your Motorcycle becomes unable to be ridden as a result of loss or damage, we will pay the reasonable costs to transport you and your passenger to your place of residence or destination (whichever is closer) up to a maximum amount of \$500.

1.5. Personal Effects

We will pay for loss or damage to personal effects following loss or damage to your Motorcycle. This benefit is limited to effects belonging to you or a member of your family to a maximum amount of \$200 any claim. Money and negotiable instruments are not covered under this benefit.

1.6. Emergency Repairs

If your Motorcycle cannot be ridden because of loss or damage without Emergency Repairs, we will pay for those Emergency Repairs. You do not need our consent to have this done.

We will not pay more than \$500 for Emergency Repairs.

1.7. Front Windscreen Replacement

We will pay once for the repair or replacement of your Motorcycle's front windscreen, without the application of an Excess or change in NCB Rating (where applicable), provided such breakage is accidental, occurs during the Period of Insurance and is the only damage sustained by your Motorcycle.

1.8. No Claims Bonus (NCB) Rating Protection

If you have provided evidence to satisfy us that you are entitled to a maximum no claim bonus rating and you extend your Policy to include this option, we will not reduce your current NCB Rating for the first claim which is your fault (or deemed to be your fault) in any one Period of Insurance.

1.9. Replacement of Motorcycle

If you replace your Motorcycle with another motorcycle (and not any other type of vehicle) we will cover the replacement Motorcycle on our standard terms from the date of purchase, provided you notify us within 14 days of the date of purchase; and pay any additional premium required by us. Cover on the replaced Motorcycle ceases from the date of purchase of the replacement Motorcycle.

1.10. Your liability under Maritime Law

If your Motorcycle is being transported by sea between places within Australia and you become liable under Maritime Law for General Average and/or Salvage Charges, then we cover you for your liability up to the Sum Insured.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover)



SECTION TWO - THIRD PARTY LIABILITY COVER

Your legal liability cover

We will pay, subject to the limit specified below:

- 2.1.** the amount which you are legally liable to pay as compensation for loss or damage to someone else's property as a result of an accident occurring in Australia during the Period of Insurance caused by or arising out of the use of:
- (a) your Motorcycle or a Substitute Motorcycle;
 - (b) any trailer or sidecar attached to your Motorcycle or a Substitute Motorcycle; or
 - (c) goods being carried by or falling from your Motorcycle or any Substitute Motorcycle; and
 - (d) loading or unloading your Motorcycle or a Substitute Motorcycle in a street or thoroughfare.

We also cover the following persons under 2.1. above in relation to the use of your Motorcycle, or a Substitute Motorcycle:

- (a) any person riding, using or in charge of your Motorcycle or Substitute Motor Cycle with your consent;
- (b) any passenger on, or getting on, or getting off your Motorcycle Of Substitute Motor Cycle;
- (c) your employer, principal or business partner but only if their liability arises out of the use by you of your Motorcycle; and
- (d) the Commonwealth and State Governments but only if their liability arises out of the use by you of your Motorcycle on government business.

When another person makes a claim under this section, the other person has the same obligation to observe the conditions of this policy that apply to any claim as you do.

- 2.2.** the amount which you, or any person riding or using or in charge of your Motorcycle with your consent, may be held legally liable to pay as compensation in respect of death of or bodily injury to persons as a result of an accident occurring during the Period of Insurance caused by or arising out of the use of your Motorcycle, provided that your Motorcycle is registered for use on a public road when the accident Occurs.
- 2.3.** all legal costs and expenses incurred with our written agreement in defending any court proceedings arising from an event for which cover is provided by the cover under 2.1 and 2.2 above.

The maximum we will pay under Section Two - Third Party Liability Cover (including costs) for any one accident or series of accidents arising out of the same event, is \$20,000,000 or as otherwise specified in the Schedule. This amount includes all legal costs and expenses that we agree to in writing before they are incurred or for which you or another person covered under this part have a legal liability to someone else.

Additional Benefit — Accident caused by an uninsured motorist

We will pay you for loss or damage to your Motorcycle caused in an accident with another vehicle, including the reasonable costs of moving and storage if:

- (a) we agree that the accident is not your fault;
- (b) you prove that the other driver/rider was completely responsible for the accident;
- (c) you tell us the other driver/rider or owner's name, current address and the registration number of their vehicle;
- (d) you give us written evidence that the other driver/rider and the owner of the vehicle were not insured or that their insurance company refused to pay the claim; and

(e) you have reported the accident to the police if required by law.

