



# **Comprehensive Motorcycle Insurance**

Product Disclosure Statement



# Your duty of disclosure and important things you should know

## Your responsibility

You are responsible for providing us with correct information. Please check any Certificate of Insurance we send to you to make sure the information you have given us is correct.

## Information you are required to give us

When you buy, renew, vary your insurance or make a claim with us, we will ask you specific questions. This information helps us to decide whether to insure you, how much your premium is and whether we need to apply any special conditions to your insurance cover.

## More than one named insured

If more than one person is named as the insured on the Certificate of Insurance, each person is a joint policy holder and is able to make any changes to the policy other than remove another insured.

## Who must tell us and why

You must answer our questions about you, your motorcycle and everyone who is insured under this insurance cover with honest and complete answers. If more than one person is named as the insured on the Certificate of Insurance, we will treat any statement, act, omission or claim made by any one of those people as a statement, act, omission or claim by all those persons.

## Your duty of disclosure

Prior to entering into an insurance contract with RAA you have a duty of disclosure. This duty of disclosure requires that when we ask questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know, and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.

## If you (or they) do not tell us something

If you do not tell us anything that 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.

## Rated rider

You must answer honestly the name of the person who most regularly rides the motorcycle.

## You are responsible for keeping your details up to date

You must tell us immediately if there has been a change to any of the following:

- accessories or tools
- who rides the motorcycle
- the motorcycle's usual location
- the use of the motorcycle
- ownership

and if there have been any alterations, conversions or modifications to the motorcycle.

## Some events are not covered

There are certain events and situations which are not covered. To ensure you fully understand your cover you should read this Product Disclosure Statement (PDS) carefully including the section 'General exclusions' on pages 7-11.

## 21 day money back guarantee

Should you not be happy with the cover you have chosen, we offer you a cooling-off period of 21 days. This means you can cancel your insurance policy within the first 21 days of the policy by notifying us in writing and requesting cancellation. If you have not made a claim within this time, we will give you a full refund of any premium you have paid.

## When this cover applies

For this Insurance Cover to be valid you must pay for or agree to pay the premium and observe the conditions set out in this PDS. This cover applies only for the period shown on your Certificate of Insurance.

## Proof of ownership

Keep your PDS and Certificate of Insurance together along with any proof of ownership and value in a safe place so that you can refer to them at any time.

## If you don't understand

Please contact us on 8202 4567 and thank you for trusting RAA with your motorcycle insurance needs.

## Your cover at a glance

<b>Benefits</b>	<b>Comprehensive Motorcycle Insurance</b>
Claims handled in South Australia	✓
Emergency repairs (up to \$750)	✓
Emergency travel/accommodation (up to \$750)	✓
Flexible excess options	✓
14 day change of motorcycle	✓
Freedom of choice of repairer	✓
Genuine parts (OEM parts)	✓
Legal costs	✓
Legal liability (up to \$20,000,000)	✓
Legal liability for death or bodily injury (up to \$5,000,000)	✓
Locks and keys (up to \$750)	✓
New motorcycle replacement within 2 years	✓
No fault excess	✓
Recovery costs following theft	✓
Rider safety equipment (up to \$750)	✓
Substitute motorcycle	✓
Taxi home (up to \$150)	✓
Towing and storage	✓
Traveller's benefit	✓

Please read the appropriate section of this PDS for full details of the level of cover.

## Where to find

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## Comprehensive Motorcycle Insurance

If Comprehensive Motorcycle Insurance is shown on your Certificate of Insurance, we will cover you for:

**Loss or damage to your motorcycle** Australia wide caused by or arising from:

- accidental loss or damage to your motorcycle
- fire
- flood
- hail
- malicious damage
- storm
- theft or attempted theft.

**Legal liability** Australia wide for loss or damage to other people's property, bodily injury or death caused by or arising out of the use of your motorcycle. See 'Legal liability cover' on page 5 for details.

## Additional benefits

If Comprehensive Motorcycle Insurance is shown on your Certificate of Insurance, we will cover you for:

**Emergency repairs** – up to \$750 if you need to have emergency repairs done to your motorcycle so that you can get it to your destination, the nearest repairer or place of safety after an insured event. See 'Emergency repairs' on page 14 for details.

**Emergency travel/accommodation** – up to \$750 for emergency travel and overnight accommodation, so that you can get to your destination or to your home if you are more than 100km from your home and your motorcycle has been stolen or is not able to be ridden as a result of an insured event.

**14 day change of motorcycle** – a replacement motorcycle, once you have disposed of your motorcycle, for up to 14 days. Cover on the replaced motorcycle ceases from the date of purchase of the replacement motorcycle.

**Freedom of choice of crash repairer** – the freedom to choose your own crash repairer. See 'Freedom of choice of repairer' on page 12 for details.

**Genuine manufacturer's parts** – Original Equipment Manufacture (OEM) parts consistent with the age and condition of your motorcycle. See 'Genuine manufacturer parts' on page 14 for details.

**Legal costs** – all legal costs and expenses incurred with our prior agreement in defending any civil court proceedings arising from an insured event.

**Locks and keys** – up to \$750 for the replacement of motorcycle keys and/or re-coding of locks of the insured motorcycle if your keys are stolen and police investigations conclude they are unlikely to be found.

**New motorcycle replacement** – a brand new motorcycle if your motorcycle is a total loss within the first 2 years of the starting date of the original registration. See 'New motorcycle replacement' on page 16 for details.

## Additional benefits (continued)

**No fault excess** – a no fault excess if in our opinion you were not at fault and you can supply the details of the responsible driver/rider. See ‘No fault excess’ on page 21 for details.

**Recovery costs following theft** – the transport costs agreed by us of returning your motorcycle if recovered following a theft.

