NATIONAL MOTORCYCLE INSURANCE

Product Disclosure Statement

www.nationalmotorcycleinsurance.com.au

Preparation date: 19 August 2025 | Effective date: 1 October 2025

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1. INTRODUCTION

ABOUT THE INSURER

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories.

Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

ABOUT NM INSURANCE AND ITS SERVICES

National Motorcycle Insurance is a business name of NM Insurance Pty Ltd (ABN 34 100 633 038, AFS Licence Number 227186). In this PDS, National Motorcycle Insurance is referred to as NM Insurance.

NM Insurance is an underwriting agency and has been given a binding authority by the insurer, Zurich Australian Insurance Limited (ABN 13 000 296 640, AFS Licence Number 23250) (ZAIL or Zurich), which allows NM Insurance to arrange and administer this insurance product (within the terms of the binding authority). In doing so, NM Insurance acts for Zurich and not You.

NM Insurance provides general advice on and, arranges and administers, this insurance product, and any subsequent Policy issued, under its own AFS Licence. Any general advice is provided on behalf of NM Insurance and does not take into account Your objectives, financial situation or needs so consider whether this insurance product is appropriate for You having regard to these things.

Our contact details are:

NM Insurance
Level 7, 99 Walker Street, North Sydney NSW 2060
Telephone: (02) 8287 3790
Email: customerservice@nminsurance.com.au

WE, US OR OUR

We, Us or Our means Zurich Australian Insurance Limited (ZAIL) and includes NM Insurance when acting as an agent of ZAIL.

UNDERSTANDING

So that You understand exactly what Your insurance covers and does not cover, make sure You read the cover sections as well as the limits (including any Excess), conditions and exclusions that apply. Also read the exclusions and limitations which apply to certain cover and the General Exclusions which apply to all covers. Other limitations, conditions or exclusions may be listed in other documents which make up the Policy.

COOLING OFF PERIOD

If You decide that the Policy doesn't meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within 21 days of the start of Your insurance by writing to Us, calling Us or emailing Us (this also applies to each renewal). If You do so, You will receive a full refund of any premiums paid for the Policy (less any taxes or duties We cannot recover). Even after this cooling off period ends, You still have cancellation rights (see page 29 of this PDS).

REPAIR QUALITY GUARANTEED

If We choose and instruct a repairer to repair any of Your Motorcycle, We guarantee the quality of those repairs for as long as You are the owner of the Motorcycle, subject to and in accordance with relevant law.

SERVICE

We are here to answer any questions You have about Your cover.

If You have any questions about this insurance or would like to update or change Your cover, please:

Call: 1300 960 437
Write to National Motorcycle Insurance: P.O. Box 6156, North Sydney NSW 2060
Visit: www.nationalmotorcycleinsurance.com.au
Call claims: 1300 960 248

ELECTRONIC COMMUNICATION

We prefer to communicate with You and send correspondence (including Policy documents) to You via email, and will do so unless You tell Us not to.

We will consider any Policy documents We send to You electronically to have been received by You 24 hours after sending them.

You agree by entering into the Policy that We may use the email address provided by You for all communications. You are responsible for making sure You provide Us with Your correct email address and telling Us if it changes.

WHAT TYPES OF COVER CAN YOU APPLY FOR?

There are three types of cover to apply for:

- **Comprehensive Cover –** this provides You with cover for loss of or damage to Your Motorcycle as the result of an Accident, the Insured Events of Malicious Acts, Storm, Flood, Fire, Theft and Transit Damage (as defined) and Third Party Liability cover. This is the broadest cover We offer. (See page 17 for details.)
- **Third Party, Fire and Theft Cover –** this provides You with cover for loss or damage to Your Motorcycle caused only by the Insured Events of Fire and Theft (as defined) and Third Party Liability cover. (See page 17 for details.)
- **Third Party Liability Cover only –** this only provides cover for Your liability to third parties and not for loss of or damage to Your Motorcycle. (See page 17 for details.)

CHOOSE YOUR COVER

The cover You choose will be set out in Your Certificate of Insurance. If You choose to add an optional benefit this will be set out in Your Certificate of Insurance. What You are covered for in the cover You choose is set out below:

What You are covered for	Comprehensive Cover	Third Party, Fire and Theft Cover	Third Party Liability Cover
Accidental Damage	Yes	No	No
Fire	Yes	Yes	No
Malicious Acts	Yes	No	No
Storm and Flood	Yes	No	No
Theft	Yes	Yes	No
Transit (whilst being transported on a Trailer)	Yes	No	No
Third Party Liability Cover	Yes	Yes	Yes
Automatic Additional Cover benefits			
Rider Plus Cover (Loan Balance Assistance, Car Hire and Personal Items)	Yes	No	No
Excess Waiver for Accident Damage only to Rims or Tyres	Yes	No	No
Salvage Costs	Yes	No	No
Repatriation Costs	Yes	No	No
Riding Gear Cover	Yes	No	No
Keys and Locks	Yes	No	No
Replacement Motorcycle	Yes	No	No
Excess Protection	Yes	No	No
Motorcycle Trailer	Yes	No	No
Emergency Repairs	Yes	No	No
Optional Benefits			
Lay Up Cover	Available	Not Available	Not Available

Please note that this is a limited summary of the available covers only and not a full description. Each cover noted is subject to terms, conditions, exclusions and limitations, so read the cover sections and the Policy to properly understand the cover provided. You are not automatically insured for every Insured Event.

You need to ensure that the cover You choose is suitable for Your needs and that the level of cover provided is adequate.

Additional and Optional Cover may also apply under Comprehensive Cover. See pages 18-20 for details. You will only have cover under Optional Cover that You have chosen and is shown on Your Certificate of Insurance.

SUM INSURED

Where We cover You for loss of or damage to Your Motorcycle. We agree to cover Your Motorcycle up to a certain maximum amount. There are two options that may be available to You depending on Your circumstances:

- **Agreed Value** – this is the amount shown on Your Certificate of Insurance that we have Agreed to cover your Motorcycle for. The Agreed Value includes all Modifications and Accessories nominated at the commencement of each Period of Insurance. You should review your Agreed value prior to each renewal of your insurance cover.

- **Market Value** – his means the amount We determine the market would pay for Your Motorcycle immediately prior to the Insured Event. We consider the age and condition, as well as kilometres travelled immediately prior to the Insured Event and may consider industry publications to help determine the amount. Market Value includes an allowance for Modifications and Accessories that are added to your Motorcycle and noted on Your Certificate of Insurance. Market value does not include any warranty costs, future stamp duty, transfer fees, or allowance for dealer profit.

REPLACEMENT MOTORCYCLE

If Your Motorcycle was purchased new and You are the first registered owner of the Motorcycle, you may be eligible for a replacement motorcycle. (Refer to Additional Cover on page 19).

APPLYING FOR COVER

When You apply for this insurance, You will need to answer questions that We ask You. We will use and rely on the information supplied by You to decide the terms of cover We will provide. See page 8 for information about Your Duty To Take Reasonable Care Not to Make a Misrepresentation.

The Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your Motorcycle, any Excess that will apply and whether any standard terms have been varied by way of endorsement.

Where We agree to enter into a Policy with You, Your Policy with Us is made up of:

- this PDS document;
- Your Certificate of Insurance; and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary product disclosure statements (PDS) issued by Us.

Please keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

DETERMINING YOUR PREMIUM

When You buy Your insurance, We will tell You the premium You must pay and note it in Your Certificate of Insurance.