Under this additional benefit, we will not pay for loss or damage to your Motorcycle if the rider/driver of the other vehicle was:

- (a) you;
- (b) your spouse or de facto partner;
- (c) any member of your immediate family; or
- (d) any person ordinarily residing with you.

The maximum we will pay under this additional benefit (including costs) for any one claim for damage to your Motorcycle caused by an uninsured driver/rider is \$3,000 including reasonable towing and storage costs.

What we do not cover

We will not pay for:

- (a) claims for loss of or damage to property or death or bodily injury made against you by any other person entitled to cover under this Section.
- (b) claims for loss or damage to property where the property belongs to or is held in trust by or in the custody or control of you, any person riding using or in charge of your Motorcycle, relatives or persons residing at your address or any person entitled to cover under this Section.
- (c) claims made under this Section by a person (other than you) who has been refused motor cycle/vehicle insurance or continuation thereof by any insurer because of their riding/driving claims or criminal record or that we have refused to cover under your Policy.
- (d) legal costs incurred without our written consent.
- (e) compensation claims by a relative or person ordinarily residing with you or the person

covered under this Section, or with whom you or they ordinarily reside, or any person deemed by virtue of relevant workers compensation legislation or its equivalent to be a worker employed by you.

- (f) compensation claims relating to a person who we have not permitted to use or ride your Motorcycle.
- (g) claims in respect of death or bodily injury if you or any person using your Motorcycle with your consent is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or would have been so entitled but for failure to:
 - (i) insure or register your Motorcycle; or
 - (ii) lodge a claim in accordance with the requirements;
 - (iii) comply with a term or condition of any such scheme.
- (h) penalties, fines or awards of aggravated, exemplary or punitive damages made.
- (i) actions brought in a court outside Australia or in a court that applies other than Australian law. accidents where there is insurance required by law that provides cover for the liability.
- (k) claims arising from any agreement or contract you, or a person covered by this Section enter into, unless you or they would have been liable despite the agreement or contract.
- (l) any claim resulting from death or bodily injury to:

- you or any other person riding and/or in charge of your Motorcycle;
 - your employees or the employees or any other person riding and/or in charge of your Motorcycle if the accident that gives rise to the claim arises out of or is in the course of their employment; or
 - any member of your family or the family of any other person riding and/or in charge of your Motorcycle.
- (m) claims caused by or arising from an intentional act by you or any other person covered by this Section.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover)

SECTION THREE - FIRE, THEFT AND THIRD PARTY LIABILITY COVER

We will only cover you for loss or damage to your Motorcycle which is caused by fire or theft occurring during the Period of Insurance.

We will pay for loss or damage to your Motorcycle, at our option, on the following basis:

- (a) repair, or replace or pay you the reasonable cost to repair or replace your Motorcycle; or
- (b) pay you the Sum Insured of your Motorcycle as shown in the Schedule.

If we elect to repair your Motorcycle it will be our duty to ensure that the repairs are carried out in a satisfactory manner, and that your Motorcycle is repaired with parts which are new or consistent with the age and condition of your Motorcycle.

If your Motorcycle is a Total Loss we will pay you the Sum Insured.

Any amount insured by your Policy and any claim settlements, exclude GST.

However, if there is a shortfall between the GST component of your claim and the amount of Input Tax Credit to which you are entitled, we will pay this shortfall in addition to the claim settlement.

Section TWO - Third Party Liability Cover will also apply.

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover)



SECTION FOUR - OPTIONAL COVER AVAILABLE WHEN YOUR MOTORCYCLE IS INSURED FOR SECTION ONE - ACCIDENTAL LOSS OR DAMAGE AND ONLY IF SPECIFIED AS COVERED IN YOUR SCHEDULE

4.1. Hiring following accident

If your Motorcycle is damaged requiring repair and is covered under Section One, and you need to hire a replacement vehicle, then we will reimburse you for reasonable Hire Car Costs for up to 14 days, or less if your Motorcycle is repaired before then. This cover commences from the date your Motorcycle is taken to the repairer and we will not pay more than \$80 per day under this benefit.

4.2. Business Use

We will extend the definition of Private Use to include the use of your Motorcycle in connection with your occupation or business.