**Rider safety equipment** – full replacement value (new for old) up to \$750 for rider safety equipment (i.e. motorcycle helmet and/or protective clothing manufactured specifically for use by the rider or pillion passenger of a motorcycle) if the rider safety equipment, that you own or are responsible for, is damaged as a result of an insured event.

**Substitute motorcycle** – loss or damage to other people’s property when you are riding an uninsured substitute motorcycle instead of your motorcycle. See ‘Substitute motorcycle’ on page 5 for details.

**Taxi home** – up to \$150 for emergency transport by taxi or other appropriate means to your home or another intended destination from the scene of the incident, if your motorcycle is not able to be ridden as a result of an accident or has been stolen.

**Towing and storage** – the cost, in the event of an accident, for removal and storage of your damaged motorcycle to the nearest repairer or place of safety and to any other place approved by us.

## Additional benefits – Traveller’s Benefit

The following benefits form part of the Traveller’s Benefit:

### **Emergency transport and accommodation costs if unable to drive a motorcycle due to illness or injury**

If you are on a driving trip and more than 100km from your home and during that trip, you suffer an unexpected serious disabling illness or injury, which leaves you unable to ride the motorcycle on which you are travelling, and neither you, your family nor anyone accompanying you is able to ride the motorcycle we will cover you for:

- up to \$750 for emergency travel and overnight accommodation costs for:
  - the ill or injured person

- you or any members of your family who were accompanying you whilst on the driving trip
- up to \$750 for appropriate ground transport either to the original destination or to your home for:
  - the ill or injured person, if they were able to be transported
  - you or any members of your family who were accompanying you whilst on the driving trip
- up to \$750 for ground transport to move the motorcycle from its location to your home. Alternatively, if requested, we will move the motorcycle to the original destination, if that is closer than your home.

### **Transport costs due to death of you or a member of your family whilst travelling**

If you are on a driving trip and more than 100km from your home and during that trip you or a member of your family dies we will cover you for up to \$750 for:

- the transportation of the body of the deceased to a location within Australia nominated by the closest next of kin,
- air transportation for any of you or your family who were travelling with the deceased at the time of death to return to your home, and
- ground transportation of any motorcycle on which you were travelling with the deceased at the time of death, to your home, if no one is able or willing to ride the motorcycle to that address.

Transport costs due to death of a member of your family relative not travelling with you or your family

If you are on a driving trip and more than 100km from your home and during that trip you or a member of your family who is not travelling with you dies as a result of an accident or unexpected illness, we will cover you for up to \$750 for:

- the person whose family member has died and any of you and your family travelling with that person to return from that journey to your home
- the ground transportation to your home of any motorcycle in which you or your family are travelling on that journey, if no other person is able or willing to ride the motorcycle to that address.

## Legal liability cover

### Loss or damage to other people's property

We will cover you for the amount which you may be held legally liable to pay for loss or damage to other people's property as a result of an incident caused by or arising out of the use of your motorcycle.

But we will not cover you for loss or damage to property owned or jointly owned by you.

### Substitute motorcycle

We will cover you for the amount which you may be held legally liable to pay for loss or damage to other people's property when you are riding an uninsured substitute motorcycle instead of your motorcycle if:

- your motorcycle is not able to be ridden due to an incident or need for service or repair at the time, and
- the substitute motorcycle is of similar type to your motorcycle and is registered, and
- the substitute motorcycle is in your legal custody and control but does not belong to you.

But we will not cover you for loss or damage:

- to the substitute motorcycle
- to property owned by you.

### Liability of others

We will cover you for the amount which:

- any person riding, using or in charge of your motorcycle with your permission
- any passenger on, or getting on or off your motorcycle
- your employer, principal or business partner

may be held legally liable to pay for loss or damage to property as a result of an accident arising out of the use of your motorcycle.

But we will not cover you for loss or damage:

- to property owned by these persons
- to property as a result of an accident arising out of the use of a substitute motorcycle
- for any amounts that these persons are entitled to claim or receive
- under any other insurance cover or statute.

**The maximum that we will cover you for all legal liability claims arising from any one event is \$20,000,000 in total including all associated legal costs that we have approved.**

### Legal liability cover for death or bodily injury

We will cover you for the amount which you may be held legally liable for death or bodily injury to any person arising out of the use of your motorcycle other than:

- any relative of yours, defacto of yours, or child of any defacto of yours
- any person ordinarily residing with you or with whom you ordinarily reside
- any employee, servant or agent of yours
- any contractor or sub-contractor employed or engaged by you.

But we will not cover you for death or bodily injury as a consequence of:

- the riding of your motorcycle
- a collision or action taken to avoid a collision with your motorcycle when stationary
- your motorcycle running out of control
- any claim by any person in respect of death or bodily injury for which you are otherwise partly or wholly indemnified by any other insurance cover required by law.

**The maximum that we will cover you for all death or bodily injury liability claims arising from any one event is \$5,000,000 in total including all associated legal costs that we have approved.**

## General exclusions

### Alcohol and/or drugs

We will not cover you for loss, damage or liability whilst at the time of an accident your motorcycle is being ridden by any person:

- who is under the influence of any drug or intoxicating liquor
- whose blood alcohol percentage or breath analysis exceeds the concentration prescribed by law in the State or Territory where the accident occurred
- who refuses to submit to an alcohol test, breath or blood analysis.

### Asbestos

We will not cover you for loss, damage or liability or personal injury arising directly or indirectly, out of or caused by, through or in connection with the inhalation of (including the fear of inhalation of, or exposure to) asbestos, asbestos fibres or derivative of asbestos.

### Breakdown

We will not cover you for loss, damage or liability for:

- mechanical breakdown and/or failure (e.g. engine seizure)
- structural breakdown and/or failure (e.g. cracked frame)
- electrical, electronic or computer module breakdown and/or failure (e.g. unexplained ECU failure)
- foreign substances and/or water in fuel (e.g. damage to fuel injectors, fuel pumps, pipes and components).

