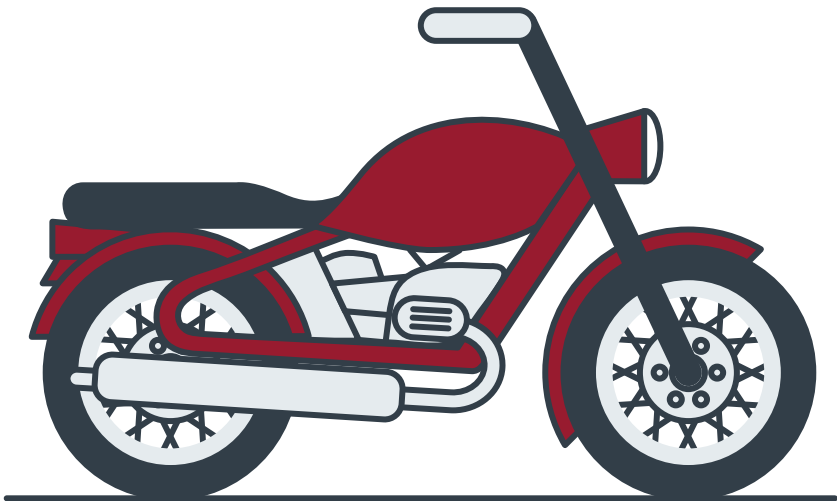


# Motorcycle Insurance



**Budget  
Direct**

## Product Disclosure Statement

Motorcycle Insurance Policy  
General Terms and Conditions

This document prepared on 29 March 2021

## 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.

**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

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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.

| Term                                 | Definition  |
|--------------------------------------|---|
| <b>A</b> <b>accident or incident</b> | An event that is sudden, unforeseen, unexpected and unintended by you.  |
| <b>agreed value</b>                  | The amount we agree to insure the motorcycle for, during each term of 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.   |
| <b>at fault claim</b>                | Any claim which cannot be recovered from another party, either in part or in full, such as: <ul style="list-style-type: none"> <li>• an accident where, given all available evidence, it is reasonable for us to decide the rider of the motorcycle is partially or entirely at fault,</li> <li>• an accident where, given all available evidence, it is reasonable for us to decide the driver of the other vehicle or another person is entirely at fault but you cannot tell us, or we cannot obtain, their full name, residential address and vehicle registration number,</li> <li>• theft, attempted theft or a malicious act,</li> <li>• storm, wind or hail,</li> <li>• fire, or</li> <li>• an accident involving an animal.</li> </ul> |
| <b>C</b> <b>communicable disease</b> | Any disease which can be transmitted from organism to organism via any substance or agent (for example, a virus or bacterium) where the disease, substance or agent can: <ul style="list-style-type: none"> <li>• cause or threaten damage to human health or human welfare, or</li> <li>• cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.</li> </ul>   |
| <b>compact hire car</b>              | A car that is categorised as compact by us or the hire car company we select.   |
| <b>computer system</b>               | Any computer, hardware, software, communications system, electronic device, server, cloud or microcontroller that forms part of or is associated with the motorcycle, and any associated input, output, data storage device, networking equipment or backup facility.   |
| <b>D</b> <b>data</b>                 | Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed processed, transmitted or stored by a computer system.   |
| <b>H</b> <b>household member</b>     | A person who normally resides with the regular rider.   |