The factors that impact the premium include:

- Your Excess. The higher the applicable Excess, the lower the premium.
- The limits that apply. The higher the limits, the higher the premium.
- The make, model and value of Your Motorcycle. If Your Motorcycle is high-performance or rare, the premium may be higher.
- The type of Accessories or Modifications to the Motorcycle. The more Accessories or Modifications fitted to the Motorcycle, the higher the premium.
- Where Your Motorcycle is stored.
- The age of the riders of Your Motorcycle advised to Us.
- Any Optional Cover You select.

Your total cost also includes an administration fee and amounts that take into consideration Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We set these out in Your Certificate of Insurance.

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge will not be less than this amount.

2. SOME THINGS YOU SHOULD DO WHEN PURCHASING INSURANCE

YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).

Under the Insurance Contracts Act 1984 (Cth) You have a duty to take reasonable care not to make a misrepresentation to Us. This duty applies when You enter into, renew, extend or vary this contract of insurance.

Before You enter into, renew, extend or vary this contract of insurance We will ask You questions that are relevant to Our decision to insure You and on what terms. When You answer the questions You must not give a false or misleading account of matters. Your response should tell Us everything that You know about the question. Your response is relevant to whether We offer You insurance and the terms that are offered.

It is important You understand You are answering Our questions in this way for yourself and anyone else that You want to be covered by the contract.

A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.

CONSEQUENCES OF FAILURE TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

If You do not take reasonable care not to make a misrepresentation to 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 take reasonable care not to make a misrepresentation to Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

CIRCUMSTANCES RELEVANT TO YOUR DUTY

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined with regard to all the relevant circumstances.

If We know, or ought to know about Your particular characteristics or circumstances, these characteristics or circumstances are taken into account in determining whether You have taken reasonable care not to make a misrepresentation to Us.

Under the Insurance Contracts Act 1984 (Cth) the following matters may be taken into account in determining whether You have taken reasonable care not to make a misrepresentation:

(a) the type of consumer insurance contract in question, and its target market;

(b) explanatory material or publicity produced or authorised by Us;

(c) how clear, and how specific, the questions We asked were;

(d) how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;

(e) whether or not an agent/insurance broker was acting for You;

(f) whether the contract was a new contract or was being renewed, extended, varied or reinstated.

You are not to be taken to have made a misrepresentation merely because You:

(g) failed to answer a question; or

(h) gave an obviously incomplete or irrelevant answer to a question.

UNDERSTAND THIS INSURANCE

The Policy provides cover for the covered Insured Events (as applicable) (see page 19). Comprehensive Cover also provides some Additional Cover and Optional Cover benefits (see pages 18-20). There are limits to the cover provided and while some of these are fixed, others may be extended by simply notifying Us of the items You own and their value.

There are also exclusions and limitations which apply to certain cover as well as General Exclusions which apply to all cover under the Policy (see pages 24-25). Your Certificate of Insurance forms part of the insurance cover You have selected.

Certain words have defined meanings You need to understand (see pages 26-28).

You should read this PDS and all other documents that make up the Policy in full to ensure You understand the cover provided as well as the limits, any Excess and exclusions that apply. See pages 34-35 for claim payment examples. This PDS and the information We send You about Your cover is designed to be simple and straightforward to make it easy for You to understand what is included in Your cover and what isn't. So that You understand exactly what this Insurance covers and does not cover, make sure You read this Product Disclosure Statement ("PDS") and the Policy wording ("Policy") which is found at Section 7 of this document.

3. THINGS YOU MUST DO AFTER PURCHASING INSURANCE

CHECK YOUR POLICY DETAILS

Check the Policy and read and check Your Certificate of Insurance carefully. If any information is incorrect or incomplete, please make all necessary changes promptly by calling Us on 1300 960 437. We rely on You to do this.

MAINTAIN THE MOTORCYCLE

Throughout the duration of the Policy, You must maintain Your Motorcycle in a Roadworthy Condition, in a safe operating condition.

The Motorcycle may no longer be in a Roadworthy Condition or in a safe operating condition immediately after an Incident. It is important that You do not Ride it after an Incident if it is no longer in a Roadworthy Condition or safe to Ride.

You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. If You make a claim and knew about something that could cause loss or damage to Your Motorcycle and You did not make reasonable efforts to avoid it before the loss or damage occurred, then Your claim may not be paid. If You do suffer loss or damage to Your Motorcycle You must also make reasonable efforts to prevent any further loss or damage.

CHECK THE FOLLOWING PRIOR TO GIVING ANY PERSON PERMISSION TO RIDE YOUR MOTORCYCLE ON A PUBLIC ROAD:

- Is their driver's license invalid and/or suspended or cancelled?
- Does the Rider not meet the Special Conditions section noted on Your Certificate of Insurance?
- Does the Rider have any conditions, restrictions or terms applied to their driver's license that may limit their ability to legally Ride the Motorcycle? Examples of these special conditions, restrictions or terms may include but are not limited to: learner's permit restrictions; certain hours of operation only (e.g. day time or night time); and certain motorcycles deemed high-powered (performance) vehicles by the relevant State or Territory Government Department or Road Transport Authority.

If yes, You must not give permission or We may reduce or refuse to pay a claim and/or cancel the Policy to the extent permitted by law.

PAYING YOUR PREMIUM

You must pay the premium in full by the due date. If We do not receive Your premium by this date We may cancel the Policy in accordance with the Insurance Contracts Act 1984 (Cth). If You have made a claim We may also reduce the amount We pay by the amount of the outstanding premium.

4. INSURING YOUR MOTORCYCLE

WHAT IS YOUR MOTORCYCLE?

For the purpose of the Policy Your Motorcycle means the Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications. Motorcycle includes any Substitute Motorcycle for Third Party Liability Cover only.

WHAT IS AN EXCESS?

Excess means the first amount or amounts You must bear when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted within the Policy. More than one Excess can apply. Any Excess applicable to Your cover will be shown on Your Certificate of Insurance. There is a Basic Excess which applies to all claims under the Policy, The factors that We take into account in assessing Your Basic Excess are the same as those that We consider when We assess Your premium (see page 7). There is an Additional Age Excess and if it applies it must be borne in addition to the Basic Excess. There is an additional Excess that may also apply in addition to any other Excess if the Rider is not a Listed Rider on Your Policy.

BASIC EXCESS

The Basic Excess is the standard Excess applicable to all Riders claims and is specified in the Certificate of Insurance. The factors that We take into account in assessing Your Basic Excess are the same as those We consider when We assess Your premium.

ADDITIONAL AGE EXCESS

The Additional Age Excess is based on the age of the Rider at the time of the incident giving rise to a claim.

If an Additional Age Excess applies, the amount will be shown on the Certificate of Insurance.

The Additional Age Excess must be borne in addition to the Basic Excess that applies in the event of a claim.

LISTED RIDER EXCESS

Should Your Motorcycle be Ridden by any person other than a Listed Rider an additional Excess of $500 will be applied to each claim.

However, this additional Excess will not apply:

- when loss or damage by fire occurs without impact, collision or Malicious Damage
- if the Motorcycle is stolen; or
- when loss or damage occurs while the Motorcycle is in the hands of a repairer or sales outlet for service, repairs or sales purposes.

For some claims the excess waiver or excess protection cover benefits in the Additional Covers (pages 18-20) may apply.

INEXPERIENCED RIDER EXCESS

The Inexperienced Rider Excess applies when the rider at the time of the incident has not held any Australian motorcycle licence for 3 or more years.

This Excess must be paid in addition to the Basic Excess that applies in the event of a claim.

However, this additional excess will not apply:

- when the incident is a result of fire, flood or explosion;
- If Your Motorcycle is stolen; or
- If Your bike is damaged whilst parked.

For some claims the excess waiver or excess protection cover benefits in the Additional Covers (pages 18-20) may apply.

THEFT EXCESS

The Theft Excess is an amount You must pay in the event of Your Motorcycle being stolen.