### Care

We will not cover you for loss, damage or liability:

- if the insured motorcycle is not kept in good condition and reasonable care is not taken to protect or safeguard it from loss or damage
- if you do not take proper precautions to prevent further loss or damage following an accident.

### Consequential loss

We will not cover you for loss, damage or liability for consequential loss of any kind unless stated elsewhere in this PDS.

### Dangerous goods

We will not cover you for loss, damage or liability caused by the discharge or escape of contaminants, pollutants or other dangerous goods from your motorcycle unless they are substances you are legally allowed to carry.

### Defects

We will not cover you for loss, damage or liability caused by:

- an inherent defect
- a defective or faulty part
- defective or faulty workmanship
- defective or faulty design, or
- defective or faulty manufacture or construction.

### Deliberate act

We will not cover you for loss, damage or liability deliberately or intentionally caused by you or a person acting with your express or implied consent.

### Depreciation wear and tear

We will not cover you for loss, damage or liability for depreciation, wear and tear, rust, corrosion or damage which has occurred over a period of time. This includes but is not limited to loss or damage which has occurred over a number of incidents, stone chips to paint, gradual structural fatigue, damage caused by pollution and/or water in fuel.

### Existing damage

We will not cover you for the cost of repairing damage that existed before the incident occurred.

### Failure to advise of changes to your motorcycle

We will not cover you for loss, damage or liability if you fail to advise us of any alteration, conversion or modification from the maker's specifications of your motorcycle that would be relevant to us in accepting the risk or continuing to insure your motorcycle.

### Fare, hire or reward

We will not cover you for loss, damage or liability if your motorcycle is being used to transport passengers or goods for fare, hire or reward (e.g. pizza delivery, courier, etc.).

### Following an incident

We will not cover you for loss, damage or liability if following an incident, the rider or person in charge of your motorcycle fails to report an incident to police as required by law or fails to remain at the scene of the incident long enough for interested parties to attend and/or to exchange relevant details.

## General exclusions (continued)

### Illegal act

We will not cover you for loss, damage or liability resulting from, contributed to or caused by a criminal or illegal act by you or by a person acting with your express or implied consent.

### Lawful seizure

We will not cover you for loss, damage or liability caused by or as a result of lawful seizure or other operation of law.

### Loss of use

We will not cover you for loss, damage or liability because you cannot use your motorcycle.

### Loss of value

We will not cover you for loss, damage or liability for any loss of value to your motorcycle as a result of an accident, theft or repairs being performed.

### Motor trade

We will not cover you for loss, damage or liability if your motorcycle is used in connection with the motor trade for experiments, tests, trials or demonstration.

### Motor sport

We will not cover you for loss, damage or liability if your motorcycle is used for or being tested in preparation for any motor sport.

### Non-standard accessories and modifications

We will not cover you for loss, damage or liability for any non-standard tools, accessories and modifications, unless you have told us about them and we have specifically agreed to cover them and they are shown on your Certificate of Insurance.

### Outside the period of insurance

We will not cover you for loss, damage or liability that occurs outside the period of insurance shown on your Certificate of Insurance.

### Overloading

We will not cover you for loss, damage or liability if your motorcycle is used to carry a greater number of passengers or to convey or tow a load in excess of that for which your motorcycle was constructed or allowed by law.

### Radioactive contamination

We will not cover you for loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### Repairs performed without consent

We will not cover you for loss, damage or liability for any repairs undertaken on your motorcycle without our prior consent.

But we will cover you for emergency repairs. See 'Emergency repairs' on page 14 for details.

### Riding after an accident

We will not cover you for loss, damage or liability resulting from your motorcycle being ridden by you after an accident or following a theft, in a damaged condition. This includes, but is not limited to, continuing to ride following an accident once your motorcycle warning devices have activated.

But we will cover you where you could not have reasonably detected the damage.

### Terrorism – pollution, contamination or explosion

We will not cover you for loss, damage or liability in regards to acts of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- biological contamination, explosion or pollution
- chemical contamination, explosion or pollution
- nuclear contamination, explosion or pollution
- radioactive contamination, explosion or pollution.

## General exclusions (continued)

### Tyres

We will not cover you for loss, damage or liability caused by application of brakes or road punctures, cuts or bursts to your tyres.

### Unlicensed rider

We will not cover you for loss, damage or liability if your motorcycle is being ridden by you or any person with your consent who is not complying with conditions of their rider's licence or not licenced to ride such a motorcycle under all relevant Australian laws, by-laws and regulations.

### Unsafe or unroadworthy

We will not cover you for loss, damage or liability if your motorcycle is used in an unsafe or unroadworthy condition and this caused or contributed to the loss.

But we will cover you where you could not have reasonably detected the lack of safety or unroadworthiness.

### War

We will not cover you for loss, damage or liability caused by war, other acts of foreign enemy (whether war is declared or not) or revolution. We will also not cover riot, looting or civil commotion following these incidents.

### Wilful or reckless act

We will not cover you for loss, damage or liability if your motorcycle was being used in a manner that resulted in a deliberate exposure to exceptional danger, or any wilful or reckless act.

### Your faulty workmanship

We will not cover you for loss, damage or liability caused as a result of your faulty workmanship, incorrect or improper or lack of maintenance.

## Claims – How to make a claim if your motorcycle has been damaged

### How to make a claim if your motorcycle has been damaged

- Write down the details of all people involved in the incident, including the driver and passengers of other vehicles and witnesses. Ensure you have full names and addresses, registration numbers and insurance details.
- Notify the police of the incident.
- Call us as soon as possible on 8202 4575 and advise us of the claim.
- You must not say you are guilty or admit liability, negotiate, pay, authorise or settle a claim with anyone else.

