

# Supplementary Product Disclosure Statement

This Supplementary Product Disclosure Statement (**SPDS**) was prepared on 1 July 2024 and issued by RAA Insurance Limited ABN 14 007 872 602, AFSL Number 232525 (**RAA Insurance**).

This SPDS supplements the Motorcycle and Mobility Scooter Insurance Product Disclosure Statement (**PDS**) prepared by RAA Insurance on 30 September 2021.

This SPDS should be read together with the PDS and the Financial Services Guide effective 30 September 2021 and any other SPDS we may give you for your PDS. The PDS and SPDS together with your Certificate of Insurance form your policy of insurance.

RAA is exploring opportunities to modernise its governance structure so that all RAA entities are established under the Corporations Act. Further information is available at [raa.com.au/about-raa/corporate-governance/modernising-our-raa](http://raa.com.au/about-raa/corporate-governance/modernising-our-raa).

The purpose of this SPDS is to update the Membership Terms and Conditions on page 51 of the PDS.

## Important changes

The “Membership Terms and Conditions” section on page 51 of the PDS is replaced with the following:

### Membership Terms and Conditions

By holding an insurance Policy with RAA Insurance, you are automatically entitled to become a member of RAA. Below are the terms and conditions that relate to your membership.

- by purchasing this Policy, you agree to become a member of RAA and to be bound by the Constitution of RAA, a copy of which is available at [raa.com.au](http://raa.com.au).
- you authorise any authorised representative of RAA to execute any document on your behalf that enables you to become a member of RAA.

In this section, “RAA means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 (the Association) and, subject to and on the date that the transfer of the undertaking of the Association takes effect pursuant to section 42 of the *Associations Incorporation Act 1985* (SA), Royal Automobile Association of South Australia Limited ACN 677 371 274”.



# Motorcycle and Mobility Scooter Insurance

Product Disclosure Statement



# **We are here to help**

To get a quote or to make a change to your Policy, call **8202 4567** or free call from the country on **1300 884 567**.

**Claims 8202 4575**

**Fraud Hotline 8202 4780**

# About this PDS

This Product Disclosure Statement (**PDS**) contains important information to give you a better understanding of Motorcycle and Mobility Scooter Insurance. This is to be read together with your Certificate of Insurance to ensure the product you are buying is right for you. When you purchase a Motorcycle and Mobility Scooter Insurance Policy, this PDS and your Certificate of Insurance form an agreement between us and you, and we enter a contract which is called a Policy (**Policy**).

It is important to know that we may make changes to the PDS that do not negatively affect your Policy without telling you. If needed, we will issue a supplementary or replacement PDS. If you would like to be updated of any changes to this PDS, you can request a free copy of our PDS by calling us on **8202 4567** or you can obtain a PDS online by visiting **raa.com.au**

The Policy and this PDS are prepared, issued and underwritten by RAA Insurance Limited ABN 14 007 872 602 AFSL 232525 (**RAA Insurance**).

Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807 (**RAA Group**) arranges the issue of RAA Insurance products on behalf of RAA Insurance.

Prepared 30 August 2021. Effective date 30 September 2021.

All capitalised terms, and some others, used throughout this PDS are defined in the Glossary on page 47.

# Where to find

<b>Customer care</b>	<b>1</b>
General Insurance Code of Practice	1
Privacy of your personal information	1
Financial Claims Scheme	2
Support for our members	2
How to resolve a complaint or dispute	3
<b>Important things you should know</b>	<b>4</b>
<b>About the Premium</b>	<b>9</b>
<b>Alteration or cancellation of your Policy</b>	<b>12</b>
<b>Excess</b>	<b>14</b>
<b>Your Policy</b>	<b>17</b>
General	17
Comprehensive Cover	18
Legal Liability cover	19
<b>Additional Benefits</b>	<b>21</b>
General	21
Motorcycle only	22
<b>General Exclusions</b>	<b>28</b>

