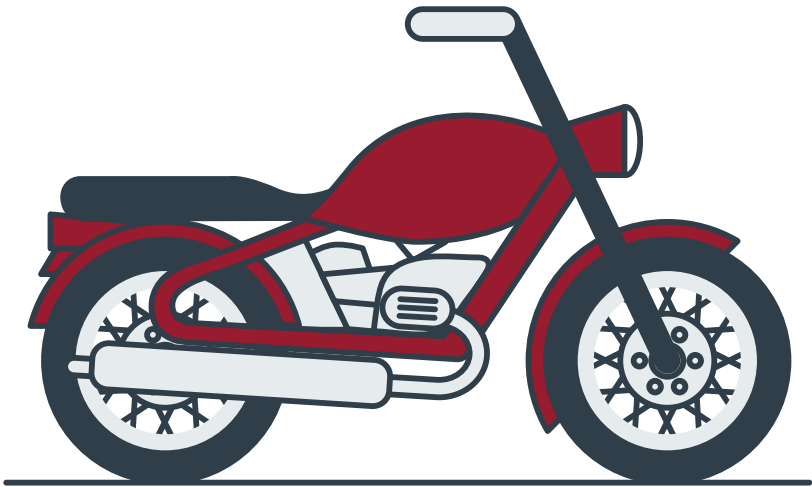


Motorcycle Insurance



**Budget
Direct**

Product Disclosure Statement

Motorcycle Insurance Policy

This document prepared on 1st May 2020

Product Disclosure Statement

Product Issuer: Auto & General Insurance Company Limited
ABN 42 111 586 353
AFS Licence No 285571

Registered Office: Level 13, 9 Sherwood Road, Toowong, QLD 4066

Summary of Cover

Cover	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Accidental damage to the motorcycle	Yes	No	No
Fire	Yes	Yes	No
Theft	Yes	Yes	No
Attempted theft	Yes	No	No
Damage to other people's property	Yes	Yes	Yes

Policy Benefits and Options

✓ Limits and conditions apply

Benefits	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Choice of Market Value or Agreed Value*	✓	✗	✗
Damage to Other People's Property	\$20M	\$20M	\$20M
Essential Repairs	✓	✗	✗
Emergency Transport and Accommodation	✓	✗	✗
Hire Car Following Theft	✓	✓	✗
New Motorcycle Replacement	✓	✗	✗
Personal Effects	✓	✗	✗
Repair Guarantee	✓	✓	✓
Replacement of Keys	✓	✗	✗
Towing Costs	✓	✓	✗
Trailer or Sidecar	✓	✗	✗
Uninsured Motorist Damage	N/A	✓	✓

Policy Options	Comprehensive	Third Party Property, Fire and Theft	Third Party Property Only
Accident Hire Car	Optional	✗	✗
Riding Gear	Optional	✗	✗
Choice of Repairer	Optional	✗	✗
Reduced Windshield Excess	Optional	✗	✗

*Eligibility criteria apply

These tables are a guide only. Please read this Product Disclosure Statement for full details of the covers and options, including limits, exclusions and conditions that may apply.

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What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) will assist you to make an informed decision about our insurance product and should be read before making a final decision to purchase:

If You Have Already Purchased Our Policy:

This PDS becomes your INSURANCE CONTRACT together with the most recent:

- ▶ INSURANCE CERTIFICATE
- ▶ YOUR DECLARATIONS
- ▶ COVER LETTER

After reading the documents carefully, you should keep them in a safe place for future reference

Our Agreement

In return for meeting your obligations under this agreement, we will provide you the protection described in this policy for events which occur during the period of insurance shown on your Insurance Certificate.

How We Send You Your Policy Documents

Our preference is to send you your policy documents and communicate with you electronically.

When we send your policy documents by email, they will be considered to have been received by you at the time it leaves our information system.

If you would like us to provide these documents by post, please let us know.

It is your responsibility to ensure that the email address and postal address you have provided us with are both correct and up to date. If you need to confirm or change these details, please contact us.

Words With Special Meaning

Some words when used in this PDS or the Insurance Certificate have special meaning.

Accident or Incident – an event that is sudden, unforeseen, unexpected and unintended by you.

Agreed Value – the amount we agree to insure the motorcycle for, during each term of the insurance. It includes any specified maximum value you have selected for additional accessories or modifications. Your Insurance Certificate shows the amount (if applicable) and it may change each time you renew the policy.