### Freedom of choice of repairer

- RAA customers have the freedom to choose their own crash repairer. If your motorcycle is safe to ride, take it to the repairer of your choice.
- If your motorcycle is not safe to ride, have it transported to the repairer of your choice.
- Once your motorcycle is at the repairer and an estimate of the repair cost has been prepared we will send a qualified motor assessor to determine the best repair method.
- If we authorise repairs with your chosen repairer, the repairer will begin work and keep you informed along the way.
- If for some reason your chosen repairer does not meet our standards for safety, quality, fairness, effectiveness and pricing we will recommend another repairer or we will settle cash in lieu. See 'Damage and repairs – cash in lieu' on page 15 for details.
- You must not carry out or authorise repairs, except for 'Emergency repairs'. See page 14 for details.

### Once repairs have been completed

If an excess has to be paid, generally it is easier to pay the repairer upon collection of your motorcycle. See 'Excess' on page 20 for details.

## **Claims** – How to make a claim if your motorcycle has been stolen

### **How to make a claim if your motorcycle has been stolen**

- Notify the police of the theft immediately.
- Call us as soon as possible on 8202 4575 and advise us of the claim.
- If your motorcycle is not recovered within 21 days from the date the claim is lodged and we are satisfied with the details surrounding the theft, we will treat your motorcycle as a total loss and settle your claim accordingly. See ‘Total loss’ on page 15 for details.
- Should your motorcycle be recovered after we have settled your claim, the salvage remains the property of RAA.

## **Claims** – Common questions

### **Will your premium go up on renewal because you made a claim?**

This depends on a couple of things:

- If you were not classed as ‘at fault’ in the accident, i.e. you didn’t have to pay your excess, then your premium will not be affected by this claim.
- If you were classed as ‘at fault’ in the accident, i.e. you did have to pay your excess, but currently hold a rating 1 (maximum no claim discount), you are entitled to rating 1 for life, and therefore your premium will not be affected by this claim.
- If you were ‘at fault’ and not currently on rating 1, your premium will be affected by this claim, as you lose the equivalent of 1 year no claim discount.  
Example: A rating 2 would fall to a rating 3 on renewal.

### **Will we cancel your policy if you make too many claims?**

We may decline to renew your insurance policy depending on the number and type of claims you make.

## **Claims** – How much do we pay

### **Damage and repairs**

If we accept your claim it will be our choice whether we either:

- repair or pay you cash in lieu of repairing your motorcycle to the condition it was in immediately before the incident, or
- replace or pay you cash in lieu of replacing your motorcycle with a motorcycle of the same or similar age, make, model and condition that your motorcycle was in immediately before the incident.

### **Genuine manufacturer parts**

We will cover you for repairs to new or used parts consistent with the age and condition of your motorcycle that comply with Australian safety standards. Where available and appropriate we will use Original Equipment Manufacture (OEM) parts consistent with the age and condition of your motorcycle, with the exception of glass.

### **Emergency repairs**

We will cover you for up to \$750 if you need to have emergency repairs done to your motorcycle so that you can get it to your destination or the nearest repairer after an insured incident. You must have our consent before you have any other repairs done to your motorcycle. We do not pay for these other repairs if you do not receive our prior consent. If you withdraw your claim or we refuse to accept it, you may have to pay any costs incurred for emergency repairs to your motorcycle.

### **Contribution**

In addition to any applicable excess you may be required to contribute to the cost of repair of tyres, engines, accessories, paint work, body work, radiators, batteries or affected by wear and tear, rust, corrosion or damage which has occurred prior to the loss. The amount you may be required to pay is dependant on the condition of these items at the time of loss.

### **Pairs or sets**

If an insured item consists of a pair or set (e.g. wheels), we only pay for the repair or replacement of the part lost, damaged or stolen.

## Claims – How much do we pay (continued)

### Damage and repairs – cash in lieu

If we agree to pay your claim after determining your motorcycle is not a total loss and we decide to pay you cash in lieu we will either:

- pay you the assessed cost of repairing your motorcycle to the condition your motorcycle was in immediately before the incident, or
- pay you the assessed cost of replacing your motorcycle with a motorcycle of the same or similar age, make, model and condition that your motorcycle was in immediately before the incident, less the value of the salvage.

Where we pay you cash in lieu of repairing or replacing your motorcycle:

- the motorcycle remains your property
- the cover on your motorcycle will be downgraded to Third Party Property Car Insurance (excluding 'Uninsured motorist extension' – see Third Party Car Insurance PDS for details) until you have carried out and supplied proof of full repairs
- we will not deduct any outstanding premiums or remaining monthly instalment premiums for the term of insurance from the settlement amount, however we will allow you to transfer any outstanding premiums to your replacement motorcycle or the insurance cover may also be cancelled at your request
- if we agree to buy the damaged motorcycle from you, the agreed amount will be added to your cash in lieu payment.

### Total loss

Total loss means:

- your motorcycle has been determined a statutory total loss, or cannot be repaired to a safe condition, or
- your motorcycle has not been recovered after being stolen, or
- we determine the cost of repairs exceeds the sum insured less the value of the salvage.

If we agree to pay your claim after determining your motorcycle is a total loss we will either:

- pay you or anyone with an interest in your motorcycle the sum insured shown on your Certificate of Insurance (less any excesses or unpaid premium and any adjustment for GST provision), or

- replace your motorcycle with a motorcycle of the same or similar age, make, model and condition, and whilst attached to or within the motorcycle, its tools and accessories that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance.

When a total loss payment has been made, your motorcycle becomes our property and the cover on your motorcycle is cancelled with no refund of premium. We will deduct any outstanding premiums or remaining monthly instalment premiums for the term of the insurance from the settlement amount. Where we agree for you to keep the salvage we will deduct the value of the salvage from the settlement amount.

### Credit provider's rights

If we decide to pay cash and your motorcycle is subject to finance, we may be required to pay some or all of this amount to the credit provider shown on your Certificate of Insurance.