4.3. Tours

We will extend the definition of Private Use to include the use of your Motorcycle for carrying passengers for hire or reward in connection with a motorcycle tour.

4.4. Guided Self Riding Tours

We will extend the definition of Private Use to include the use of your Motorcycle when you are using your Motorcycle for hire or reward in connection with a guided self riding tour.

4.5. Airfreight of Parts Option

We will pay for the airfreight cost of transporting parts and/or accessories that we agree to replace which are not readily available in Australia up to a maximum of \$500 in addition to the normal shipping costs.

4.6. Additional Personal Effects Option

We will increase the limit of benefit for your personal effects belonging to you or a member of your family under Section One from \$200 to \$500.

4.7. Motorcycle specific riding gear

We will pay for loss or damage to your or your passenger's Motorcycle specific riding gear following loss or damage to your Motorcycle. This cover may be purchased in increments of \$1,000 with a minimum sum insured of \$1,000 and a maximum sum insured of \$5,000

(Please refer to the other general terms, conditions and exclusions of this document and your other Policy documents as they affect this cover)

SECTION FIVE - GENERAL EXCLUSIONS

These exclusions apply to you and any other person covered by your Policy as if they were you. We will not pay for any loss, damage or liability arising directly or indirectly from or in any way connected with:

- 5.1.** your Motorcycle being ridden or used by a person under the age of 25, other than you. However, we will pay if the person under 25 is named in the Schedule.
- 5.2.** your Motorcycle is being ridden or used other than for Private Use unless otherwise allowed by the terms of your Policy and you have purchased the optional relevant cover in Section 4.
- 5.3.** your Motorcycle being ridden by you, or by any person with your consent, who is not licensed to ride your Motorcycle under all relevant laws, by laws and regulations or who does not comply with all the conditions imposed on their licence. However, we will pay if you can prove that you did not consent to your Motorcycle being ridden or used by the person.
- 5.4.** your Motorcycle being ridden by any person:
 - (a) whose faculties are impaired by any drug, alcohol or intoxicating liquor; or
 - (b) who is convicted of or charged with driving, at the time of the accident, under the

influence of any drug, alcohol or intoxicating liquor; or

- (c) with a percentage of alcohol in his/her breath or blood in excess of the percentage permitted by law; or
- (d) who refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by any law of a State or Territory.

However, we will pay if:

- (a) you can prove you did not know or could not reasonably have known that the rider of your Motorcycle was so affected or refused to undergo an appropriate test;
 - (b) you can prove that you did not consent to your Motorcycle being ridden or used by the person;
 - (c) any action taken against the person who was so affected is unenforceable under the law of the relevant State or Territory
- 5.5.** your Motorcycle being used to carry a greater number of passengers or convey or tow a load in excess of that for which your Motorcycle was constructed or the law allows. We will pay if you prove the loss, damage or liability was not caused or contributed to by such greater number of passengers or load.
- 5.6.** your Motorcycle being used in an unsafe or unroadworthy condition and such condition caused or contributed to the loss. This does not apply where you could not have reasonably detected the unsafe or unroadworthy condition.
- 5.7.** your own criminal act or resulting from the use by you of your Motorcycle for an unlawful purpose or whilst being used for an unlawful purpose by some other person with your consent.
- 5.8.** your Motorcycle being used in connection with the motor trade for experiments, tests or trials.

5.9. your Motorcycle is being used for hire.

5.10. (a) your Motorcycle is being used for the conveyance of passengers for fare or reward other than under a private pooling arrangement unless you have purchased the optional cover in Section Four for Tours or Guided Self Riding Tours and this is noted in the Schedule.

(b) your Motorcycle when being ridden on a race track or speedway track or course except for the sole purpose of rider training, preparation and practice thereof for the improvement of road riding skills only and only whilst under the direct supervision of a registered or accredited motor cycle rider instructor/trainer.

5.11. your Motorcycle is being ridden on any public road or other place specifically designed for rider training for the purpose of rider training or preparation, practice or familiarization for rider training unless you are being supervised by a registered/accredited trainer and the rider training is for the sole purpose of improving road riding skills.