If a Theft Excess applies, the amount will be shown on the Certificate of Insurance.

The Theft Excess must be paid in addition to the Basic Excess that applies in the event of the Motorcycle being stolen.

GOODS AND SERVICES TAX (GST)

INFORMATION YOU MUST GIVE TO US

If You are registered, or required to be registered, for Goods and Services Tax ("GST") purposes You must provide Us in writing with Your Australian Business Number ("ABN") when requested. You must also advise Us in writing what Your Input Tax Credit ("ITC") entitlement is for the insurance premium either:

1. on or before entry into, renewal or variation of this Policy; or
2. if permitted under the GST Law, at any other time at or before You first notify as soon as is practicable Us of a claim under this Policy.

If You have told Us Your ITC entitlement under (1) above and Your ITC entitlement later alters, You must tell Us as soon as is practicable in writing about that alteration.

If You are registered and You cease to be registered for GST purposes You must tell Us as soon as is practicable in writing.

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay as these amounts specified are GST inclusive amounts. However, if You are or would be entitled to claim any input tax credit for the repair or replacement of the Motorcycle or for other things covered, We will reduce any payment for a claim under the Policy by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your any incorrect advice concerning or omission to tell Us about, Your GST registration or entitlement to input tax credits.

GST AND CLAIMS

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay.

However, if You are or would be entitled to claim any input tax credit for the repair or replacement of Your Motorcycle or for other things covered, We will reduce any claim under the Policy by the amount of such input tax credit. You must advise Us of Your correct input tax credit percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.

OTHER PARTY'S INTEREST

We only cover Your interest in Your Motorcycle, unless We specifically include cover for the interest of another party.

You must tell Us of the interests of all parties (e.g. credit providers or other owners) who You want their interests to be covered by the Policy.

We will cover their interests only if You have told Us about them and We have noted them as an Interested Party on Your Certificate of Insurance.

IF YOU HAVE BORROWED MONEY TO BUY YOUR MOTORCYCLE

If an Interested Party is noted on Your Certificate of Insurance as having an interest in Your Motorcycle and You have a claim and We agree to settle on a cash basis, We have the option of making this payment to the Interested Party in full or part settlement of Your claim.

In this situation We will pay the Interested Party the amount We agree to settle the claim, up to the amount outstanding under Your loan account or finance contract, whose receipt will discharge Us completely in relation to the loss or damage.

If Your Motorcycle is a Total Loss and You have a remaining balance on Your Loan, a Loan Balance Assistance benefit, of up to $2,500 for Comprehensive Cover may also be available.

REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS

When We pay a claim for Your Motorcycle that is not a Total Loss, or repair an item, the relevant Sum Insured for Your Motorcycle or item will be automatically reinstated to the same amount shown in the Certificate of Insurance unless We tell You otherwise in writing.

IF YOUR MOTORCYCLE IS A TOTAL LOSS

If We pay You a Total Loss Payout under the Policy, Your Motorcycle (or what's left of it) including any Accessory or Modification will become Our property and We will keep the proceeds of any salvage sold.

If We agree to pay Your claim for a Total Loss, We'll pay You the Market Value, unless an Agreed Value is noted on Your Certificate of Insurance, minus any Excess that may apply. There are also Additional Cover benefits that may apply.

If We pay You a Total Loss Payout, the Policy will cease and no refund of premium will be available.

This is because all of Our obligations under this Policy will have been met.

5. MAKING A CLAIM

WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

PROVIDE PROOF OF OWNERSHIP

In the event of a claim, You must provide proof of value, proof of purchase, and/or ownership of any Motorcycle for which You claim.

NOTIFY US OF ALL INCIDENTS WITHIN THIRTY (30) CALENDAR DAYS

You must notify Us of any Incidents involving Your Motorcycle within thirty (30) calendar days of becoming aware of the Incident/s. The details that must be provided where reasonably possible, include: the location, date and time of the Incident; the particulars (name, address, phone number, license number, insurance company) of any Third Party that was involved in the Incident; and a description of the circumstances surrounding the Incident. This requirement applies whether You intend to claim or not. Failure to do so may prejudice You in lodging a claim or may prejudice Us in defending a claim against You from a Third Party.

If an event occurs that is likely to result in a claim, the following checklist will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly. Not all items may be applicable to Your claim.

FIRST YOU SHOULD:

- report the event to the police or other authority;
- notify the police if the event involves theft, attempted theft, malicious damage or impact;
- do what You can to prevent any further loss, damage, cost or liability;
- call Us on 1300 960 248 or
- email: claims@nationalmotorcycleinsurance.com.au

TO ENSURE YOUR RIGHTS AND INTERESTS ARE PROTECTED, AS WELL AS OUR RIGHTS AND INTERESTS UNDER ANY POLICY ISSUED:

You must never, without Our consent:

- admit guilt, fault, or liability (except where required by law);
- offer or negotiate to pay a demand or claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- dispose of any damaged property (so as to preserve property and evidence for inspection, investigations and/or testing).

WE MAY ALSO REQUIRE YOU TO:

- provide Us with the proof that We require regarding lost or damaged items;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us; (sometimes under oath);
- keep items that have been damaged and allow Us to inspect them or assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;

- send Us any communication You receive relating to the claim (including telling Us of pending court proceedings or offers of settlement within 24 hours of You receiving the communication, to enable Us to take the necessary steps to protect Your and Our interests);
- help us as We negotiate, defend, or settle any claim made under the Policy, and prosecute in Your name, at Our expense and for its own benefit, any recovery against any person(s); and We will, whenever practically reasonable, inform You of the progress of any claim and/or defence or prosecution, and/or consult with You as to Your interests or concerns in relation to any claim, defence or prosecution, but You agree that We will have ultimate discretion in the conduct of any claim or defence or prosecution and in the settlement of any claim brought against You that We have conduct of;
- tell Us about any other insurance that may be relevant to the claim.

HOW DO WE SETTLE A COVERED CLAIM?

If Your Motorcycle or another item is covered under the Policy We will:

- repair or replace Your Motorcycle or relevant item;
- pay You the reasonable cost of repairing or replacing Your Motorcycle or relevant item; or
- pay You up to the Agreed Value or Market Value (whichever is specified as applicable) of Your Motorcycle.

However, We will never pay more than the relevant Sum Insured and/or applicable limit specified in the Policy or on Your Certificate of Insurance less any applicable Excess.

You must pay Your Excess to Us, or to any repairer We engage to repair Your Motorcycle. If We pay You the Agreed or Market Value We will deduct Your Excess from the amount We pay.

If We accept Your claim and Your Motorcycle is less than 5 years old from date of first registration We will pay for repairs and replace damaged parts on a new for old basis up to the Agreed Value or Market Value, whichever is applicable. Where possible We will use the manufacturer genuine parts.

If a Motorcycle is over 5 years, We may utilise second-hand or non-manufacturer genuine parts.

If We pay You the reasonable cost of repairing or replacing the damage to Your Motorcycle, this payment will be based on the cost to repair or replace as near as possible to its appearance and condition immediately prior to the claimed loss or damage.

REPAIR INDUSTRY CODE OF CONDUCT

This Insurer complies with the Motor Vehicle Insurance and Repair Industry Code of Conduct.

You can choose a repairer, or We can recommend one for You. If We do not accept Your choice of repairer, You must still cooperate with Us to select another repairer that We both agree on.

When Your Motorcycle is repaired, the repairer may use re-usable parts or parts that are not manufactured by a supplier to the Motorcycle's original manufacturer which:

- are consistent with the age and condition of the Motorcycle;
- do not affect the safety or the structural integrity of the Motorcycle;
- comply with the Motorcycle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the Motorcycle; and
- do not void or affect the warranty provided by the Motorcycle manufacturer.