At Fault Claim – any claim which cannot be recovered from another party, either in part or in full, such as:

- ▶ an accident where we decide the rider of your motorcycle is partially or entirely at fault,
- ▶ an accident where we decide the driver of the other vehicle or another person is entirely at fault but you cannot tell us their full name, residential address and vehicle registration number,
- ▶ theft, attempted theft or a malicious act,
- ▶ storm, wind or hail,
- ▶ fire, or
- ▶ an accident involving an animal.

Compact Hire Car – a car that is categorised as compact by us or the hire car company we select.

Demonstrator Model – the motorcycle was purchased from a licensed motor dealer who was the first registered owner and had less than 5,000 kilometres recorded at the time of purchase.

Household Member – a person who normally resides with the regular rider.

Market Value – the reasonable cost to replace the motorcycle with one of the same make, model, age and condition as at the time of the loss or damage. It does not include any allowance for warranty, stamp duty, transfer costs or dealer profit.

Motorcycle – the motorcycle, as specified in this policy, including the manufacturer's standard accessories forming part of the motorcycle, plus any other attached accessories or modifications we have agreed to cover up to a specified maximum value.

No Fault Accident – an accident where we decide the driver of another vehicle, or another person, was entirely at fault, and you tell us their full name, residential address and vehicle registration number.

Personal Effects – personal items which are designed to be worn or carried, except cheques, money or credit cards, sporting equipment, tools of trade, firearms or riding gear.

Regular Rider – the person who rides the motorcycle most frequently. The person you disclosed is shown on your Insurance Certificate.

Rider – any person operating, using, or in charge of the motorcycle.

Riding Gear – protective clothing designed specifically for use whilst riding a motorcycle including, boots, pants, jackets, gloves, helmets and protective gear such as knee guards and body armour.

Substitute Motorcycle – a motorcycle you have hired or borrowed because the motorcycle is being repaired, serviced or has broken down, and is of a similar type to the motorcycle.

Total Loss – the motorcycle is:

- ▶ stolen and not recovered, or
- ▶ damaged to the extent that we decide that it would be unsafe or uneconomical to repair.

We, us, or our – the product issuer named on the front page of this PDS.

You or your – the person(s) named as the policyholder in your Insurance Certificate.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

This duty applies to you until we agree to insure you and, where relevant, until we agree to renew, extend, vary or reinstate your insurance contract.

When you first take out your insurance contract

If we ask you questions that are relevant to our decision to insure you and on what terms, then you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

When you renew your insurance with us

On renewal of your policy we may again ask you questions that are relevant to our decision to insure you and on what terms. Again, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

When you vary, extend or reinstate your insurance

When you vary, extend or reinstate your contract of insurance your duty of disclosure changes. You then have a duty to tell us anything you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms. You do not need to tell us anything that:

- ▶ reduces the risk we insure you for, or
- ▶ is common knowledge, or
- ▶ we know or should know as an insurer, or
- ▶ we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

When You Receive the Policy

Make sure the information is correct.

Please check the information you have given us and notify us of any changes or corrections. This is an important part of your Duty of Disclosure.

Cooling-off period

If the cover you have chosen is not suitable and no claim is made, you can cancel this policy within 21 days of the purchase date and receive a full refund of the premium you have paid.

Waiting Period for Bushfire, Storm, Cyclone or Flood

You are not covered under this policy for any loss or damage that is caused by bushfire, storm, named cyclone or flood within the first 72 hours of the purchase of this insurance cover.

However, subject to the policy terms and conditions, we will cover loss or damage that occurs where:

- ▶ this policy commenced immediately following the expiry of a policy that provided the same level of cover for the same motorcycle, or
- ▶ this policy commenced on the same day you took possession of the motorcycle.

Permitted Use of the Motorcycle

Private and Commuting Use Only – this policy covers use for social, domestic and pleasure purposes and travelling between home and a regular place of work only.

This may also include voluntary home or community service, provided that no profit is made from such use.

Use that is never covered:

- ▶ business use of any kind, including:
 - ▶ carrying passengers for payment
 - ▶ carrying or delivering other people's goods for payment, whether as a contractor or otherwise (e.g. parcel, food delivery)
- ▶ riding tuition for payment
- ▶ hiring the motorcycle to other people.

Types of Cover

Your Insurance Certificate shows which of these types of cover you have:

Comprehensive covers your liability for damage caused by the motorcycle to other people's property, plus cover for the motorcycle up to the value shown on your Insurance Certificate.

Third Party Property Only covers only your liability for damage caused by the motorcycle to other people's property, plus a limited amount of cover for the motorcycle if damaged in a no fault accident with an uninsured vehicle.

Third Party Property, Fire and Theft covers the same as "Third Party Property Only", plus loss or damage to the motorcycle only if it is stolen or catches fire. It does not cover damage caused by the attempted theft of the motorcycle or items being stolen from it.