<b>Claims</b>	<b>35</b>
Information	35
Repair or cash	38
Total Loss	39
Making a claim	41
Common questions	43
How your claim is paid	44
<b>Glossary</b>	<b>47</b>
<b>Membership Terms and Conditions</b>	<b>51</b>
<b>Contact us</b>	<b>Back page</b>

## Customer care

### General Insurance Code of Practice

RAA Insurance is committed to following the General Insurance Code of Practice (**The Code**), which aims to achieve the best standards of service 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 Code, contact the Insurance Council of Australia at [insurancecouncil.com.au](http://insurancecouncil.com.au) or by calling **02 9253 5100**.

### Privacy of your personal information

RAA Insurance handles personal information in accordance with the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles, and we will deal with personal information in accordance with the RAA Privacy Policy.

RAA Insurance, its agents (including RAA Group) and third-party service providers may collect information from you or our agents.

RAA Insurance will use your personal information to issue and manage your Policy, to assess the risk you present to us, to process and settle claims, to offer other products and services to you (including from RAA Group or other service providers and intermediaries), to manage our ongoing relationship with you, to provide you with marketing and promotional communications in accordance with your preferences, and otherwise as necessary for our business purposes.

If you do not provide us with this information, we may not be able to issue your Policy or provide our other products and services to you, give you the full range of membership benefits, or process any claims under your Policy.

We may disclose your personal information for such purposes to third parties who provide services to RAA Group or RAA Insurance, and as otherwise required or permitted by law. This may include disclosure of your personal information to recipients located overseas (including the United States or Europe).

Our Privacy Policy contains information about how you may seek access to or provide correct personal information that RAA Insurance holds about you. It also sets out how you may complain about a breach of the Australian Privacy Principles by RAA Insurance, its agents (including

RAA Group) or service providers, and how we will handle such a complaint.

If you provide us the personal information of another person, we will assume you have the appropriate consent or authorisation to give this information to us.

By providing personal information, you, and any other person you give personal information for, consent to the uses and disclosures set out in our Privacy Policy. If you wish to withdraw your consent, please contact us.

### **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.

You can get information about the FCS from the Australian Prudential Regulation Authority (**APRA**) at [apra.gov.au](http://apra.gov.au) or by calling **1300 558 849**.

### **Support for our members**

We understand that you might need extra support at certain times in your life. This could be due to physical or mental health issues, family violence, language, literacy or cultural barriers, living in a remote location or financial distress. We are committed to being there for our members, which is why our staff are trained to identify and assist those who find themselves in vulnerable situations.

If your Policy is held jointly with another person and you suffer loss from an Incident due to the mental illness, substance abuse, or malicious conduct of that other person we will take this into account when we assess your claim. In these circumstances we may make an ex-gratia payment to you even if we are not legally required to meet your claim.

If you are experiencing difficulties, please let us know, so that we can help support you. Further information about the support we provide is available at [raa.com.au](http://raa.com.au)



## **Customer care** (continued)

### **How to resolve a complaint or dispute**

We want you to be happy with your insurance. If you have a complaint or dispute and are unhappy with something to do with your Policy or our service, we would love to hear from you.

To make a complaint please call us on **8202 4567** (Policy) or **8202 4575** (Claims) and speak with one of our consultants, as they may be able to resolve your complaint. You can also make a complaint at one of our shops or by writing to us at **membersupport@raa.com.au** or 101 Richmond Road, Mile End, SA 5031.

Your complaint will be handled by a person with appropriate authority, knowledge and expertise. We will tell you the name and the contact details of the person assigned to liaise with you about your complaint.

We will keep you informed about the progress of your complaint at least every 10 Business Days, unless it is resolved earlier, or you agree to a different timeframe.

If your complaint cannot be resolved directly with us or remains unresolved 30 days from when you first lodged the complaint, we will tell you the reasons for the delay and the contact details for the Australian Financial Complaints Authority (**AFCA**). You can seek an external review by contacting AFCA. Before a complaint is investigated by AFCA, they will ask that you first talk to us, so that we will have an opportunity to resolve the matter.