In repairing Your Motorcycle, We may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs. We guarantee workmanship of the repairs authorised by Us.

This guarantee is for the life of the Motorcycle and is in addition to Your statutory rights against the repairer and warranties that You have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by Us to be rectified at no cost to You, if We agree that the repairs are defective. Before We can arrange for any defective repairs to be rectified, You must give Us the opportunity to inspect the Motorcycle.

CLAIM RECOVERY

We reserve the right to take action to recover any money paid by Us as a result of a claim. When We do this, We may need to take such action in Your name. You must cooperate with Us and give Us any information We may require. We will pay for any legal costs.

AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

In the event of payment under the Policy for loss in respect of a claim, We shall be subrogated to the extent of such payment to all of Your rights of recovery in respect of payment and We may elect to pursue and exercise such rights in Your name. You shall provide Us with all reasonable assistance and co-operation, including the execution of all papers and documents reasonably required and shall do everything that may be reasonably required to secure any rights to enable Us effectively to bring suit in Your name, whether such acts shall be or become necessary before or after payment by Us.

Where We elect to exercise these rights We will, where it is reasonable to do so, consult with You and take into account Your interests or concerns regarding enforcement of such rights. You shall do nothing to prejudice Our rights.

Waiving of subrogation rights without Our consent may result in a reduction of the amount We will pay under the claim directly proportional to how Our rights of recovery have been prejudiced.

WHEN WE MAY REFUSE A CLAIM

We may refuse or reduce the amount We pay In relation to a claim (to the extent permitted by law) if amongst other things:

WHEN MAKING A CLAIM, YOU:

- are not truthful;
- have not given Us, or refuse to give full and complete details; or
- have not told Us something You should have.

YOU DO NOT AT ALL TIMES TAKE REASONABLE CARE TO:

- prevent Theft of the Motorcycle;
- protect Your Motorcycle against any initial or further loss or damage;
- keep Your Motorcycle in good order.

YOU DO NOT GIVE US THE DOCUMENTATION AND INFORMATION WE MAY NEED TO HELP US DECIDE ON ANY AMOUNT THAT WE MAY PAY YOU.

YOU DO ANY OF THE FOLLOWING WITHOUT OUR KNOWLEDGE AND CONSENT:

- make or accept any offer or payment, or in any other way admit You are liable;
- settle or attempt to settle any claim;
- defend any claim.

CONDUCT OF OTHERS

We understand that there may be circumstances where You are unable to meet certain obligations due to factors beyond Your control. Examples include mental illness, an act of violence, or intimidation or coercion. In such cases, You can contact Us for assistance.

When a claim is not covered due to Your actions under this Policy, We may consider circumstances such as those identified above and provide assistance at Our discretion. This assistance may include making a payment, even though there is no legal obligation to do so and subject to the conditions and limits of the Policy.

This clause does not form part of the terms and conditions and does not confer any contractual or other rights. We aim to approach each situation with sensitivity and fairness, and to act reasonably in the circumstances.

6. OTHER IMPORTANT MATTERS

PERIOD OF INSURANCE

Cover is only provided under the Policy in relation to Insured Events causing loss, damage or liability (as applicable) which occur during the Period of Insurance shown on Your Certificate of Insurance.

LICENSING AND USAGE OF YOUR MOTORCYCLE

Your Motorcycle must at all times be:

- operated in compliance with and within the limits of any licence or government authority restrictions or conditions;
- used for Private Use purposes only.

7. WHAT YOU ARE COVERED FOR

The following cover types only apply if specified as applicable in Your Certificate of Insurance and are all subject to the Policy terms, conditions, limits and exclusions.

COMPREHENSIVE COVER

We will cover You for:

- loss of or damage to Your Motorcycle (caused by an Accident, or by the Insured Events of Fire, Malicious Acts, Storm or Flood, Theft and/ or Transit Damage occurring during the Period of Insurance.
- Third Party Liability Cover as set out below.

THIRD PARTY, FIRE AND THEFT COVER

We will cover You for loss of or damage to Your Motorcycle caused only by the following Insured Events occurring during the Period of Insurance:

- Fire;
- Theft.

Third Party, Fire and Theft Cover also includes Third Party Liability Cover as set out below.

THIRD PARTY LIABILITY COVER

We will cover You for Your legal liability to pay compensatory damages for loss or damage to the property of others where the:

- loss or damage results from an Accident during the Period of Insurance; and
- legal liability results from the use of Your Motorcycle within Australia.

THIRD PARTY LIABILITY COVER INCLUDES COVER FOR LIABILITY RESULTING FROM:

- Your use of another Motorcycle with the permission of its owner provided it is not:
  - owned by You or being leased to You;
  - being purchased or hired to You under any form of hire or purchase agreement.
- any Rider using Your Motorcycle with Your permission.

We will also pay all charges, expenses and legal costs incurred by Us or by You With Our prior consent (not to be unreasonably withheld) in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:

- You are entitled to cover under the Policy; or
- You would be entitled to cover under the Policy if such claim or suit were to be sustained.

MAXIMUM AMOUNTS PAYABLE UNDER THIRD PARTY LIABILITY COVER

The most that We will pay for legal liability resulting directly or indirectly from any claim under this Third Party Liability cover is $20,000,000. This amount includes all charges, expenses and legal costs covered under the above Third Party Liability Cover.

ADDITIONAL COVER APPLICABLE TO COMPREHENSIVE COVER

ADDITIONAL COVER: Subject to other terms and conditions, limitations and exclusions of the Policy, unless stated otherwise, if You have selected Comprehensive Cover and We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. The benefits only apply if any relevant criteria specified for the benefit is met.	Comprehensive Cover
Rider Plus Cover If during the Period of Insurance We accept a claim for a Total Loss to Your Motorcycle, We will cover:	✔
Loan Balance Assistance If an Interested Party receives a Total Loss Payout made under Your Policy, We will pay to the Interested Party any remaining balance due for Your Motorcycle under Your Loan up to a maximum $2,500 per claim.	✔
Car Hire The reasonable cost of a hire car (rather than a motorcycle) up to a maximum of $500. The hire car benefit will cease from the time the first of the following occurs: • after a total hire period of 7 days or the $500 maximum benefit; • when We pay Your claim for a Total Loss. The driver must have a valid license of the correct type and class to drive the hired car. You may be required to provide a deposit with the rental car company for the period You are using the hire car.	✔
Personal Items We will cover You for loss or damage to the following items owned by You caused by the Accident giving rise to the Total Loss up to $500 per item and a maximum $1,000: watch, mobile phone, prescription glasses, sun glasses, jewellery. Proof of ownership will be required to substantiate any claim payable under this benefit.	✔
Excess Waiver for Accident damage only to Rims or Tyres If only the Rim(s) and/or Tyre(s) on Your Motorcycle are damaged due to an Accident and as a result the Tyre on the Rim cannot be inflated, We will waive the Excess which would otherwise apply for the damage to the Rims or Tyres. We will also pay for fitting and balancing and wheel alignment costs required due to the Accident up to $1,000. We will only cover Rims and Tyres that fail to seal and cease to be in Roadworthy Condition, and We will only waive the Excess, and pay for the associated fitting and balancing and wheel alignment costs, for a maximum of any 2 items, whether Rims or Tyres, up to a maximum benefit of $2,000, in any Period of Insurance.	✔
Salvage Costs If Your Motorcycle cannot be Ridden following an Accident, We will pay the reasonable cost of removing it to the nearest repairer or place of safety.	✔

ADDITIONAL COVER:

Subject to other terms and conditions, limitations and exclusions of the Policy, unless stated otherwise, if You have selected Comprehensive Cover and We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. The benefits only apply if any relevant criteria specified for the benefit is met.