Cover Part 1 – Cover for the Motorcycle

This section applies only if the type of cover shown on your Insurance Certificate is "Comprehensive".

Damage to the Motorcycle – If the motorcycle is accidentally damaged, we will pay up to the maximum amount shown on your Insurance Certificate. We will also pay the reasonable cost of:

- ▶ recovery of the motorcycle,
- ▶ towing the motorcycle to the repairer or place of storage nearest to where the accident occurred or that we recommend or nominate, and
- ▶ storage of the motorcycle, if it was unsafe to ride as a result of the damage.

Accidental damage includes, but is not limited to, damage caused by:

- ▶ Storm
- ▶ Flood
- ▶ Hail
- ▶ Fire
- ▶ Collision
- ▶ Attempted theft or malicious act.

Accident Clean Up – We will pay up to \$500 for removal of your motorcycle debris from the scene of an accident.

Personal Effects – If we pay a claim for damage to the motorcycle, we will also pay up to \$500 for the repair or replacement of personal effects that were damaged as a result of the same incident and were stored in a locked compartment on the motorcycle.

Replacement Keys – If the remote locking device, proximity key or keys belonging to the motorcycle are stolen and not recovered, we will pay up to \$1,000 to replace them and recode the locks. We will only pay if you have reported the theft to the police.

Trailer or Sidecar – In the event of a collision where a trailer or sidecar belonging to you is attached to the motorcycle, we will pay for the damage to the trailer or sidecar up to \$1,000.

Emergency Transport and Accommodation – If we pay a claim for damage to the motorcycle occurring more than 100km from your home, we will also pay:

- ▶ up to \$500 in total for the reasonable cost of transporting the rider and pillion passenger to the address where the motorcycle is normally kept at night, or
- ▶ where transport is unavailable, we will pay up to \$500 in total for the reasonable cost of their temporary accommodation.

New Motorcycle Replacement – If you purchased the motorcycle new or as a demonstrator model and it becomes a total loss within 2 years of the original registration, we will replace it with a new one of the same make, model and specification and we will also pay the first 12 months cost of registration and compulsory third party insurance. If a new replacement motorcycle is not available in Australia, we will pay you either the market value or the agreed value of the motorcycle as shown on the Insurance Certificate.

This benefit does not apply if the motorcycle had any unrepaired accident or hail damage which occurred prior to you insuring the motorcycle with us.

Cover Part 2 – Damage to Other People’s Property

This section applies to all types of cover.

We will:

- ▶ cover your legal liability arising from accidental loss or damage to someone else’s property caused by use of the motorcycle, substitute motorcycle or a trailer or sidecar attached to it. The maximum we will pay for the total of all liability claims against us arising from one event is \$20 million.
- ▶ extend this cover to:
 - ▶ other licensed riders permitted by this policy and using the motorcycle with your consent, and
 - ▶ any pillion passenger on the motorcycle.
- ▶ also pay for legal costs if we agree to pay your liability claim and we instruct our lawyers to act in connection with the claim.

We will not pay for:

- ▶ damage to property owned by or in the control of you or the rider, or anyone that normally lives with you or the rider
- ▶ any claim for, or related to, death or bodily injury
- ▶ any loss or damage to a substitute motorcycle
- ▶ any fines, punitive, exemplary or aggravated damages awarded against you or the rider
- ▶ any liability arising from a failure to notify us of any third party demand
- ▶ any liability caused by the use of a substitute motorcycle covered by another insurance policy
- ▶ any liability that is insurable under a compulsory statutory scheme and regardless of the amount recoverable under it.

Cover Part 3 – Fire and Theft Cover For the Motorcycle

This section applies only if the type of cover shown on your Insurance Certificate is “Comprehensive” or “Third Party Property, Fire and Theft”.

Loss or Damage to the Motorcycle

If the motorcycle is stolen or catches fire, we will pay up to the maximum amount shown on your Insurance Certificate. We will also pay the reasonable cost of recovery, towing and storage of the motorcycle if it was unsafe to drive as a result of the damage.

Hire Car Following Theft

If we agree to pay your claim for the theft of the motorcycle, we will reimburse you the reasonable cost of a compact hire car from the date you lodge a claim with us:

- ▶ until the motorcycle is recovered undamaged or any necessary repairs have been completed,
- ▶ until your claim is paid, or
- ▶ up to a maximum period of 14 days,

whichever occurs first (“hire period”).

This benefit covers the daily cost of a compact hire car during the hire period. The maximum payable under this benefit is \$1,000. We will only pay costs for a hire car authorised by us. We will not pay any additional costs of hiring, including but not limited to fuel, insurance or damage to the hire car. You need to agree to the hire car company hiring conditions (including paying a rental bond, insurance and any excess if you damage the car) and collect and return the hire car.