AFCA is a free service and is an independent and impartial body. You can contact AFCA at:

**Website:** [afca.org.au](http://afca.org.au)

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

**Phone:** 1800 931 678

**Fax:** 03 9613 6399

**Mail:** Australian Financial Complaints Authority Limited,  
GPO Box 3 Melbourne, VIC 3001

Further information about our processes for handling complaints is available at **raa.com.au**

## **Important things you should know**

### **Your duty to take reasonable care not to make a misrepresentation**

We will ask you questions before we agree to insure you or renew, extend, or vary your Policy. When answering those questions and providing information to us you have a legal duty to take reasonable care not to make a misrepresentation to us.

You have this duty until we agree to insure you or until we agree to renew, extend, or vary your Policy.

The answers and information you provide to us are relevant to our decision to insure you so it is very important that you answer all of the questions fully, honestly and accurately.

We may consider that you have breached your legal duty if any of the answers or information you provide to us are inaccurate, false or misleading, or if you withhold information from us.

When you receive an insurance renewal, we will ask you if any of the information you have previously provided for your Policy has changed. We will ask you to tell us about any change to this information or confirm that there is no change. At that time you also have a duty to take reasonable care not to make a misrepresentation to us.

Again, the answers and information you provide when you receive an insurance renewal are relevant to our decision to insure you so it is very important that you answer them fully, honestly and accurately and that you provide the correct information.

### **If you breach your duty to take reasonable care not to make a misrepresentation**

It is very important that you answer all of our questions fully, honestly and accurately as there can be significant consequences if you fail to do so.

If you breach your duty to take reasonable care not to make a misrepresentation, we may cancel your Policy or reduce the amount we will pay you if you make a claim, or both.

If your breach is fraudulent, we may refuse to pay a claim and treat the Policy as if it never existed.

### **Your responsibility**

It is your responsibility to take reasonable care to give us the correct information.

Please check any Certificate of Insurance we send you to make sure the information you have given us is correct.

## **Important things you should know (cont.)**

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 of those persons.

### **Joint Holders of a Policy**

If more than one person is named as the Insured on the Certificate of Insurance, each person is a joint holder of the Policy and referred to as a Co-Insured.

Each Co-Insured authorises us to share their personal information and information regarding the Policy with the other Co-Insured(s). You may revoke this authorisation at any time during the term of the Policy by contacting us.

Each Co-Insured may make changes to the Policy, but they are not allowed to remove the other Co-Insured(s) from the Policy without consent of the other Co-Insured(s). If you seek to cancel or make changes to a Policy, we may consult with any other Co-Insured but we are not obliged to.

### **Delegated Authority**

A Delegated Authority is someone who is appointed by you to act on your behalf. Delegated Authorities are authorised to enquire about and make adjustments to a Policy and to lodge and manage claim(s) on behalf of you. **Delegated Authorities are not permitted to initiate or cancel a Policy.** Delegated Authorities can only be appointed by written or verbal authority of the Insured, and the authority will continue until a written or verbal request is made to remove the authority.

### **Information which may affect your Policy**

During the term of your Policy, you must tell us immediately if there has been a change to any of the following:

- Accessories or Modifications to your Vehicle;
- the use of your Vehicle, including any Business Use;
- ownership of your Vehicle;
- claims history relating to you, any Co-Insured or Named Driver(s) (including where any subsequent claims are denied under a different policy);
- driving history relating to you, any Co-Insured or Named Driver(s) (including any new driving offences or conditions applied to your licence);
- criminal history relating to you, any Co-Insured or Named Driver(s) (including any new offences, charges or convictions); and/or

- condition of your Vehicle – including any Damage to the Vehicle (whether the subject of a claim or otherwise).

If your Vehicle is a Motorcycle then, during the term of your Policy, you must also tell us immediately if there has been a change to any of the following:

- the Named Driver(s) of your Motorcycle;
- storage location of your Motorcycle; and/or
- whether your Motorcycle is subject to finance.