Comprehensive Cover

Repatriation Costs

We will pay the reasonable cost of accommodation and travel for You and Your Pillion to return to Your home after the Incident if it occurs more than 100 kilometres from Your home to Your Registered Motorcycle and where You could no longer safely Ride Your Motorcycle. You need to arrange the emergency accommodation or transport and We will reimburse You for costs incurred up to a maximum $1,500 per claim.

✔

Riding Gear Cover

In the event of an Accident giving rise to a claim, We will cover Your Riding Gear, if it is lost or damaged in the Accident up to a limit of $1,500 any one item (or a pair) with a maximum of $3,000 any one claim. (There is no cover for loss or damage to Your Riding Gear as a result of theft, giving rise to a claim).

✔

Keys and Locks

Where Your keys and/or lock combinations have been stolen or illegally duplicated in the Period of Insurance We will pay up to $1,500 per claim to replace Your keys and/ or locks. No Excess applicable under this benefit. We do not need to accept a claim for this benefit to apply.

✔

Replacement Motorcycle

If Your Motorcycle was purchased new and You are the first registered owner and insured for Comprehensive Insurance cover under this Policy and is declared by Us to be a Total Loss within:

- 3 years (36 months) from date of original registration,

We will replace Your Motorcycle with another motorcycle of the same make, model or series, subject to the following conditions:

- Comprehensive Motorcycle Insurance was issued by Us and taken out at the time the motorcycle was purchased.
- Comprehensive Motorcycle Insurance has been consistently held up to the time of the incident/loss.
- if it is financed, the financier agrees with Your Motorcycle being replaced.
- The replacement motorcycle must be locally available within 90 days of Your Motorcycle being declared a Total Loss.
- If We do replace Your Motorcycle We will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

Should You not wish to receive a replacement Motorcycle or agreement cannot be reached on a new Motorcycle We will pay You the amount shown on Your Certificate of Insurance or the replacement value of a new Motorcycle of the same make, model or series, whichever is the greater.

The cover under this benefit will end as soon as one of the following occurs:

- Your Policy is cancelled;
- Your Motorcycle is no longer covered by the Policy;
- 36 months from the Motorcycle's original registration;
- Your Motorcycle has been sold.

✔

Excess Protection

We will not apply Your Excess for a claim relating to an Accident that We agree another party was completely to blame, and You provide Us with Your best efforts, with the name, residential address, contact phone number and registration number of the other party. If You and another party were both to blame, this benefit does not apply.

✔

ADDITIONAL COVER: Subject to other terms and conditions, limitations and exclusions of the Policy, unless stated otherwise, if You have selected Comprehensive Cover and We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. The benefits only apply if any relevant criteria specified for the benefit is met.	Comprehensive Cover
Registered Motorcycle Trailer If Your Registered Motorcycle Trailer suffers loss or damage in an Incident for which You have cover for Your Motorcycle under this Policy, it will be covered for its Market Value up to $2,000 per claim. Your Motorcycle Trailer is not covered if the Motorcycle Trailer was Unregistered or could not be legally towed behind Your Motorcycle. We do not need to accept a claim for this benefit to apply.	✔
Emergency Repairs We will cover up to $500 per claim for emergency repairs to Your Motorcycle if it is damaged as a result of an Accident. These repairs include reasonable expenses in repairing Your Motorcycle to a Riding and safe condition in order to get Your Motorcycle to Your home or a repairer. You will only be covered for this benefit should We accept the resultant claim.	✔

OPTIONAL COVER:	Comprehensive Cover
Lay Up Cover If You take this option, the cover for Your Motorcycle under the Policy is restricted to loss or damage occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance, other than during the period midnight Friday night to midnight on the next Sunday night (these times and days are those which are applicable at the home address). This restriction gives You a monthly discounted premium and only applies during the Lay Up Cover period specified on the Certificate of Insurance. You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home address, in Transit or being Ridden (other than during the period midnight Friday night to midnight on the next Sunday night (as stated above), unless Your Motorcycle is being taken to or from a Motorcycle dealership for service or repair.	✔

8. WHAT YOU ARE NOT COVERED FOR

GENERAL EXCLUSIONS

ALL COVER TYPES

Like most insurance policies there are exclusions that apply to all covers.

You are not covered for any loss or damage or liability caused by or resulting from, or the costs incurred from or in connection with:

1. any Motorcycle while it is:
    a. left unattended, unless it is in a locked place of storage or building or the steering has been locked and keys have been removed, or a combination of padlock supported chain or cable or a wheel hub lock has been applied this exclusion applies to claims for the Theft of Motorcycle only;
    b. let out on hire or is used for carrying fare paying passengers;
    c. being tested in preparation for or engaged in any racing, pacemaking, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event;
    d. participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us;
    e. being used other than for Private Use;
    f. not being used for the purpose it was designed such as being used off road or on any ungazetted road;
    g. not used as a motorcycle;
    h. being used illegally, for example wheelies, burnouts, street racing, stoppies or any other reckless use;
    i. being Ridden by any person who does not have a license which is in full force and effect at the time and place of the Accident or is not complying with the conditions of his or her license except:
        i. if he or she is being taught to Ride and is complying with all the requirements of the applicable law where the Motorcycle was Ridden and is of an age to obtain a license to Ride the Motorcycle;
        ii. if he or she has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving test.
    j. being Ridden in either an unsafe or not Roadworthy Condition or is being Ridden in a manner likely to cause an Accident that is known or could reasonably be known by You, and that condition contributed to the Accident;
    k. being used to carry hazardous or inflammable goods in quantities above those allowed by the current Australian Code for the Transport of Dangerous Goods by Road and Rail or the current Australian Code for the Transport of Explosives by Road and Rail;
    l. outside Australia;
    m. modified from the manufacturer's specifications, unless We had agreed to cover it;
    n. being used for towing and/or motorcycle haulage in connection with emergency or law enforcement services;
    o. not in a Roadworthy Condition or in an unsafe condition at the time of the Incident and You knew, or should have known that it was not in a Roadworthy Condition or was in an unsafe condition;
    p. Unregistered when required by law to be Registered for its use, at the time of the Accident;

q. being Ridden by any person who:
   i. at the time of any event giving rise to claim under the Policy has proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law;
   ii. following an event giving rise to a claim under the Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
   iii. arising out of the circumstances giving rise to any claim under the Policy is convicted of any alcohol or drug related breach of the law governing the use of Motorcycles;
   iv. does not remain at an Accident scene, where the law requires that person to remain, until that the person's duties at that location are complete or there is a valid reason for leaving. Laws vary between States around exactly what situations require a person to remain at the scene of an Accident, these commonly include (but are not limited to):
      - obtaining details of all parties involved;
      - if any person is injured;
      - damage has occurred to private or public property; or
      - it is necessary to contact police. You should check the relevant rules for Your local jurisdiction if You are unsure. This can be done at either a State or Territory Government Department, motor registry or through the police;
   v. was carrying a load or towing a trailer or side car illegally or in an unsafe condition or in excess of the maximum weight specified by the Motorcycle manufacturer;
   vi. was using it for an illegal purpose;
   vii. is not truthful in any statement made or information provided in connection with a claim;
   viii. has not taken reasonable precautions to avoid the Accident;
   ix. did not immediately make a report to the police when he or she suspects that the Motorcycle or items attached to the Motorcycle have been stolen; or
   x. fails to report the Accident to police or remain at the scene of the Accident long enough for interested persons to attend.