### New motorcycle replacement

If Comprehensive Motorcycle Insurance is shown on your Certificate of Insurance and we determine your motorcycle to be a total loss within 2 years of the starting date of the original registration, we will replace your motorcycle with a new motorcycle of the same make and model subject to local availability, including all on road costs, where you have purchased the motorcycle brand new (including demonstration models).

## Claims – Examples of how your claim is paid

Following are some examples of how we calculate claim payments. These examples do not form part of your policy terms and conditions and are intended as a guide only as not all scenarios are covered.

### Example 1 – Damage as result of an accident

Your motorcycle is insured with sum insured of \$7,000 shown on your Certificate of Insurance and has been damaged as a result of an accident where you were at fault. The motorcycle has been assessed and the repair cost is \$2,800. You are over 25 years of age and were the rider at the time of the accident. Your Voluntary excess is \$500.

What we pay		Information
Damage to motorcycle	\$2,800	The motorcycle is deemed repairable.
Less excess	- \$500	Voluntary excess applies.
<b>Total claim</b>	<b>\$2,300</b>	

See 'Claims – How much do we pay?' on page 14 for details.

### Example 2 – Theft of your motorcycle

Your motorcycle has been stolen and has not been recovered. A sum insured of \$15,000 is shown on your Certificate of Insurance. The Voluntary excess on your policy is \$500.

What we pay		Information
Theft of motorcycle	\$15,000	Sum insured.
Less excess	-\$500	Voluntary excess applies as your motorcycle was stolen. You may be required to pay an additional Non-removable theft excess if this is shown on your Certificate of Insurance.
<b>Total claim</b>	<b>\$14,500</b>	

See 'Claims – How much do we pay?' on page 14 for details.

### Example 3 – Total loss – New motorcycle replacement

You were involved in an accident where the driver of the other vehicle was more than 50% at fault and your motorcycle has been determined by RAA to be a total loss. The sum insured shown on your Certificate of Insurance is \$18,000. Your motorcycle was less than 2 years old from date of first registration. Although the sum insured of your motorcycle, shown on your Certificate of Insurance was \$18,000, the cost to replace it with a brand new motorcycle of the same make, model, and series, including all options and on road costs, is \$21,500. Your Voluntary excess is \$500.

What we pay		Information
Sum insured	\$21,500	Total loss means: your motorcycle is a statutory total loss, or cannot be repaired to a safe condition, or your motorcycle has not been recovered after being stolen, or we determine the cost of repairs exceed the sum insured less the value of the salvage. Your motorcycle is less than 2 years old and the 'New motorcycle replacement' additional benefit applies.
Less excess	-\$0	As you were not at fault, you are not required to pay the Voluntary excess.
<b>Total claim</b>	<b>\$21,500</b>	

See 'Claims – How much do we pay?' on page 14 for details.

## Claims – Your obligations

### What you must do

You must:

- establish that an insured event or incident has occurred
- do everything reasonable to limit and prevent further loss or damage
- provide us with all necessary information and assistance we may need in handling the claim and in our efforts to recover any money paid by us, which may include:
  - completing a claim form
  - providing written statements or any correspondence regarding the claim including notice of any pending court proceedings or offers of settlement
  - providing proof of ownership and value
  - cooperating with our assessors and investigators and attending court to give evidence.

You must not:

- carry out or authorise repairs, except for emergency repairs – see ‘Emergency repairs’ on page 14 for details.
- dispose of any damaged property.

### What may affect your claim

If you or any other insured person does not assist us with your claim or not comply with any condition of this insurance cover, we may reduce or refuse to pay your claim including:

- if you admit liability to anyone else
- if you negotiate, pay or settle a claim with anyone else
- if you or any other person makes a false or fraudulent claim. As permitted by law, we may also cancel this insurance cover.

### Withdrawing your claim

If you withdraw your claim or we refuse to accept it, you may have to pay any costs you have incurred as a result of the incident as well as the investigation of the claim.

### Legal rights

We have full discretion in the conduct, defence or settlement of any claim and to take any action in your name to recover any money paid by us.

## Excess

An excess is the amount you may have to contribute towards each claim and is shown on your Certificate of Insurance. We will only provide insurance cover if the amount of the claim is more than the excess payable.

We will choose whether the excess is:

- paid by you to us when we request it
- deducted from the amount we pay you
- paid by you to a supplier or repairer on our request.

Where loss or damage caused by a single incident gives rise to a claim under more than one part of your cover we will only ask you to pay one excess. Where the excesses are different, you pay the highest excess.

### Voluntary excess

Unless stated elsewhere in this PDS the Voluntary excess is payable for each claim you make. See ‘No fault excess’ on page 21 for details of when you do not have to pay your excess.

### Non-removable Age excess

You may have to pay this in addition to the Voluntary excess if the person riding or in charge of the insured motorcycle at the time of the accident was within the ages set out for a young rider on your Certificate of Insurance.

You will not have to pay a Non-removable Age excess for any loss or damage caused by:

- fire
- flood
- hail
- storm
- malicious damage
- theft or attempted theft
- impact whilst the motorcycle is parked or unattended.

### Non-removable Endorsed excess

If a Non-removable Endorsed excess is shown on your Certificate of Insurance you may have to pay this in addition to your Voluntary excess.

See ‘No fault excess’ on page 21 for details of when you do not have to pay your excess.

### **Non-removable Theft excess**

If a Non-removable Theft excess is shown on your Certificate of Insurance you may have to pay a Non-removable Theft excess in addition to your Voluntary excess in the event of a theft or attempted theft of your motorcycle and whilst attached to or within the motorcycle, its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance.

### **No excess payable**

#### **No fault excess**

You do not have to pay an excess for a claim if:

- in our opinion the driver/rider of the other vehicle was more than 50% at fault and you can supply:
  - the name and address of that driver/rider, and
  - the registration details of the other vehicle, or

in the case of theft or vandalism, you give us a police report that shows the name and address of the offender who has been charged or convicted of the crime.