Cover Part 4 – Uninsured Motorist Damage

This section applies only if the type of cover shown on your Insurance Certificate is “Third Party Property Only” or “Third Party Property, Fire and Theft”.

If the motorcycle is involved in a no fault accident with an uninsured vehicle, we will cover your damage up to \$5,000 or the market value of the motorcycle, whichever is the lesser.

We will only pay this if you have reported the accident to the police and provided evidence that the other vehicle is uninsured.

We will not provide this cover if the other vehicle is owned or registered in your name, or in the name of any relative or person who lives with you.

Optional Benefits

The following Optional Benefits may be available for additional premium on Comprehensive policies only.

Accident Hire Car

Applies only if shown as included on your Insurance Certificate.

If we agree to pay your claim we will arrange for a compact hire car for you to use until the motorcycle is repaired, your claim paid, or for a maximum period of 14 days, whichever occurs first ("hire period").

Where the motorcycle is safe to ride, the hire car will only become available from the date the authorised repairs are due to commence or the date we assess the motorcycle to be a total loss.

This benefit is subject to availability of a hire car and covers the daily cost of a compact hire car during the hire period. We will only pay costs for a hire car arranged and authorised by us. We will not pay any additional costs of hiring, including but not limited to fuel, insurance or damage to the hire car. You need to agree to the hire car company hiring conditions (including paying a rental bond, insurance and any excess if you damage the car) and collect and return the hire car.

Note: Hire Car Following Theft is a standard policy benefit.

Riding Gear Up To 10 Years Old

Applies only if shown as included on your Insurance Certificate.

If we pay a claim for loss or damage to the motorcycle, we will also cover loss or damage to riding gear resulting from the same incident, up to the maximum amount shown on your Insurance Certificate. We may choose to pay for the cost of repair or replacement of the riding gear and may require reasonable evidence of ownership and value.

This cover will only apply to riding gear that:

- ▶ belongs to you or the pillion passenger, and
- ▶ was being worn or was stored in a locked compartment of the motorcycle at the time of the incident.

Choice of Repairer

Applies only if shown as included on your Insurance Certificate.

If you have purchased this option, you may choose to nominate your preferred repairer. In this case, we will:

- ▶ require you to provide us with photos and a quotation for the repairs to the motorcycle from your preferred repairer,
- ▶ determine the most suitable method of repairs based on the damage to the motorcycle,
- ▶ review the quotation to ensure:
 - ▶ it is competitive, based on the reasonable cost to repair the motorcycle, as determined by us, and
 - ▶ that the repairs will be completed to what we consider a satisfactory standard, and
 - ▶ decide whether or not to authorise repairs.

However, if we consider a repairer's quotation is not competitive, or that the repairs would not be completed to a satisfactory standard, we may decide not to authorise repairs and to:

- ▶ have the motorcycle repaired by an alternative repairer chosen by us, or
- ▶ pay you the reasonable cost to satisfactorily repair the motorcycle, as determined by us.

If we authorise repairs at the repairer you nominated, we are not responsible for ensuring that the repairer can undertake or complete the repairs when it suits you.

Reduced Windshield Excess

Applies only if noted on your Insurance Certificate.

General Exclusions

It is important to understand that insurance policies do not cover every eventuality. You should read your policy and be aware of what is excluded from cover and the conditions to be observed. Please refer to the sections entitled "General Exclusions" and "Conditions Of Cover".

General exclusions applying to the whole policy

This Policy does not cover any loss, damage or liability arising out of the use or operation of the motorcycle:

- ▶ by any household member not listed on your Insurance Certificate
- ▶ by any person(s) excluded on your Insurance Certificate, other than for commercial servicing, repairing or valet parking of the motorcycle
- ▶ by anyone without your consent, unless you take all steps required by the relevant authority to assist them in prosecuting the responsible person(s) including, but not limited to, making a formal report of the theft
- ▶ if at the time of or immediately following an incident, the rider of the motorcycle:
 - ▶ did not hold a valid licence or permit to ride in Australia, or held such a licence but did not comply with its conditions
 - ▶ was under the influence of alcohol or any drug
 - ▶ was in excess of the lawful blood alcohol level limit in force where the motorcycle was being ridden, or
 - ▶ refused to take a legal test for alcohol or any drug,

unless;

- ▶ the rider was not named in the policy, and
- ▶ we agree that you did not know, or could not have reasonably known of the above circumstances,

then we will pay your claim, but the rider of the motorcycle will not be covered and we may recover all amounts we have paid from the rider of the motorcycle