2. Theft if:
   a. the keys were left in the ignition of the Motorcycle;
   b. the ignition keys were left near the Motorcycle whilst unattended by You;
   c. You show or advertise the Motorcycle for sale and do not take reasonable precautions to prevent its theft or damage;
   d. You give the Motorcycle to any registered seller or dealer to sell for You or on Your behalf;
   e. Your Motorcycle was stolen whilst being tested by a prospective purchaser.
3. Theft of any Accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's Place of Storage.
4. loss or damage to a Substitute Motorcycle.
5. loss or damage to property belonging to someone other than You.
6. any responsibility which You or the Rider have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the Rider responsible.
7. any liability to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You.
8. liability to any person covered by the Policy for injury, illness or death.
9. any event, Incident or act which was expected or intended to happen.
10. any intentional or reckless act by You, or by a person acting with Your consent.

11. any Malicious Act of any person:
    - who is a Household Member or Family Member;
    - who is a Listed Rider;
    - who has been given permission by You to Ride the Motorcycle; or
    - acting with Your consent.
12. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power.
13. confiscation or requisition by order of any public authority.
14. nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel. For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.
15. contamination by chemical and/or biological agents which results from an act of Terrorism.
16. lawful repossession, seizure or other operation of law.
17. while a trailer is attached to Your Motorcycle unless that trailer is constructed specifically for Motorcycle by a commercial manufacturer.
18. any consequential loss or loss of profit of any kind.
19. any damage to tyres by application of brakes, or road cuts, punctures or bursts.
20. any loss or damage caused by normal wear and tear, corrosion or any existing defects.
21. failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems unless it occurs as a result of claim event which is payable under the Policy.
22. the cost of repairing faulty workmanship or incomplete repairs previously carried out on Your Motorcycle prior to an Incident which results in a claim, unless You are claiming under the terms of Our repair guarantee.
23. loss or damage caused by failure to properly safeguard Your Motorcycle after it was stolen and found, or after it has broken down, or after an Accident.
24. loss or damage caused by any person insured by the Policy stealing, absconding or otherwise misappropriating the Motorcycle.
25. loss or damage to any clothing that may be stolen or damaged as a result of an Accident (except as described under Additional Cover – Riding Gear Cover).
26. loss or damage to any component, part or Accessory of Your Motorcycle that occurs while the component, part or Accessory has been removed from the Motorcycle.
27. any costs associated with locating, importing or transporting parts as a result of a claims, where parts are not normally available from the Motorcycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most We will pay in relation to any such part will be the lesser of:
    - the manufacturer's most recent Australian list price.
    - the list price of the closest equivalent part available in Australia.
    - the actual cost of having a new part made in Australia.

THIRD PARTY, FIRE AND THEFT COVER

You are not covered for any loss or damage or liability caused by or resulting from, or the costs incurred from or in connection with:

1. Accidental Damage to Your Motorcycle unless caused by fire where Your Motorcycle hits, or is hit by, another vehicle or Motorcycle, or some object where:
    i. the collision is Your fault or not;
    ii. You were riding the Motorcycle or not.

9. GENERAL CONDITIONS

ALTERATION OF RISK

You must notify Us in writing as soon as possible of any material change in the risk covered by the Policy.

You may be required to pay an additional premium, which will be assessed according to the material change and any increased risk to any liability insured by the Policy.

A material change includes, but is not limited to:

- Your Motorcycle is converted or modified by someone other than the manufacturer;
- there is a material change in the use of Your Motorcycle;
- Your Motorcycle is street parked on an ongoing basis;
- You or anyone who regularly rides Your Motorcycles has their drivers licence suspended, disqualified or cancelled;
- You or anyone who regularly rides Your Motorcycle is convicted of a criminal offence (other than a driving offence);
- You make an insurance claim for the theft of a Motorcycle;
- there is a change in the place where Your Motorcycle is stored;
- there is a change in the registration status of Your Motorcycle;
- there is a change in the type of drivers licence held by You or someone who regularly rides Your Motorcycle; or
- there is a change to any period of lay up You have selected.

If You fail to tell us about a material change in the risk covered by the Policy, We may be able to:

(a) refuse a claim;

(b) reduce Our liability to pay a claim by an amount that fairly represents the extent to which Our interests are prejudiced by the failure; or

(c) cancel the Policy.

MODIFYING YOUR MOTORCYCLE

You must tell Us if You modify Your Motorcycle from the manufacturers original specifications. If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may alter the terms and conditions of the Policy and this may involve the payment of an additional premium. Alternatively, We may cancel the Policy or decide not to offer renewal.

CHANGES TO RESIDENCE

You must tell Us if Your Motorcycle is Temporarily Removed or if You change Your Usual Residence. If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may alter the terms and conditions of the Policy and this may involve a change in premium.

Alternatively, We may cancel the Policy or decide not to offer renewal.

REPLACING YOUR MOTORCYCLE

If You replace Your Motorcycle with a replacement Motorcycle in the Period of Insurance, the Policy will cover the replacement Motorcycle for a maximum of 14 days from the time of purchase, provided You advise Us of the replacement Motorcycle details within this period. The most We will cover You for the replacement Motorcycle is the Market Value of the Motorcycle unless We agree to accept cover for the replacement Motorcycle under this Policy.

If You do not give Us the details of the replacement Motorcycle within this period, cover will only be provided for the Motorcycle (as described on the Certificate of Insurance).

Cover for the Motorcycle will cease when We agree to accept cover on the replacement Motorcycle or when You dispose of the Motorcycle, whichever is first to occur.

Cover will not be provided for any replacement Motorcycle after 14 days unless We agree to provide cover for the replacement Motorcycle. An extra premium may apply.

10. WHAT DO OUR WORDS MEAN?

Accessory/Accessories mean extra items added to the Motorcycle before it was delivered new to its first owner, as well as items added to the Motorcycle by anyone at any time after it was delivered new to its first owner. You must tell Us about any of these items and We must agree to insure them as Accessories under the Policy.

Accident means an Accidental collision or other impact, which occurs suddenly and at a definite place and time.

Accidental means unforeseen, unintentional and unintended.

Accidental Damage means damage caused to Your Motorcycle following an Accident. This does not include Theft or loss or damage caused by Fire or Theft, or loss or damage to Your Motorcycle whilst it is being transported.

Agreed Value means the amount shown on Your Certificate of Insurance as the Agreed Value. The Agreed Value includes any after factory or non-standard Accessories that may be fitted to the Motorcycle.

Certificate of Insurance means the most recent Certificate of Insurance We give You. We give You a new Certificate of Insurance when You first buy the Policy or whenever any part of the Policy is changed or when the Policy is renewed.

Excess means the first amount or amounts You must contribute when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted within the Policy. More than one Excess can apply.

Family Member means an individual with any of the following relationships to You:

1. Spouse or domestic partner and their parents;
2. Parents, sons and daughters;
3. Brothers and sisters, and their spouses;
4. Grandparents and grandchildren; and
5. Any individual related by blood or affinity whose close association with You is the equivalent of a family relationship.

Fire means burning accompanied by flame but does not include damage as a result of any other cause such as malicious damage, explosion or storm or damage where no flame has occurred such as electrical damage, smoke damage, searing or scorching.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal; or
- a dam.

Household Member means any person who lives at the overnight address where the Motorcycle is kept as noted on Your Certificate of Insurance.

Incident means an Accident or Insured Event covered under Your Policy.

Insured Event depending on the cover option selected, means Accidental Damage, Fire, Theft, Malicious Damage or Transit Damage.

Interested Party means the credit provider or other party noted in the Certificate of Insurance.

Listed Rider means any Rider listed on Your Certificate of Insurance and who is legally allowed to Ride the Motorcycle.

Loan means the legal agreement with the Interested Party which describes the terms and conditions under which the funds were provided to You for Your Motorcycle.