#### **Traveller's benefit claims**

You do not have to pay an excess for any claim under Traveller's benefit.

## **About the cost of the product**

### **Premium**

The premium is the amount you pay to obtain the insurance cover. All premiums include any compulsory government statutory charges, levies, duties and taxes where applicable. Minimum premiums apply.

### **How to save money on the cost of insurance**

The information you give us may affect how the risk is assessed and therefore the cost of the premium. Please check your Certificate of Insurance to ensure all information is correct. You may qualify for one or more of the discounts and rewards offered by us. If the information is not correct please call us immediately on 8202 4567.

Reduce your premium by increasing your Voluntary excess. Call RAA on 8202 4567 and we will explain the excess options available to you.

### **How do we calculate the cost of insurance?**

The amount you pay for insurance depends on the type of cover and optional cover you choose along with the following rating factors:

<b>Rating factor</b>	<b>Possible impact</b>
Age of the rated rider	Higher premiums may be charged to riders of a certain age due to the average amount of claims made by other riders of the same age.
Discounts & rewards	You may qualify for one or more of the discounts and rewards offered by us.
Riding history	Riders with different levels of experience and number of accidents may attract different premiums or excess.
Finance	Higher premiums may be charged where the motorcycle is financed.
Garaging address	Areas with a high theft or accident risk may attract higher premiums.
How far you ride	The annual distance you ride your motorcycle may affect your premium.
No claim discount	You can save up to 70% off the base premium for a full no claim discount.
Type of motorcycle and its accessories/modifications	Average repair costs and theft rates of motorcycles are major rating factors in motorcycle insurance.
Motorcycle use	Using your motorcycle for business may increase your premium.

## About the cost of the product (continued)

### Changes in premium

Each time you renew your insurance your premium is likely to change, even if your personal circumstances have not changed. This is because premiums are affected by many factors including:

- the cost of claims we have paid to other customers
- the cost of claims we expect to pay in the future
- any changes in government taxes, levies or charges
- the cost of running our business.

### Altering your policy

You may ask us to make a change to your policy at any time. We will not charge or refund any premium less than \$20.00

### Cancellation by you

You can cancel your insurance at any time. The cancellation takes effect on the date we receive your request. Please note:

- if you have paid an annual or 6 monthly premium, we will refund any unused premium (unless a total loss has been paid). We will not refund any premium less than \$20.00.
- if you have been paying monthly, we will not pay a refund.

### Cancellation by us

We may cancel your insurance at any time as permitted by law. We will refund any unused premium (unless a total loss has been paid). In cases of fraudulent non-disclosure or fraudulent misrepresentation by you or any other person covered by this insurance cover, we may avoid the insurance cover from its inception in accordance with the Insurance Contracts Act 1984.

### Goods and Services Tax (Government charge)

All amounts insured shown on your Certificate of Insurance include Goods and Services Tax (GST). If you make a claim you must tell us of any entitlements you may have to input tax credits on this policy. We will not cover any GST, fine, penalty or charge if you provide incorrect information to us. If you are or would be entitled to claim any input tax credits for the repair or replacement of insured property, we will reduce any settlement offer by the amount of that input tax credit.

### Investigation fees

If your claim has been investigated and you withdraw your claim or we refuse to accept it, you may have to pay any costs incurred for the investigation of your claim.

### Other Government charges

All premiums shown include any compulsory government statutory charges, levies, duties and taxes where applicable.

### Payment of premium

Annually/6 monthly:

You must pay by the due date shown on your Certificate of Insurance. If you do not pay the premium by the due date the cover will not come into force.

If payment is received after the due date we may return the payment we receive or we may accept the payment and commence cover from the date we receive your payment.

Fee free monthly payments:

You must pay each instalment by the due date. We may deduct 2 payments in the first month depending upon your monthly payment date.

If an instalment remains unpaid for 14 days we may refuse your claim.

The instalments must not remain unpaid for more than 1 month or we will cancel your insurance.

If we do not receive full payment of your premium together with all applicable charges and taxes then the term of the cover will be reduced in line with the amount you have paid.

## No claim discount

### No claim discount

The discount increases each year, providing there is no claim made which affects the discount, until you reach a maximum no claim discount rating or rating 1.

If, when you make a claim and:

- in our opinion the driver/rider of the other vehicle was more than 50% at fault for the accident and you can supply:
  - the name and address of the other driver/rider, and
  - the registration details of their vehicle
- you have sustained a loss due to theft, malicious damage, collision with an animal, severe weather (e.g. hail or flood), or damage caused by impact of loose gravel, or
- your motorcycle was damaged whilst parked

then we will not adjust your no claim discount rating.

If you do make a claim that affects your no claim discount, on renewal your discount will reduce and your premium will be higher.

The following table shows the no claim discount rating number and the corresponding percentage discount off the base premium used by RAA.

Rating number	Percentage
Maximum NCD – Rating 1	-70%
Rating 2	-65%
Rating 3	-50%
Rating 4	-35%
Rating 5	-20%
Rating 6	0%
Rating 7	+20%
Rating 8	+40%
Rating 9	+60%

## Mobility scooter/motorised wheelchair/golf buggy Insurance

Mobility scooter/motorised wheelchair/golf buggy means the mobility scooter/motorised wheelchair/golf buggy described in the Certificate of Insurance and, whilst attached to or within the mobility scooter/motorised wheelchair/golf buggy, its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance. If Mobility scooter/motorised wheelchair/golf buggy Insurance is shown on your Certificate of Insurance, we will cover you Australia wide for:

### Loss or damage to your mobility scooter/motorised wheelchair/golf buggy

Loss or damage to your mobility scooter/motorised wheelchair/golf buggy caused by or arising from any of the following insured events:

- fire
- flood
- hail
- malicious damage
- storm
- theft or attempted theft
- accidental loss or damage to your mobility scooter/motorised wheelchair/golf buggy.