- ▶ for business use of any kind, as described in "Permitted Use of the Motorcycle".
- ▶ in connection with the motor trade other than for the purpose of commercial servicing or repairing the motorcycle
- ▶ for any motorsport, racing, trials, tests, contests or rallies
- ▶ for any unlawful purpose
- ▶ in any unsafe, unroadworthy or overloaded condition, unless this condition did not contribute to the loss or damage
- ▶ to carry explosive, flammable, toxic, corrosive or polluting goods unlawfully or for business purposes
- ▶ if you are not with the motorcycle when it is being shown or test ridden for sale and it is stolen
- ▶ if the rider of the motorcycle did not remain at the scene of the accident when required by law.

You are not covered under this policy for:

- ▶ any improvements to the motorcycle beyond its condition before the loss or damage occurred
- ▶ any reduction in the value of the motorcycle following repair
- ▶ tyre damage caused by punctures, cuts or bursts
- ▶ any consequential loss of a financial or non-financial nature, such as that resulting from loss of use of the motorcycle or any personal property
- ▶ general wear and tear, abuse, corrosion, rust or depreciation, including damage that has occurred over a period of time, such as stone chips and deterioration of the motorcycle's paint and upholstery
- ▶ mechanical, structural, electrical, electronic, computer or computer program failures, malfunction or breakdowns, including those that:
 - ▶ have occurred over a period of time, or
 - ▶ are unexplained
- ▶ incidents occurring outside Australia
- ▶ legal costs incurred prior to authorisation of your claim
- ▶ loss, damage or liability:
 - ▶ deliberately caused by any insured person or any person acting on their behalf
 - ▶ caused directly or indirectly by the use, existence or escape of any nuclear or radioactive material, or by any act of terrorism involving nuclear, biological or chemical weapons, pollution or contamination
 - ▶ caused by the discharge or escape of any oil, coolant, pollutant or contaminant from the motorcycle other than as a result of a collision
 - ▶ caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or seized power
 - ▶ resulting from lawful repossession or confiscation, or by nationalisation or requisition under the order of any government or public authority
 - ▶ caused as a result of cleaning, modifying, repairing, servicing or restoring the motorcycle
 - ▶ arising from any agreement or contract unless that liability would have existed otherwise
 - ▶ if the motorcycle has any of the excluded modifications listed on the Insurance Certificate
 - ▶ arising out of the use of an incorrect type of fuel
 - ▶ caused by the rider of the motorcycle, or a pillion passenger, acting in a wilful or reckless manner.

Conditions of Cover

You must ensure that:

- ▶ you keep evidence of ownership and value of all the insured property to support any claim
- ▶ we are supplied, at all times, with true and complete information regarding the motorcycle, the insured riders and any incidents which may lead to claims under this policy
- ▶ you or the person in charge or control of the motorcycle, activate any required security devices and remove all keys from within, on, or in the immediate vicinity of the motorcycle when it is left unattended for any period of time
- ▶ all reasonable steps are taken to prevent any loss or damage, including after an accident, breakdown or theft recovery
- ▶ we are provided with all information and assistance necessary to process any claims, recover any costs or take any legal action. This may include information regarding the riding and/or driving history of you, your spouse/partner or the rider of the motorcycle
- ▶ the police are notified immediately of any theft or malicious damage
- ▶ no costs are incurred and no admission of liability, offer or settlement is made without our agreement
- ▶ no recovery action is commenced by you, or anyone on your behalf, without first obtaining our prior written consent
- ▶ you do not do anything that might prejudice our ability to recover any amount payable to you under this policy
- ▶ the relevant State or Territory licensing authorities are notified of any disabilities or medical conditions that may affect your ability to ride
- ▶ we are told immediately if you or the rider is charged with an offence or faces a civil lawsuit following an accident
- ▶ you notify us of any other insurance you have that provides similar cover to this policy
- ▶ you notify us immediately of any incident involving the motorcycle that may lead to a claim on your policy
- ▶ you, or any other person, does not provide us with fraudulent or dishonest information or make a fraudulent or dishonest claim. If you or any other person has made a fraudulent or dishonest claim and we have partially or fully paid the claim, we may ask you to reimburse us for the amount we have paid including any other costs we have incurred related directly to the claim, such as investigation and assessment fees.

If you do not observe the conditions of cover, we may reduce or refuse to pay a claim, or cancel the contract.