5.12. any of the following regardless of any contributing cause or event:

- (a) war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation, nationalization requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (b) ionization radiations or contamination by radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear material; or

- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.
- 5.13.** your Motorcycle being used by you, or someone with your consent:
- (a) for or being tested in preparation for any motor sport, racing or pace making, or a reliability, speed or hill climbing trail, test or contest or any other motor sport or while being used in preparation, practice or familiarization or training for any of these;
- (b) when being ridden on a race track or speedway track or course.
- 5.14.** depreciation, wear and tear, rust or corrosion, mechanical, structural, electrical or electronic breakdown or failure.
- 5.15.** to your Motorcycles' tyres by application of brakes or by road punctures, cuts or burst.
- 5.16.** lawful seizure or destruction or other operation of law.
- 5.17.** your Motorcycle being on consignment or in the possession of a person as part of the person's stock in trade.
- 5.18.** loss or damage to your Motorcycle after:
- (i) an accident or breakdown; or
- (ii) you have been notified that your stolen motorcycle has been found, and you have not taken reasonable steps to protect or safeguard your Motorcycle.
- 5.19.** any other covered person stealing, converting, absconding or otherwise misappropriating your Motorcycle.
- 5.20.** your inability to use your Motorcycle, except for the following Additional Covers in Section One where applicable -Towing and Storage.
- 5.21** your Motorcycle being on rails other than as cargo.
- 5.22.** any GST, or any fine, penalty or charge for

which you are liable arising out of your misrepresentation of, or failure to disclose, your actual Input Tax Credit entitlement in the settlement of any claim or premium relating to your Policy.

- 5.23.** asbestos.
- 5.24.** any loss, damage or legal liability incurred outside Australia.
- 5.25.** the cost of repairing damage not caused by the accident or event you are claiming for under your Policy.
- 5.26.** any theft, attempted theft or malicious damage to your motorcycle when it is at your Home and not in a locked Garage between the hours of 10.00pm and 6.00am and you are not using or accompanying your motorcycle.
- 5.27.** the cost of fixing faulty repairs that were done before you entered into your Policy.

Terrorism Exclusion:

Notwithstanding any provision to the contrary within your Policy or any endorsement thereto, it is agreed that your Policy excludes liability for injury loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, arising out of, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

"Terrorism" means an act, including but not limited to, the use of, or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

SECTION SIX - GENERAL CONDITIONS

6.1. Duty of Disclosure and Misrepresentation

If you:

- (a) failed to comply with the duty of disclosure before your Policy was entered into, by not telling us every matter which you knew or which a reasonable person could be expected to have known to be a matter relevant to our decision whether to insure you and on what terms to insure you; or
- (b) misrepresented any fact to us before your Policy was entered into, and if we would not have entered into your Policy for the same Premium and on the same terms and conditions expressed in your Policy but for the failure to disclose or the misrepresentations, then:
 - (i) if the non-disclosure or misrepresentation was fraudulent, we may avoid your Policy, or
 - (ii) our liability in respect of any claim may be reduced to an amount which would place us in the position in which we would have been but for your failure to disclose or your misrepresentation.

6.2. Cancellation by you

You may cancel your Policy at any time by telling us in writing you want to cancel it.

Where more than one person is insured under your Policy, we will only cancel it when a written agreement to cancel your Policy is received from all insured persons.

Cancellation by you will be effective when we receive your request and all cover will cease.

6.3. Cancellation by us

We may cancel your Policy by giving you written notice and in accordance with the law, including where you have:

- (a) made a misrepresentation to us before the Policy as entered into,

- (b) failed to comply with your Duty of Disclosure,
- (c) failed to comply with a provision of your Policy including failure to pay the Premium,
- (d) made a fraudulent claim under your Policy or any other Policy during the time your Policy has been in effect,
- (e) failed to notify us of a specific act or omission as required by your Policy, or
- (f) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.

If we cancel your Policy, we will advise you in writing and all cover will cease at the earlier of the following times:

- (a) when another contract of insurance is taken out by you to replace your Policy, or
- (b) at 4.00p.m. Local Standard Time of the third business day after the day on which notice was given to you or such later time as we may specify in the notice.

After cancellation and subject to your cooling off period rights (See Important Customer information Section), we will keep the Premium for the period that your Policy was in force and we will return to you not less than 90% of the Premium for the period from the date your Policy was cancelled to the due date of your Policy. There is no refund if there is a Total Loss.

6.4. Transfer of interest in your Policy

No interest in your Policy can be transferred without our written consent.

6.5. Obligations of third parties covered by your Policy

Any other person entitled to cover under your Policy is bound by the terms of your Policy.