### Legal liability

For loss or damage to other people's property, bodily injury or death caused by or arising out of the use of your mobility scooter/motorised wheelchair/golf buggy. See 'Legal liability cover' on page 5 for details.

### Additional benefits

- Legal costs (see page 2)
- No fault excess (see page 3).

### General exclusions

See page 7 and 11 for details.

### Claims

If we agree to pay your claim it will be our choice whether we will either:

- repair or pay you cash in lieu of repairing your vehicle to the condition your mobility scooter/motorised wheelchair/golf buggy was in immediately before the incident, or
- replace or pay you cash in lieu of replacing your mobility scooter/motorised wheelchair/golf buggy with a mobility scooter/motorised wheelchair/golf buggy of the same or similar age, make, model and condition your mobility scooter/motorised wheelchair/golf buggy was in immediately before the incident.

**The maximum we will pay is the sum insured shown on your Certificate of Insurance.**

### **Excess**

See page 20 for details.

### **About the cost of the product**

See page 22 for details.

## **Definitions**

**Accidental loss or damage** means loss or damage as a result of an occurrence which is neither expected nor planned by you. It includes a series of occurrences arising out of one event.

**Business use** means any motorcycle which is registered as a business motorcycle or is used for any income earning purposes.

**Certificate of Insurance** means the latest Certificate of Insurance we have given you. It sets out your details, the insurance covers you have chosen and any special conditions, which to understand the full extent of cover must be read together with the PDS and direct debit authority you give us for the payment of your premiums.

**Consequential loss** means indirect loss i.e. not directly caused by loss, theft or damage to property, but arising as a result of such loss, theft or damage.

**Cover you** means to put you back into (so far as possible) the same financial position that you were in prior to the loss with due allowance for wear and tear, depreciation and betterment. It does not mean new for old.

**Excess** means the amount you have to contribute towards each claim.

**Family** means the following people who permanently reside in your home:

- your spouse (legal or defacto)
- your and/or your spouse's children, parents, grandparents, grandchildren, brothers and sisters.

**Modification** means any alteration or addition to the body, wheels, tyres, rims, engine, exhaust, extraction system, drive train, paintwork, suspension, instruments, sound system, or any other work that changes the performance, security or value of the motorcycle.

**PDS** means Product Disclosure Statement.

**Premium** means the amount you pay to obtain the insurance cover. All premiums include any compulsory government statutory charges, levies, duties and taxes where applicable.

**Private use** means any use other than business use. See 'Business use' on page 27 for details.

**Rated rider** means the person named on the Certificate of Insurance as the rider used to determine the premium. This is the most regular rider of the motorcycle. Rider means any person operating, using or in charge of your motorcycle.

**Sum insured** means the amount shown on your Certificate of Insurance that we agree to insure your motorcycle for in the event of a total loss. The sum insured includes:

- its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance
- any GST
- all registration and on road costs.

**We, our, us, RAA** means RAA Insurance Limited (Incorporated in South Australia) ABN 14 007 872 602, trading as RAA Insurance.

**Your home** means the residential address shown on your Certificate of Insurance.

**You, your** means the person, persons, company or companies shown as the insured on the Certificate of Insurance. For 'Legal liability' and 'General exclusions', the terms 'you' and 'your' are extended to include any person you authorise to ride, or passenger on your motorcycle.

**Your motorcycle** means the motorcycle described in the Certificate of Insurance and whilst attached to or within the motorcycle, its tools, accessories and modifications that are standard equipment, and any other tool, accessory or modification specifically agreed by us and shown on your Certificate of Insurance.

## Customer care

### If you have a complaint or query

We want you to be satisfied with your insurance. If you have a problem or are unhappy with something to do with an RAA insurance product or service, we would like to speak with you about it; please **contact us on 8202 4567**.

The matter will be referred to the relevant manager or, if necessary, to our Internal Dispute Resolution (IDR) Committee who both have the appropriate authority to deal with disputes. If the matter is referred to the IDR Committee you will be advised of the committee's decision within 15 working days.

If your problem or complaint can't be resolved directly with us, you will be referred to the Financial Ombudsman Service (FOS). This is a free service to you and is a totally independent and impartial body. You can contact them at **www.fos.org.au or phone 1300 780 808**.

Before a complaint is investigated by the FOS, they will request that you first talk to us to give us the opportunity to resolve the matter.

### General Insurance Code of Practice

RAA is committed to the General Insurance Code of Practice (the Code), which aims for the best standards of services possible and promotes better relations between customers and insurers. The Code describes standards in areas like buying insurance, responding to disasters, claims handling, complaints handling, monitoring and enforcement.

For more information on the General Insurance Code of Practice, you can access information via the Insurance Council of Australia Limited website at **www.insurancecouncil.com.au or phone (02) 9253 5100**.

### Privacy of your personal information

RAA and RAA Insurance collect and use your personal information to process your membership application, service your membership, offer other RAA products or services to you and, in relation to insurance, to assess the risk you present to us and to deal with any claims. If you do not provide us with this information, we may not be able to process your application, give you the full range of membership benefits, provide insurance to you or process any claims. We may disclose your personal information to external service providers. Also, for insurance customers,

we may collect from, and disclose information about you to, other insurers or any insurance reference bureau.

Our Privacy Policy can be found on the RAA website (**raa.com.au**). Please call us on **08 8202 4567** if you have any queries or if you wish to gain access to your personal information that we hold.

### Consents

RAA has obtained the consents of the Insurance Reference Service Ltd and the Financial Ombudsman Service (FOS) for the references to them in this PDS. This consent was not withdrawn before the preparation of this PDS was completed.