Malicious Acts mean an act done maliciously is one that is wrongful and performed wilfully or intentionally, and without legal justification

Market Value means the amount We determine the market would pay for Your Motorcycle immediately prior to the Insured Event. We consider the condition age, make, model and kilometres travelled immediately prior to the Insured Event and may consider industry publications to help determine the amount. The amount does not include any warranty costs, stamp duty or transfer fees or allowance for dealer profit. Market Value includes an allowance for after factory or non-standard Accessories up to the amount noted on Your Certificate of Insurance for aftermarket Accessories.

Modifications means all changes from the manufacturer's specifications, made to the Motorcycle at any time after it left the factory where it was built that You have told Us about and We have agreed to insure as Modifications under the Policy.

Motorcycle means the Motorcycle as shown on Your Certificate of Insurance, including all fitted Accessories and Modifications. Motorcycle includes any Substitute Motorcycle for Third Party Liability Cover only.

Motorcycle Trailer means the trailer which is designed to be towed by the Motorcycle in accordance with the applicable State or Territory Government transport regulations.

No-fault Accident means when the Motorcycle is involved in an Accident with another party and We agree that the other party was completely to blame, and You provide Us with the name, residential address, contact phone number and registration number of the other party. If You and another party were both to blame, the Accident will be recorded as Your fault.

Period of Insurance means the period of time that You are covered by the Policy. This period is shown on Your Certificate of Insurance. However this period may end earlier at the time the Policy otherwise ends in accordance with its terms or the relevant law.

Pillion means any passenger on the Motorcycle or in the sidecar.

Place of Storage means the place where the insured Motorcycle is normally kept.

Policy means Your insurance contract with Us. It includes this document, the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements issued by Us.

Private Use means the Motorcycle used for social, domestic and pleasure purposes. This includes the Motorcycle being Ridden between Your home and place of work.

Purchase Price means the amount You paid for Your Motorcycle including dealer delivery fees and Goods and Services Tax but excludes all other costs.

Registered means that the Motorcycle and/or Motorcycle Trailer is registered or licensed in an Australian State or Territory for use on roads or is restricted registered.

Ride/Riding/Ridden means the use or operation of the Motorcycle, including the use or operation of any part of the Motorcycle.

Rider means the person using or operating the Motorcycle, or the person legally responsible for its use or operation.

Riding Gear means any riding apparel or protective clothing purposely made for Motorcycle riding, including helmets, gloves, riding jackets, pants and boots, and any other Motorcycle-specific gear, such as body armour and knee guards.

Rim means the rim of the wheel(s) attached to the Motorcycle at the commencement of the Period of Insurance.
Rim excludes any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.

Roadworthy Condition means that the Motorcycle complies with the roadworthy requirements for the State or Territory where the Motorcycle is Registered.

Storm means a violent atmospheric event which includes a thunderstorm, cyclone, or strong wind with or without rainstorm, hailstorm or snowstorm, but not rain showers alone.

Substitute Motorcycle means a loan Motorcycle provided by the service provider servicing or repairing Your Motorcycle and of similar type and used for similar purposes as Your Motorcycle, being used free of charge while Your Motorcycle is out of order due to it being serviced or repaired. A hired or rented Motorcycle is not a Substitute Motorcycle.

Sum Insured means for an Agreed Value Policy the Agreed Value sum(s) insured specified in the Certificate of Insurance for any item(s). For a Market Value Policy it means the Market Value. In certain cases it is a sub limit that is stated to apply. This is the maximum amount We will pay in relation to the relevant item(s).

Temporary Removal/Temporarily Removed means when Your Motorcycle is temporarily removed from Your Usual Residence for a period of no longer than 14 days.

Terrorism means any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

Theft means the taking of another person's property without that person's permission or consent with the intent to deprive the rightful owner of it.

Third Party means any person involved in an Accident with the Motorcycle, excluding the Rider or Pillion of the Motorcycle.

Total Loss means when Your Motorcycle is damaged to the extent that We decide it is not economical or safe to repair, or it is stolen and not recovered.

Total Loss Payout means a payout of the full Market Value, Agreed Value or Replacement Value in respect of the Total Loss of Your Motorcycle.

Transit Damage means Accidental loss or damage to Your Motorcycle whilst being transported in a trailer or on conveyancing vehicle, adequately secured and the vehicle and trailer must at all times be registered and compliant for usage.

Tyre means any tyre that is attached to Your Motorcycle.

Unregistered means that the Motorcycle is not Registered.

Usual Residence means the address You have nominated on the application as the address where You usually reside and Your Motorcycle is stored.

We/Our/Us means Zurich Australian Insurance Limited (ZAIL) and NM Insurance when acting as an agent of ZAIL.

You/Your/Insured means the persons named as the Insured on Your Certificate of Insurance. If more than one person is named as the Insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all those people.

11. OUR OBLIGATIONS TO YOU

RENEWING THE POLICY

At least 14 days before the Policy expires, We will send You a renewal notice advising whether We are prepared to renew the Policy and if so, on what terms.

Our renewal notice may tell You that We will automatically renew the Policy on the terms contained in it and any other Policy documents that accompany it.

Before Policy renewal:

- You must comply with Your Duty to Take Reasonable Care Not to Make a Misrepresentation – this includes telling Us if any information in Our renewal notice is incorrect or incomplete; and
- You should check the amount of Your Sum Insured to ensure Your level of insurance cover is still appropriate for You. You are not obliged to renew the Policy with Us and can contact Us at any time prior to its expiry, to ask Us not to renew it.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract of insurance and not an extension of the prior contract.

CANCELLING YOUR INSURANCE

CANCELLATION

(a) You may cancel the Policy at any time by notifying Us via:

E: customerservice@nationalmotorcycleinsurance.com.au

T: 1300 960 437

(b) We may cancel the Policy by notifying You in writing, if You are in breach of any of the terms or conditions, or for any other reason available at law.

Our notice of cancellation takes effect at the earlier of the following times:

i. the time when another Policy of insurance has been entered into by You, being a Policy that is intended to replace this Policy; or
ii. a time in accordance with the Insurance Contracts Act 1984 (Cth).

GENERAL INSURANCE CODE OF PRACTICE

The insurer is a signatory to the General Insurance Code of Practice (the Code) and NM Insurance also proudly supports the Code.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about Us; and
- to promote continuous improvement of the general insurance industry through education.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and Your rights under it is available at www.insurancecouncil.com.au/cop or by contacting Us.

SANCTIONS

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose Us, Our parent company, or Our ultimate controlling entity to any penalty under any sanctions law or regulation.

HOW WE PROTECT YOUR PRIVACY

ZAIL and NM Insurance are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the “Act”) and the Australian Privacy Principles (APPs).

In this section “We”, “Our” and “Us” refers to both ZAIL and NM Insurance.

This Privacy Statement outlines why and how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

E: customerservice@nminsurance.com.au

P: 1300 960 437

- You, if an individual; and
- other individuals You provide information about.

We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You (‘Your details’) to assess applications, administer policies, contact You, enhance Our products and services and manage claims (‘Purposes’). If You do not provide Your information, We may not be able to do those things. By providing Us, Our representatives or Your intermediary with information, You consent to Us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, Our affiliates, insurers, reinsurers, Our banking gateway providers and credit card transaction processors, Our service providers, Our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving Us information about another person, please give them a copy of this document. Laws authorising or requiring Us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning Us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. It also sets out how We handle complaints and how You can access or correct Your details or make a complaint.