6.6. Other insurance

You must notify us in writing if you have already arranged, or if in the future you arrange any

insurance or insurances which cover any matter covered by your Policy, in whole or in part.

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in your Policy.

6.7. Reasonable protection and maintenance of your Motorcycle

You must take all reasonable steps to protect your Motorcycle from loss and damage and comply with all legal requirements regarding the safety, maintenance and operation of your Motorcycle.

6.8. Notice of changes in circumstances

You must give us notice as soon as possible:

- (a) of any change in or addition to the person or persons who will regularly ride the Motorcycle;
- (b) where any drivers licence is changed, restricted, suspended or cancelled;
- (c) of particulars of any criminal offences or criminal convictions relating to fraud, arson or theft for which you or any person who regularly rides the Motorcycle has incurred within the past five years;
- (d) of particulars of any motor accidents involving you or any person who regularly rides your Motorcycle;
- (e) of particulars of any conversion, alternation or modification of your Motorcycle from its maker's specifications. You must pay any additional premium if required;
- (f) if any alarm/anti theft device ceases to be in good working order.

6.9. Renewal

At expiry of your Policy, we may offer to enter into a new contract for a new Period of Insurance. Any renewal advice will indicate the Premium payable for the new contract and any proposed alteration to the contract. Before your Policy is renewed it is your duty, by law, to disclose any matter which has altered the risk we insure.

6.10. Dangerous Goods

If any hazardous goods or substances are carried on your Motorcycle you must comply with all relevant laws, by-laws and/or statutory regulations. Should non-compliance with this condition prejudice our interests, the amount of any benefit under your Policy will be reduced by the amount that represents the extent to which our interests have been prejudiced by that non-compliance.

6.11. Security Warranty

Any anti-theft system or device fitted to your Motorcycle must be made active whenever your Motorcycle is left unattended unless your Motorcycle is in the care, custody or control of a service station, garage, hotel, restaurant or other commercial undertaking to whom it has been entrusted for the purposes of overhaul, upkeep, repair or parking.

6.12. Changing Your Policy

If You want to make a change to your Policy, the change becomes effective when:

- (a) we tell you we have agreed to it; or
- (b) we give You a new Schedule or endorsement detailing the change.

6.13. Notices

We will give you any notice in writing. It will be effective from the earlier of the time of:

- (a) delivery to You personally; or

(b) postage to Your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

6.14. Law and Jurisdiction

Your Policy is subject to the laws of the State or Territory in Australia where it was issued.

6.15. Monthly Premium Installments

Where you have chosen Monthly Premium Installments the following conditions apply:

- If you do not pay any premium installments by the date agreed; we will:
 - in the event of a claim, not pay for any loss, damage or liability incurred if such installment is more than 14 days overdue, if such installment is less than 14 days overdue, we are entitled to deduct the overdue installment amount from any claim settlement;
 - automatically cancel your Policy if any premium installment is more than 30 days in arrears.
- Where we settle any claim on a Total Loss basis, we are entitled to deduct all remaining premium installments which are unpaid from such settlement.

SECTION 7— CLAIMS

7.1. What you must do when you make a claim:

- (a) you must advise New England Insurance Brokers Pty Ltd by telephone as soon as practicable after you suffer a loss. When you call, you will be advised what information we need so we can settle your claim as quickly and fairly as possible.

If you have an accident involving another vehicle, you should also provide:

- (i) the name, address and licence number of the other rider/driver;
- (ii) the registration number of the other vehicle, a general description of it and the damage done to it;
- (iii) the name and address of any witness.

If you do not make a claim within a reasonable time of the loss, we may reduce what we pay to you to allow for any disadvantage we may have suffered because of the delay.

- (b) you must take all reasonable steps to stop any further loss from occurring.
- (c) you must not repair or replace any damaged property without our consent other than Emergency Repairs. You may choose your licensed repairer, but before repairs are started you must:
- (i) obtain our written agreement,
 - (ii) make your Motorcycle available for our inspection.

We reserve the right to invite, accept, adjust or decline estimates or to arrange (at our expense) for the removal of your Motorcycle to other repairers for quotation purposes.

- (d) you must notify the Police as soon as possible of:
- (i) theft or attempted theft of, or malicious damage to your Motorcycle;
 - (ii) damage to property other than the vehicles involved that exceeds \$500;
 - (iii) if a person was injured in an accident; or
 - (iv) if you are otherwise required by law to do so.