If a change to any of these factors occurs:

- you may need to make a change to your Policy;
- you may need to pay an additional Premium and/or Excess;
- we may cancel your Policy; and/or
- we may decide not to renew your Policy.

If you do not advise us of these changes and we find out, we may cancel your Policy or reduce the amount we will pay for a claim under this Policy.

### **Is this Policy right for you?**

We have made a target market determination for this product. It is a document that describes who this product is suitable for. You can view it at [raa.com.au](http://raa.com.au)

Please consider the terms of this PDS and our target market determination to ensure this Policy is right for you.

### **Cooling-off Period**

If you are not happy with the cover you have chosen, we offer a Cooling-off Period of 21 days. This means you can cancel your Policy within 21 days of the Inception Date set out on your Certificate of Insurance (Cooling-off Period) by telling us and requesting cancellation. If you cancel during the Cooling-off Period, and you have not made a claim within the Cooling-off Period, we will give you a full refund of any Premium you have paid. If you make a claim during the Cooling-off Period, you are deemed to have waived your right to cancel the Policy.

If you do not tell us of your decision to cancel within the Cooling-off Period, the Policy will remain active from the Inception Date and you must pay your Premium. Failure to pay your Premium, if due within the Cooling-off Period, will not constitute a request to cancel your Policy.

The Cooling-off Period is only applicable for new business and does not apply to renewal of a Policy.

## **Important things you should know (cont.)**

### **Term of your Policy**

Your Policy will start on the Inception Date and continue for a term of either 6 or 12 months at your election. The Inception Date and Expiry Date are shown on your Certificate of Insurance. Before your Policy expires, we will send you information about the next term of insurance.

### **Sum Insured**

Your Sum Insured is shown on your Certificate of Insurance. On renewal of your Policy your Sum Insured will be adjusted in-line with any adjustment to the market value of your Vehicle. Your adjusted Sum Insured will be shown on your Certificate of Insurance for the renewed Policy.

### **When this Policy comes into effect**

The Policy (i.e. the contract between you and us) is formed when you receive your Certificate of Insurance. The Policy applies from the Inception Date shown on your Certificate of Insurance.

### **What is covered by this Policy?**

The Policy applies to your Vehicle and will apply for the benefit of you and any Co-Insured. The Policy covers you and anyone else you have authorised to drive your Vehicle, not just the Named Driver(s) (if any). There are specific exclusions set out in the descriptions of each element of the Policy, which are additional to the General Exclusions of the Policy (see pages 28–34). Depending on your circumstances, there may also be some specific variations/exclusions or additional Excess requirements set out on your Certificate of Insurance. Carefully read the details listed on your Certificate of Insurance to make sure you are comfortable with the information you have provided, together with any variations/exclusions or additional Excess requirements.

### **What is not covered by my Policy?**

There are certain Incidents that are not covered by your Policy.

These are either:

- excluded from the definitions or descriptions of loss or damage to your Vehicle, Legal Liability, Additional Benefits in the relevant sections of this PDS; or
- set out in the section 'General Exclusions' on pages 28–34.

## **What is the cost to me?**

When you take out the Policy, you will need to pay the Premium.

The amount of the Premium will depend on a number of factors including, for example, details of your Vehicle or any Named Driver(s). This is described further on pages 9–10.

If you make a claim under the Policy you may be required to contribute to the cost of the claim by paying what is known as an Excess. This is described further on pages 14–16.

If you make a claim, and you then withdraw your claim or we refuse to accept it, you may be required to pay any costs we have incurred in connection with processing the claim. This is described further on page 37.

## **Does my Policy cover Business Use?**

If your Vehicle is used for any Business Use or purpose other than Private Use, you must disclose this information to us as we may not offer a Policy to cover this, or additional conditions may apply to your Policy (for example, exclusions or additional Excess requirements). This includes situations where you lease, hire or lend your Vehicle to another person for Business Use and where you or someone else uses your Vehicle for Rideshare Service purposes.