### Financial Claims Scheme

Your policy may be considered a 'protected policy' under the Financial Claims Scheme (FCS). This means that if in the unlikely event we become insolvent, you may be entitled to payment under the FCS should you meet certain eligibility criteria. Information about the FCS can be obtained from the Australian Prudential Regulation Authority (APRA) website at **www.apra.gov.au or by calling 1300 13 1060**.

## Direct Debit Request Service Agreement

### The agreement

By completing a Direct Debit Request you are authorising RAA (User ID number 046 548) to debit amounts due from your nominated account for the product/service specified below. Payments will be debited from your account as authorised in the Direct Debit Request form.

### Changing the agreement

**Change by us:** We will provide 14 days notice if there are any changes to these arrangements.

**Change by you:** If you wish to alter, delay or cancel your direct debit please contact us at least 10 days prior to your next debit date. Alternatively you may contact your financial institution.

**Renewal:** You will be sent a renewal certificate prior to the expiry of your contract. Instalments will continue to be debited from your account unless you notify us.

### Account details

Please be aware:

- Direct debiting is not available on all accounts
- Account details should be checked against a recent statement to ensure they are correct.

If there is any doubt please check with your financial institution before completing this application.

### Weekends or public holidays

Payments falling due on a weekend or public holiday will be debited the next business day.

### Ensure you have funds available

You are responsible for ensuring your account has sufficient cleared funds to pay each debit on the day it is due.

If there are insufficient funds in your account and your financial institution dishonours the debit RAA may pass on to you any fees and/or costs incurred. Please tell us if you change or close your account or if you will not have funds available on the day your debit is due.

### Overdue payments

- If a direct debit is returned unpaid by your financial institution we will attempt to debit again the original amount and any fees charged to us or we will contact you to make alternative arrangements.
- If any instalment payment is overdue by one month or more, your cover will be cancelled.
- We may cancel the Direct Debit arrangement if 3 or more debits are returned unpaid.

### Your privacy

We will keep all information relating to your account confidential. You consent to us using or releasing your account information to investigate any enquiries relating to possible incorrect debits.

### If you have a complaint regarding a direct debit transaction

If you wish to dispute a debit which has been made from your account please contact us. If you are not satisfied with our response you may also contact your financial institution.

### Definition

In this agreement, 'RAA' means if the product/service specified below is:

An insurance product, RAA Insurance Limited (ABN 14 007 872 602, AFSL No. 232 525); or

Not an insurance product, Royal Automobile Association of South Australia Inc (ABN 90 020 001 807).

## Membership Terms and Conditions

By holding an insurance product with RAA you automatically qualify for RAA membership. Below are the terms and conditions that relate to your membership.

- a. By purchasing a qualifying RAA product, you agree to become a member of RAA and to be bound by the Constitution of RAA (**available at [raa.com.au](http://raa.com.au)**).
- b. You authorise any officer of RAA to execute any document on your behalf necessary or desirable to facilitate you becoming a member of RAA.
- c. You acknowledge that if you cease to be a member of RAA, RAA may terminate this Agreement in accordance with clause 31 of the Constitution.
- d. If you cease to hold a relevant RAA product that qualifies you to remain a member of RAA and otherwise do not qualify to be a member of RAA, pursuant to the Constitution of RAA or the regulations made under that Constitution, you irrevocably agree to immediately resign as a member of RAA and acknowledge that you cease to be entitled to any rights and privileges associated with that membership.
- e. In the event of the circumstances set out in paragraph (d) above, and in order to secure RAA's rights under paragraph (d), in consideration for RAA admitting you as a member, you irrevocably authorise any officer of RAA to execute on your behalf any document necessary or desirable to effect your resignation as a member of RAA, including giving a notice of resignation under clause 6.2 of the Constitution of RAA.

## Talk to a local

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### Phone

To obtain a quote or to make a change to your Policy;  
**Call 8202 4567**  
**Country Free Call 1300 88 4567**

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### Claims 8202 4575

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### Fraud Hotline 8202 4780

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### Call in to any RAA Shop

See back cover for shop listings.

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## Payment options

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**BPAY biller code 57590**

**Pay by mail** GPO Box 1499, Adelaide SA 5001

**Pay by the month** Have your premium deducted by direct debit from your bank, building society, credit union or credit card account. Call 8202 4567

**Pay by phone** 1300 729 722

**Pay on-line** [raa.com.au](http://raa.com.au)

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The Motorcycle Insurance products in this PDS are prepared, issued and underwritten by RAA Insurance.

Prepared 1 September 2016. Effective date 1 October 2016.

RAA Insurance Limited (trading as RAA Insurance) ABN 14 007 872 602  
AFSL 232525

101 Richmond Road, Mile End SA 5031



## **Need a hand?**

Call 8202 4567 or visit us at an RAA Shop  
[raa.com.au](http://raa.com.au)

### **Metropolitan shops**

**Adelaide**, 41 Hindmarsh Square

**Colonnades**, Shop 169, Centro Colonnades

**Elizabeth**, Shop 147, Elizabeth Shopping Centre

**Marion**, Shop 2042, Westfield Marion

**Mile End**, 101 Richmond Road

**Modbury**, 33 Smart Road

**West Lakes**, Shop 31, Westfield West Lakes

### **Country shops**

**Broken Hill**, 320 Argent Street

**Clare**, 280 Main North Road

**Kadina**, 62 Graves Street

**Mount Barker**, 2 Victoria Crescent,  
Mount Barker Village Shopping Centre

**Mount Gambier**, 55 Commercial Street West

**Murray Bridge**, 19 Bridge Street

**Port Augusta**, 7 Caroon Road

**Port Lincoln**, 2 Liverpool Street

**Renmark**, 49 Renmark Avenue

**Victor Harbor**, 66 Ocean Street

**Whyalla**, 85 Mcdouall Stuart Avenue

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