| Term                                  | Definition   |
|---------------------------------------|--|
| <b>M</b> <b>market value</b>          | The reasonable cost to replace the motorcycle with one of the same make, model, age and condition as the motorcycle at the time of the loss or damage.   |
| <b>motorcycle</b>                     | 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.   |
| <b>N</b> <b>no fault accident</b>     | An accident where, given all available evidence, it is reasonable for us to decide the driver of another vehicle, or another person, is entirely at fault, and you tell us, or we can obtain, their full name, residential address and vehicle registration number.                            |
| <b>P</b> <b>personal effects</b>      | 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.   |
| <b>R</b> <b>regular rider</b>         | The person who rides the motorcycle most frequently. The person you disclosed is shown on your Insurance Certificate.  |
| <b>rider</b>                          | Any person operating, using, or in charge of the motorcycle.   |
| <b>riding gear</b>                    | 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.  |
| <b>S</b> <b>substitute motorcycle</b> | 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.   |
| <b>T</b> <b>total loss</b>            | The motorcycle is: <ul style="list-style-type: none"> <li>• stolen and not recovered, or</li> <li>• damaged to the extent that, having considered all available information and relevant laws, it is reasonable for us to decide that it would be unsafe or uneconomical to repair.</li> </ul> |
| <b>W</b> <b>we, us, or our</b>        | The product issuer named on the front page of this PDS.  |
| <b>Y</b> <b>you or your</b>           | 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. If the motorcycle is unsafe to ride as a result of the damage, we will also pay the reasonable cost of:

- recovery of the motorcycle,
- transporting 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.

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.

If your transport and accommodation costs are more than this amount, you will have to pay the additional costs.

**New Motorcycle Replacement** – If you purchased the motorcycle new or as a demonstrator model from a licensed dealer who was the first registered owner and with less than 5,000 kilometres at the time of purchase, 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. We will also pay the first 12 months cost of registration and compulsory third party insurance for the replacement motorcycle.

If a new replacement motorcycle is not available in Australia, we will pay you the amount you originally paid for the motorcycle.

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 (including legal costs) arising from one event is \$20 million (including GST), less any applicable excess.

We will 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.

If we accept your liability claim, we will also pay for your legal costs if:

- we instruct our lawyers to act in connection with the claim,
- you incur the legal costs with our prior authorisation, or
- it was reasonable for you to incur the legal costs prior to us authorising them.

### **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
- any liability arising from any agreement or contract you enter into unless the legal liability would have existed regardless of the agreement or contract.

## 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, transporting and storage of the motorcycle if it was unsafe to ride as a result of the damage.

### **Hire Car Following Theft**

If we accept your claim for the theft of the motorcycle, we will reimburse you the reasonable daily cost of a compact hire car from the date of the theft until the first of the following occurs:

- the motorcycle is recovered undamaged and returned to you,
- the motorcycle is repaired,
- your claim is paid,
- 14 days of hire have been used, or
- you reach the maximum amount payable under this benefit of \$1,000.

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 hire 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 loss or damage to the motorcycle, up to its market value, and the reasonable cost of recovery, transporting and storage if it was unsafe to ride as a result of the accident.

The maximum we will pay under the section is \$5,000.

We will attempt to contact the driver of the other vehicle to determine:

- who was at fault in the accident, and
- if the vehicle was insured.

We will not provide this cover if:

- we can, within a reasonable timeframe, confirm that the other vehicle is insured, or
- 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 accept your claim we will arrange and pay the daily cost for a compact hire car. You must not arrange you own hire car without our approval.

If we are unable to arrange a hire car for you, we will reimburse you what it would reasonably cost you to fulfil your usual day to day mobility requirements, up to a maximum of \$75 per day.

We will pay for this benefit until the first of the following occur:

- the motorcycle is repaired
- your claim is paid, or
- 14 days of hire have been used.

Where the motorcycle is safe to drive, this optional benefit will only be available from the date:

- the authorised repairs are due to start, or
- we assess the motorcycle to be a total loss.

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 hire 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.

This cover will only apply to riding gear that

- belongs to you or the pillion passenger,
- was less than 10 years old at the time of the incident, and
- was being worn or 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, which may be from our repair network. See 'If you have the Choice of Repairer optional cover' for how this affects your claim.

### 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 make a formal report to the police or relevant authority and, if required, assist them in prosecuting the responsible person(s)
- 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.