We are entitled to:

- ▶ pay for your loss or damage either by payment, repair or replacement
- ▶ pay all or a part of any settlement to the legal owner or financier of the motorcycle in the event of a loss
- ▶ take over and conduct the defence and settlement of any claim in your name or in the name of any other person insured by this policy
- ▶ instigate proceedings in your name or in the name of any other person insured by this policy to recover any amount that we have paid under the policy
- ▶ take over and conduct any legal proceedings commenced in your name or on your behalf. You agree that the conduct of such legal proceedings will be at our sole discretion
- ▶ require you discontinue any recovery action, or any proceedings you have commenced.

Changing the Policy

Change of insurance details during a policy term

You must tell us immediately:

- ▶ if there is any change to the motorcycle, riders, use of the motorcycle, ownership, or the place where the motorcycle is normally kept, and
- ▶ if you become aware of any incorrect details on your policy documents.

You must tell us before making any of the excluded modifications, shown on your Insurance Certificate.

If your details do change, the premium, excess and terms and conditions of the policy may also change or we may no longer be able to insure you.

If you do not tell us, we may reduce or refuse to pay a claim or cancel the policy.

If you replace the motorcycle with another

When you permanently replace the motorcycle with a similar one, cover for the previous motorcycle ends at the same time. Your replacement motorcycle automatically has the same cover as this policy for 14 days from the purchase date, but not exceeding the market value or the purchase price, whichever is lower.

Renewing the Policy

To ensure continuing protection we will normally send you a renewal offer at least 14 days before the renewal date of this policy. It will show the premium and excess for the new period, a record of what you have told us previously and may also include notice of any changes to the terms and conditions of this policy.

Check that your information is correct

When you receive a renewal offer, you must:

- ▶ check all the information and tell us if any details need to be changed or added. For example, please review listed and excluded riders and tell us about any new riders you want included, and
- ▶ review the disclosed claims, use of the motorcycle, riding and/or driving offences, licence suspensions and convictions and tell us of all changes, and

then tell us if any of the information contained in the renewal offer is incorrect or incomplete.

If your details do change, the premium, excess and terms and conditions of the policy may also change or we may no longer be able to insure you.

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed. This is an important part of your [Duty of Disclosure](#).

Automatic payment arrangement / automatic renewal

If you wish to take up our offer of renewal, and your information is correct, you will not have to do anything else, and we will deduct / charge the renewal premium from your nominated account / credit card, unless you have opted out of the automatic payment arrangement.

If you do not wish to take up the offer you must contact us before the renewal date to advise us, unless you have opted out of the automatic payment arrangement.

Your payment details

Please check that your nominated account / credit card details shown on the renewal offer are correct.

If you have opted out of the automatic payment arrangement

If you have opted out of the automatic payment arrangement, and you wish to take up our offer of renewal, you must accept our offer of renewal on or by the renewal date. If you do not, you will have no cover from the renewal date.

If you contact us after the renewal date, we may issue you with a new policy commencing on or after the date you contact us. The premium, excess and terms and conditions of the new policy may change from the renewal offer or we may no longer be able to insure you.

If we do not offer renewal

If we do not offer to renew your policy, we will send you a notice of expiry.

Cancelling the Policy

By you – You may cancel the policy at any time. If you cancel this policy within 21 days of the purchase or renewal date and no claim is made (“cooling-off period”) you will receive a full refund of the premium you have paid.

If you cancel outside the cooling-off period and no claim is made and you have paid an annual premium, we will refund any premium you have paid for the unused portion of your policy, less the early cancellation fee as shown in ‘Fees that may be charged’ and less any government taxes and charges. If you paid your premium by instalments, there is no refund of any part of an instalment you have paid.

By us – We can only cancel your policy when it is permitted by law, e.g. if you do not perform your obligations under the agreement. In such instances, we will refund what is left of the premium you paid, and we will send you written notice of the cancellation to the address last known to us.

If the motorcycle is a total loss, cover under this policy ceases and there is no refund of any premium paid.

Joint Policyholders

If more than one insured are named as the joint policyholders, each gives authority to the other to amend or cancel this policy. We may treat any change requested by one of the joint policyholders as coming from all joint policyholders.

The Cost of Insurance

The price we quote for insurance is at our sole and unrestricted discretion. It will be based on the profile of the risk to be covered and any other factors we may choose.

Risk Factors that may affect your premium

Other than the type of cover you select, there are many factors that may affect your risk profile and as a result, determine the price you pay for insurance.

When determining the premium you pay, we consider:

- ▶ the type of cover you select,
- ▶ the risk factors that apply to you,
- ▶ your insurance history,
- ▶ policy options you have selected,
- ▶ your excess(es),
- ▶ any discounts that apply,
- ▶ intermediary commissions, and
- ▶ government charges, taxes or levies.

Minimum premiums may apply.