We may require you to give us a written statement from the police saying that you have notified them of any of the above.

- (e) if your Motorcycle is stolen, you must immediately contact the relevant vehicle tracking bureau if your Motorcycle is fitted with a remote tracking security system.
- (f) you must not pay or promise to pay or offer payment or admit responsibility for a claim without our prior written agreement.
- (g) you must keep the property that has been damaged so we can inspect it
- (h) you must keep any stolen property that you recover, and let us inspect it if we need to.
- (l) you must notify us of any other insurance that also provides cover, whether in whole or in part.
- (j) you must provide us with all the information that we require including valuations, receipts, proof of ownership and statutory declarations if requested.
- (k) you must give us all the information and cooperation that we require and promptly forward us all correspondence received by you concerning the event or claim or loss.

7.2. When we admit a claim under your Policy:

- (a) we will reduce the amount we pay you following a covered loss by the Excess (See below) or any Premium due to us;
- (b) we will not pay you more than the Sum Insured or relevant limit applicable to the item unless otherwise stated in your Policy; and
- (c) we have the right to exercise your legal rights to conduct, defend or settle any legal or recovery action that we consider necessary and to do so in your name.

7.3. Payment of Excesses

Unless otherwise specified in your Schedule, the Excesses are:

A) Basic Excess

We apply a basic Excess to every claim unless we agree you do not have to pay this Excess.

B) Age Excess

In addition to the basic excess, we apply an age Excess to a claim if the person riding at the time of the loss or damage is under 25 and named in the Schedule.

For example, if you lend your motorcycle to a 23 year old friend who must be nominated on your Policy Schedule, and that friend has an accident on your Motorcycle and is at fault, we will apply both basic Excess and the age Excess to your claim. If the repair costs are \$4,000 and your Schedule shows you have the following Excesses:

Basic Excess \$400

Age Excess \$600

Then we will pay \$3,000 (\$4,000 minus \$400 minus \$600).

[These amounts of Excess are just an example. The amount of any Excess that applies to you is shown in your schedule.]

C) Theft or Attempted Theft Excess

In addition to the basic Excess, a theft or attempted theft Excess may also apply. We apply this Excess if the loss or damage is caused by theft or attempted theft.

For example, if your Motorcycle is stolen and later found damaged, we will apply the basic Excess and the theft or attempted theft Excess to your claim. If repair costs are \$15,000 and your schedule shows you have following Excesses:

Basic Excess \$ 400

Theft Excess \$1,000

Then we will pay \$13,600 (\$15,000 minus \$400 minus \$1,000).

[These amounts of Excess are just an example. The amount of any Excess that applies to you is shown in your schedule.]

D) Inexperienced rider Excess

In addition to the basic Excess, and any age Excess, an inexperienced rider Excess may also apply. We apply this Excess if the person riding the motorcycle has, at the time of the loss or damage, been licensed to ride for less than 2 years.

For example, if you lend your Motorcycle to your 18 year old sister who has just got her licence and she is a nominated rider in your Schedule, and your sister has an accident on your Motorcycle, and is at fault, we will apply the basic Excess and the age Excess and the inexperienced rider Excess to your claim. If repair costs are \$6,000 and your Schedule shows you have the following Excesses:

Basic Excess \$400

Age Excess \$600

Inexperienced rider Excess \$200

Then we will pay \$4,800 (\$6,000 minus \$400 minus \$600 minus \$200).

[These amounts of Excess are just an example. The amount of any Excess that applies to you is shown in your schedule.]

7.4. No Claims Bonus (NCB) Rating Your NCB

Rating is not affected if:

- (a) you have a maximum No Claim Bonus (NCB) Rating Protection; or
- (b) if the rider of your Motorcycle at the time of the accident did not, in our opinion, contribute to the cause of the accident and you supply us the name and address of the owner and rider/driver or other party responsible for the loss or damage to your Motorcycle.

7.5. Motorcycle Wreck Value

If your Motorcycle is a Total Loss the wreckage of your Motorcycle, will at our option, become our property and we will keep the proceeds from the sale of the wreckage.

7.6. Total Loss

If we pay your claim for a Total Loss;

- (a) we will first pay any amount which is noted as owing on your Motorcycle and then pay you any balance; and
- (b) then your cover under your Policy ends and we are entitled to keep any Premium or deduct any Premium due from any claim payment.

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