However, this exclusion will not apply if the rider was not named in the policy, and you did not know or could not have reasonably known of the above circumstances. In this case we will pay your claim, but the rider of the motorcycle will not be covered for any loss or liability, 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
- loss, damage or liability:
  - deliberately caused by any insured person or any person acting on their behalf
  - caused directly or indirectly by cyber-attack, 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
  - directly or indirectly arising from or caused by, related to or associated with:
    - a communicable disease, or the threat or perceived threat of any communicable disease
    - any loss or alteration of, damage to, or reduction in the functionality, availability or operation of a computer system
    - any loss of use, reduction in the functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data
    - the inhalation of, or fears of the consequences of exposure to or inhalation of asbestos fibres or derivatives of asbestos
  - caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, riot, civil commotion, 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
  - 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, riders, use of the motorcycle, ownership, the place where the motorcycle is normally kept 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
- you report any theft or malicious damage to the police or relevant authority as soon as possible and, if required, assist them in prosecuting the responsible person(s)
- 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
- 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 as soon as possible:

- 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 household members or other 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 the policy outside the cooling-off period, 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 pay your premium by instalments, any premium still owing at the time of cancellation must be paid to us.

**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.

## Joint Policyholders and Authorised People

If multiple people are named as joint policyholders, each person is authorised to act on behalf of all policyholders. You may elect to appoint someone, such as a family member, to represent you as an authorised person with the same authority as a policyholder.

We will treat a statement, act, omission, claim, or request by any policyholder or authorised person as having been made by all policyholders or authorised people. This includes requesting to change the policy, cancel the policy or make a claim under the policy.

## 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,
- paying you the reasonable cost of repairing the motorcycle, or
- paying your claim as a total loss

### 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

An excess is the amount you must pay when you make a claim.

The following excesses may apply to your claim and will be shown on your Insurance Certificate:

- 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 not listed as a rider on the Insurance Certificate, and/or
  - is under 25 years of age, and /or
  - has not held an open Australian motorcycle licence for at least 2 or more years.

More than one additional excess may apply. 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 at the time of the accident.

When you make a claim, we will tell you:

- whether an excess is applicable,
- the total excess amount, and
- when and where you need to pay the excess.

Depending on the circumstances of the claim, excesses might be payable directly to us or we might deduct the excess from any amount we pay you.

### Excess waived

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

## 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.

## Repairing the Motorcycle

### If you do not have the Choice of Repairer optional cover

If we authorise repairs to the motorcycle, we will:

- appoint a repairer from our repair network to conduct the repairs, and
- consult with the repairer to determine the most suitable method of repairs based on the damage to the motorcycle

### If you have the Choice of Repairer optional cover

If the 'Choice of Repairer' option is shown as included on your Insurance Certificate, you may choose to nominate your preferred repairer, which may be a repairer from our repair network.

If your preferred repairer is not a repairer from our repair network, we will:

- require you to provide us with a quotation for the repairs to the motorcycle from your preferred repairer, who must be appropriately qualified to carry out the repairs,
- consult with your preferred repairer to determine the most suitable method of repairs based on the damage to the motorcycle, and
- review the quote to ensure:
  - it is competitive, based on the reasonable cost to repair the motorcycle, and
  - that the repairs will be completed to a satisfactory standard.

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 offer you the option of:

- having the motorcycle repaired by an alternative repairer chosen by us, or
- paying you the reasonable cost to satisfactorily repair the motorcycle.

If the motorcycle is unsafe to ride, we will pay the cost to transport the motorcycle to your preferred repairer up to a maximum of 100 kilometres. If your repairer is further than this, you will have to pay the cost of the additional transportation.

### 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 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 suitable location 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

Our duty is to return the motorcycle to the condition it was in immediately before the damage occurred.

When repairing the motorcycle we will use parts that:

- meet the requirements of Australian Design Rules,
- are consistent with the motorcycle's age and condition, and
- otherwise do not affect the safety, structural integrity or utility of the motorcycle.

These parts may be:

- new,
- recycled, or
- aftermarket.

We will not pay for any additional costs as a result of there being a problem obtaining parts or if the repairs are delayed. If a part is not available, we may pay you the last known price from the manufacturer or supplier, or the list price of the closest equivalent part that is available.

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.

### 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. To be eligible for this guarantee:

- you, or any person, must not carry out repairs to the motorcycle without our authorisation
- you must allow us to inspect the motorcycle at a suitable location before any repairs are undertaken
- 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.