NM Insurance's Privacy Policy is available at nminsurance.com.au/privacy/ or by contacting NM Insurance at:

E: customerservice@nminsurance.com.au

T: 1300 960 437

HOW WE RESOLVE YOUR COMPLAINTS

We are committed to meeting and exceeding Our customers' expectations whenever possible and would like to know if they haven't been met. You can make a complaint about any aspect of Your relationship with Us including the conduct of Our agents and representatives. Our complaints process also applies to complaints regarding a declined claim, the value of a claim or financial hardship.

WHAT TO DO IF YOU HAVE A COMPLAINT

Complaints may be referred by either email or telephone:

E: disputes@nminsurance.com.au

T: 02 8920 1157

HOW WE'LL HANDLE YOUR COMPLAINT

We will acknowledge receipt of Your complaint within 1 business day and advise the name and contact details of the employee assigned to liaise with You and will provide a response within 30 calendar days (provided We have all necessary information).

We'll keep You informed of Our progress in reviewing Your complaint at least every 10 business days.

If We're unable to respond within 30 calendar days, We'll provide an Internal Dispute Resolution Delay Notification outlining the reasons for the delay.

AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

If Our complaint response does not resolve Your complaint, You can seek an external review via the Australian Financial Complaints Authority (AFCA). AFCA provides an independent dispute resolution service that is free to consumers.

AFCA's contact details are:

T: 1800 931 678

E: info@afca.org.au

M: Australian Financial Complaints AuthorityGPO Box 3, Melbourne VIC 3001

W: www.afca.org.au

If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

12. ADDITIONAL IMPORTANT INFORMATION

UPDATING THIS PDS

We may need to update the information contained in this PDS from time to time. When We do so, We'll issue You with a new or supplementary PDS unless there's no disadvantage to You. For changes where there's no disadvantage, We'll publish the updated information on Our website at www.nationalmotorcycleinsurance.com.au

DISTRIBUTION OF THIS INSURANCE

Pursuant to the ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682, certain persons, including selected Motorcycle dealers, finance brokers and occasionally other persons have been authorised by NM Insurance as general insurance distributors to deal in this insurance on its behalf.

These persons are not authorised to provide any advice on this insurance and have no binding authority to enter into any Policy or settle any claim or otherwise act on behalf of the insurer. If You have any questions, please contact NM Insurance.

DISTRIBUTORS' REMUNERATION

Distributors receive a commission whenever You enter into a Policy arranged by them (including renewals and some variations which increase the premium payable). The commission excludes GST and is a percentage of the insurer's base premium (i.e. premium excluding any applicable administration fee and any amounts included by the insurer in relation to stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included in the premium You pay.

REMUNERATION PAYABLE TO REFERRERS

NM Insurance will pay commission to certain people and organisations if they refer You to NM Insurance and You subsequently buy (and in some cases renew or vary) this insurance.

The commission excludes GST and is a percentage of base premium (i.e. premium excluding any amounts relating to stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium.

HOW NM INSURANCE IS REMUNERATED FOR THE SERVICES PROVIDED

NM Insurance also receives a commission whenever You enter into a National Motorcycle Insurance Policy (including renewals and some variations which increase the premium payable).

The insurer may also advance it other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance NM Insurance may be paid a profit share amount in relation to all entered into in each annual period. The amount NM Insurance can receive is a percentage of the net profit amount (if any) which is determined by the insurer and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the policies (e.g. taxes and charges on policies, reinsurance costs, claims payments, commission paid and administrative costs) over a 12 month period.

If there is no net profit in the annual period, NM Insurance receives no profit share. Any profit share amount is paid 3 months after the annual period ends.

NM Insurance may also charge You an administration fee when You buy, vary or renew Your Policy. The fee is paid in addition to the premium and is specified in the Your Schedule.

NM Insurance staff receive an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

FURTHER INFORMATION ABOUT REMUNERATION

The NM Insurance Financial Services Guide (FSG) contains more information about the remuneration (including commission) or other benefits NM Insurance, Its authorised respresentatives, distributors or referrers receive (see Important Documents at nminsurance.com.au). If you'd like additional information please ask for it within a reasonable period after receiving the FSG and before this insurance is issued to You.

THE FINANCIAL CLAIMS SCHEME

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich is subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This Policy may be a protected Policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance Policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at http://www.fcs.gov.au

13. CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment is calculated. These are only examples. We determine claim payments on an individual basis, based on the terms and conditions of the Policy. The examples do not cover all claims scenarios or all benefits. The example assumes that the Policy holder is not registered for GST. You should read this PDS and Your Certificate of Insurance for full details of what We cover as well as what Policy limits and exclusions apply.

EXAMPLE 1: COMPREHENSIVE COVER

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle was purchased new and originally registered 20 months ago.

The Basic Excess shown on Your Certificate of Insurance is $450. When You took out Your cover, We agreed to cover You for the Market Value of Your Motorcycle, being $25,000.

You have a crash with another vehicle while riding Your Motorcycle. Your Motorcycle is towed from the scene of the Accident to a repairer. The towing cost is $300. We decide Your Motorcycle is a Total Loss. Also, when We assess the incident, We find that the other driver was completely at fault.

HOW MUCH WE PAY

You do not need to pay Us Your Basic Excess.

We decide to replace Your Motorcycle with a new Motorcycle of the same make, model or series (rather than paying You the replacement value).

We also pay the towing company $300.

EXAMPLE 2: COMPREHENSIVE COVER

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle was purchased new and originally registered 40 months ago.

The Basic Excess shown on Your Certificate of Insurance is $450. When You took out Your cover, We agreed to cover You for the Market Value of Your Motorcycle, being $25,000.

You have a crash with another vehicle while riding Your Motorcycle.

At the time Your Motorcycle was towing a Registered Motorcycle Trailer.

Your Motorcycle is towed from the scene of the Accident to a repairer. The towing cost is $300. We decide Your Motorcycle is a Total Loss. Also, when We assess the incident, We find that You were at fault.

Your Registered Motorcycle Trailer can be repaired, for the cost of $2,500.

HOW MUCH WE PAY

We pay the Towing Company $300.

We pay the repairer of the Registered Motorcycle Trailer $2,000.

(This is the maximum We cover. You will need to pay the repairer the $500 difference).

We pay You $24,550 as follows:

Market Value	$25,000
Less Excess	-$450
Total	$24,550

We do not replace Your Motorcycle or pay You the replacement value, as Your Motorcycle is declared to be a Total Loss more than 36 months after its original registration.

EXAMPLE 3: THIRD PARTY, FIRE AND THEFT COVER

You have Third Party, Fire and Theft Cover.

The Basic Excess shown on Your Certificate of Insurance is $450.

Your Motorcycle has been damaged by Fire.

When We assess the incident, The Motorcycle is deemed repairable.

The cost to repair Your Motorcycle is $3,000.

HOW MUCH WE PAY

You need to pay Us Your basic excess of $450.

We pay the repairer $3,000.

EXAMPLE 4: THIRD PARTY LIABILITY COVER

You have Third Party Liability Cover for Your Motorcycle.

The Basic Excess shown on Your Certificate of Insurance is $750. You lose control of Your Motorcycle and crash into someone's fence.

A court decides that You are liable to pay $5,000 for the claim against You by the home owner.

HOW MUCH WE PAY

You need to pay Us Your basic excess of $750. We will pay the home owner $5,000.

We pay Our lawyers $2,000 to act on Your behalf in the court proceedings.

NATIONAL MOTORCYCLE INSURANCE

nm insurance
SECURING THE JOURNEY TOGETHER

NM Insurance Pty Ltd

ABN: 34 100 633 038 **AFSL:** 227 186 **Ph:** 1300 960 437
Email: customerservice@nminsurance.com.au **Address:** Level 7, 99 Walker St. North Sydney, NSW 2060
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AJAN-023404-2025