Although your risk profile, and associated factors, may not change from year to year, it is likely that the renewal price of your insurance will increase or decrease.

Paying annually or by Instalment

You can pay annually or by instalments. If you choose to pay by instalments the total premium may be higher, and fees will apply. We will tell you both the total annual and instalment amounts, so you will know the difference. Payment details and due dates will be advised to you. The total payable includes government charges.

If you do not pay for the policy:

- ▶ If an instalment is overdue by 14 days or more, we can refuse to pay a claim.
- ▶ If an instalment is overdue by at least one month, the policy is cancelled automatically without notice to you.

Fees that may be charged

Once you have taken out a policy, our agent, as shown on your Insurance Certificate, may charge any of the fees below (if applicable):

Early Cancellation	\$40.00
Monthly Instalment Processing	12 payments of 66 cents per \$100 of premium or part thereof.

Making a Claim

How we may settle your claim

If you make a claim with us, we may settle your claim by:

- ▶ repairing the motorcycle – see ‘Repairs to the Motorcycle’
- ▶ paying you the reasonable cost of repairing the motorcycle – we may decide not to authorise the repairs to the motorcycle but instead, pay you the reasonable cost of satisfactory repairs as determined by us
- ▶ paying your claim as a total loss – see ‘Total loss of the motorcycle’
- ▶ choosing the method of settlement and repairer or supplier for other applicable policy benefits and pay up to the specified limit for a particular benefit.

Recovery, relocation, towing and storage of the motorcycle

When you make a claim with us, you authorise us to recover, relocate, transport and store the motorcycle. We will pay for the reasonable cost to transport the motorcycle between locations to assist with the inspection, repair and settlement of your claim.

We will not pay for any costs associated with the storage of the motorcycle before you make a claim with us or after your claim has been paid.

Excess payable on claims

- ▶ Payment of an excess helps to reduce the number of small claims and keep down your insurance premiums.
- ▶ An excess is the first amount you must contribute towards the cost of each incident which is the subject of a claim, except when an excess is waived (see below).
- ▶ The total excess you may have to contribute to a claim is the sum of the Basic Excess and all of the Additional Excesses which apply to the rider of the motorcycle.
 - ▶ Basic Excess applies to all claims. You may be able to choose a different basic excess to obtain a higher or lower premium.
 - ▶ Additional Excesses apply as follows when the motorcycle is ridden by a person who:
 - ▶ is under 21 years of age
 - ▶ is aged 21 to 24 years inclusive
 - ▶ has not held an open Australian motorcycle licence for at least 2 years
 - ▶ is not listed as a rider on the Insurance Certificate.
- ▶ We will advise you of all excess amounts when you apply for insurance. Excess amounts are shown on your Insurance Certificate.
- ▶ We will tell you when and how to pay us the total excess.

Excess waived

You do not have to pay any excess if the motorcycle is involved in a no fault accident with another vehicle.

Goods and Services Tax (GST)

If you are registered for GST and therefore were entitled to claim an input tax credit (ITC) on your premium, then this ITC entitlement needs to be provided to us each time you make a claim. A full GST entitlement would be a 100% ITC entitlement. If you give us incorrect GST information, we will not be responsible for the GST liability you might incur.

A claim payment made for a total loss will be reduced by GST to the extent of your ITC entitlement, if applicable. Other claim payments may also have your ITC entitlement taken into account.

Any claim payment made where GST is deducted as described above, will be considered to be made in full.

Repairs to the Motorcycle

For your convenience, if we decide to authorise repairs to the motorcycle, we may:

- ▶ appoint a repairer from our repair network to conduct the repairs,
- ▶ determine the most suitable method of repairs based on the damage to the motorcycle, and
- ▶ manage the entire process on your behalf.

Choice of Repairer

You may choose to nominate your preferred repairer if the 'Choice of Repairer' option is shown as included on your Insurance Certificate. See 'Optional Benefits' for details.

Authorising repairs

- ▶ We will only pay for repairs authorised by us. You, or any other person, must not carry out repairs to the motorcycle without our written authorisation, except for essential repairs of up to \$500 to allow the motorcycle to be ridden immediately after an accident.
- ▶ You must allow us to inspect the motorcycle at a location nominated by us before repairs are undertaken or the damaged motorcycle is sold.
- ▶ You must allow us to arrange for the motorcycle to be relocated or transported to a repairer or location nominated by us.
- ▶ You must not give anyone else an interest in this policy including assigning the rights to repair the motorcycle to another party without our written agreement.

If you do not comply with these obligations, we may reduce or refuse to pay your claim.