## Paying you the Cost of Repairing the Motorcycle

We will pay you the reasonable cost to satisfactorily repair the motorcycle, if:

- you disagree with our assessment of the repairs to the motorcycle,
- you have the 'Choice of Repairer' optional cover, and
  - the repairer you choose provides a quote that is not competitive, or
  - we consider the repairs would not be completed to a satisfactory standard, or
- parts needed are not available.

When determining the reasonable cost to satisfactorily repair the motorcycle, we will consider:

- the method of repairs that will, as much as possible, return the motorcycle to the condition it was in immediately before the damage occurred,
- current Australian repair industry rates, and
- the use of parts that meet the Australian Design Rules - see 'Parts used to repair the motorcycle'.

We may also obtain a quote from another licensed repairer to help us determine the reasonable cost to repair the motorcycle.

If we pay you the reasonable costs to repair the motorcycle, we will deduct from the settlement:

- any excess that applies, and
- an adjustment based on your GST input Tax Credit entitlements, if applicable.

## Paying Your Claim as a Total Loss

The motorcycle is a total loss if it is:

- stolen and not recovered, or
- damaged to the extent that, having considered all available information and relevant laws, it is reasonable for us to decide that it would be unsafe or uneconomical to repair.

If the motorcycle is a total loss we will:

- pay you the market value,
- pay the agreed value as shown on your Insurance Certificate, or
- replace the motorcycle or, where this is not possible, pay you the amount you originally paid for it, if the New Motorcycle Replacement additional benefit applies.

### Paying you the total loss settlement

If we pay you the market value or agreed value as shown on your Insurance Certificate, or the amount you originally paid for the motorcycle under the New Motorcycle Replacement additional benefit:

- we will deduct from the total loss settlement;
  - any excess that applies,
  - any remaining premium for the full period of insurance if you pay your premium by instalments, and
  - an adjustment based on your GST Input Tax Credit entitlements, if applicable,

- 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.

### Replacing the motorcycle

If we replace the motorcycle under the New Motorcycle Replacement additional benefit:

- You must pay any excess that applies,
- you must pay any remaining premium for the full period of insurance if you pay your premium by instalments,
- the motorcycle becomes our property and we keep the proceeds of any salvage sale and balance of registration available, and
- 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 subscribe to the **General Insurance Code of Practice**, which among other things sets out the standards that general insurers must meet when providing services to their customers, as well as timeframes for insurers to respond to claims and complaints from customers. Please refer to [codeofpractice.com.au](http://codeofpractice.com.au) for further information.

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.

### What Happens if You Have a Problem With Our Service

We want to resolve any complaint or dispute you have as quickly as possible. The following steps are part of our complaint and dispute resolution process.

#### Step 1 - Contact us

The best place to start is to contact our Customer Service Team

Visit [budgetdirect.com.au/dispute-resolution](http://budgetdirect.com.au/dispute-resolution)

Email [customercare@autogeneral.com.au](mailto:customercare@autogeneral.com.au)

Call **1300 306 560**

#### Step 2 - Resolve

Our teams will try to resolve your complaint or dispute immediately and will provide you with a reference number.

#### Step 3 - Escalate

If we are unable to resolve your complaint or dispute to your satisfaction, we will escalate it to our Customer Disputes Resolution team for review.

Our Customer Disputes Resolution team will work together with you to try to resolve your complaint.

### Australian Financial Complaints Authority

Our aim is to resolve complaints within 30 days. If we are unable to finalise your complaint within this time, we will let you know the reason for the delay and provide the contact details for the external dispute resolution scheme run by the Australian Financial Complaints Authority (AFCA).

If you are dissatisfied with our final decision you can also contact AFCA directly.

Call 1800 931 678 (free call)

Email [info@afca.org.au](mailto:info@afca.org.au)

Mail GPO Box 3, Melbourne VIC 3001

AFCA independently resolves disputes between financial service providers (like insurers) and their clients.

## 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 [apra.gov.au](http://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**

Contact details

 1300 306 560

 [budgetdirect.com.au](http://budgetdirect.com.au)