Parts used to repair the motorcycle

- ▶ When repairing the motorcycle we may use new, recycled or aftermarket parts that meet the requirements of Australian Design Rules and which are consistent with the motorcycle's age and condition, and otherwise do not affect the safety, structural integrity or utility of the motorcycle. If a part is unobtainable in Australia, we may pay you the manufacturer's last known list price, or the list price of the closest equivalent part that is available.
- ▶ Our duty is to return the motorcycle to the condition it was in immediately before the damage occurred. We do not replace, repair or repaint undamaged areas of the motorcycle to create a uniform appearance, e.g. we will not pay to paint parts not damaged as a result of the incident or replace both wheels if only one is damaged. If we do agree to additional repairs, painting or parts which improve the condition of the motorcycle, you may have to pay for the cost of the improvement.
- ▶ We will not cover any additional costs that may result if there is a problem getting parts or if the repair is delayed.

Damaged identification plate or label

If the motorcycle is fitted with an identification plate or label, such as a VIN plate, and it is damaged as a result of an accident that we agree to cover you for, we will source a replacement from the motorcycle's manufacturer. If we are unable to source a replacement, we will attempt to obtain written confirmation of the motorcycle's identity from the manufacturer and repair the motorcycle without replacing the identification plate or label.

Repair guarantee

We will guarantee the quality of repairs authorised by us for as long as you own the motorcycle, subject to all the conditions under 'Authorising repairs'.

Total loss of the motorcycle

If the motorcycle is a total loss and we replace it or pay the amount you insured it for:

- ▶ we will deduct the excess from the total loss settlement we pay you or, if we request it, you must pay the excess to us
- ▶ you must pay any remaining premium for the full period of insurance if you pay your premium by instalments, or we may deduct it from the total loss settlement we pay you
- ▶ the motorcycle becomes our property and we keep the proceeds of any salvage sale and balance of registration available
- ▶ cover under this policy ceases and there is no refund of the premium paid.

Privacy Policy

- ▶ The privacy of your personal information is very important to us.
- ▶ We only collect information from you that is relevant to providing you with products and services. It will only be disclosed to other people involved with the provision of these products and services. These may include:
 - ▶ any insurance intermediary involved in the transaction
 - ▶ service providers where required such as claims assessors, investigators, lawyers or police and affiliated service providers
 - ▶ other insurers, for the purpose of seeking claims recoveries or to assist them to assess insurance risks.

We may also obtain information about you from some of the above.

- ▶ Your information may be held by some of our service providers in overseas locations.
- ▶ You may request access to the personal information we hold about you.

You may view our complete Privacy Policy by visiting our website or writing to our contact address.

Updating Our PDS

The information in this PDS may change from time to time. If any new information is materially adverse, we will issue a new or supplementary PDS. If any new information is not materially adverse, you can obtain a copy of the PDS, at no cost to you, by:

- ▶ contacting us at the address or telephone number shown on your Insurance Certificate, or
- ▶ visiting our website.

Our Service Commitment

We support the General Insurance Code of Practice, a copy of which is available from the Insurance Council of Australia by visiting their website or by telephone.

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, you should:

Step 1 - First, please write to us or call our Customer Services or Claims teams on the number shown on your Insurance Certificate to share your concerns.

Step 2 - Next step, if the matter is not resolved to your satisfaction within 14 days, please contact our dedicated Dispute Resolution Team on 1800 828 848.

Step 3 - Finally, if you are still not happy with our response, you have the option to contact the Australian Financial Complaints Authority (AFCA) which provides a free and independent dispute resolution service. AFCA can be contacted on the details below.

- ▶ Phone on **1800 931 678**
- ▶ Email at **info@afca.org.au**
- ▶ Write to **Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001**
- ▶ Visit **www.afca.org.au**

We also support and are a signatory to the Motor Vehicle Insurance and Repair Industry Code of Conduct, which is intended to promote transparent, informed, effective and co-operative relationships between repairers and insurance companies based on mutual respect and open communication.

Financial Claims Scheme

The Financial Claims Scheme (FCS) provides protection to certain claimants who make valid claims under 'protected policies' in a situation where the insurer is insolvent.

A person entitled to claim under this policy may be entitled to payment under the FCS in the unlikely event that we become insolvent. However, access to the FCS is subject to eligibility criteria.

You can obtain information about the FCS from the APRA website at **www.apra.gov.au** and the APRA hotline on **1300 55 88 49**.

Contact Details

You may contact us by writing to:

Auto & General Insurance Company Limited
PO Box 342, Toowong QLD 4066

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Auto & General Services Pty Ltd, PO Box 342, Toowong Qld 4066
ABN 61 003 617 909 AFS Licence 241411

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