If we agree to extend your Policy to cover your Vehicle for Business Use, it will be noted on your Certificate of Insurance.

## **Credit provider's rights**

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

## **Defined Terms**

All capitalised terms used throughout this PDS have the definition as set out in the Glossary on page 47. We have also included definitions for 'you', 'your', 'we', 'our' and 'us' in the Glossary.

## **We are here to help**

If you have any questions, give us a call on **8202 4567**.

## About the Premium

### Premium

The Premium is the amount you pay for the Policy.

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

A minimum Premium applies for every Policy.

The information you give us may affect how the risk is assessed, and therefore the amount of the Premium payable. Check your Certificate of Insurance to make sure all information is true and correct. If the information is not true and correct, call us immediately on **8202 4567**.

### How we calculate the Premium for insurance

The base Premium that you pay for your Policy will depend on the following factors (among others), as applicable for that type of vehicle:

Premium Factor	Possible Impact	Type of Vehicle
Age and gender of Named Driver(s)	The age and gender of Named Driver(s) may affect the Premium.	All
Discounts	You may qualify for one or more of the discounts offered by us.	All
Driving history of Named Driver(s)	Driver(s) with different levels of experience and claims may attract different Premiums or Excesses.	All
Amount of Basic Excess selected	Your Premium may be affected by the amount of Basic Excess selected.	All
Whether your Motorcycle is subject to finance	Your Premium may be affected if you have taken out a loan for your Motorcycle.	Motorcycle only
Garaging address of your Motorcycle	If your Motorcycle is stored in a high-risk area it may affect your Premium.	Motorcycle only
Annual kilometres for your Motorcycle	The annual distance you drive your Motorcycle may affect your Premium.	Motorcycle only
Type of Motorcycle and its Accessories/ Modifications	Average repair costs for Motorcycles and Accessories and Modifications may affect your Premium.	Motorcycle only
Sum Insured	A higher Sum Insured will normally attract a higher Premium.	All

<b>Premium Factor</b>	<b>Possible Impact</b>	<b>Type of Vehicle</b>
<b>Use of your Motorcycle</b>	Using your Motorcycle for Business Use may affect your Premium.	Motorcycle only
<b>Storage type of your Vehicle</b>	Where your Vehicle is stored may affect your Premium.	All
<b>Frequency of use for your Motorcycle</b>	How frequently you use your Vehicle may affect your Premium.	Motorcycle only

### **Insurance Rating**

Upon inception and each renewal, we will determine your insurance rating by considering your driving and claims history with us or a previous insurer. For each year of your driving history that you do not have a claim your insurance rating will move up until you reach a rating 1. Once you reach a rating 1 you will be a rating 1 for the life of your Policy and any other Policy held with RAA under this PDS. This means your rating 1 is protected, no matter how many claims you have in the future or who is At Fault. If you are not a rating 1 and you make a claim that affects your insurance rating, the new insurance rating will take effect on renewal, and this will affect your Premium.

We adjust your base premium depending on your insurance rating. If you are a rating 5 or lower this adjustment will be a discount on your base Premium.

When determining the adjustment to your base premium, we do not include any claim where we are not entitled to charge an Excess under this PDS.

Your insurance rating will not limit or restrict our right to apply any Excess, vary your Premiums or offer or deny renewal of your Policy in accordance with our standard underwriting criteria.



## **About the Premium (continued)**

### **Changes in Premium**

Each time you renew your Policy, your Premium is likely to change, even if the details of your Vehicle, Named Driver(s) or your personal circumstances have not changed. This is because Premiums are affected by many factors including:

- new and updated data we use to calculate the Premium;
- the cost of claims we have paid and expect to pay in the future;
- any changes in government taxes, levies or charges; and
- the cost of running our business.

### **Payment of Premium**

You may elect to pay your Premium up-front or by instalments.

#### **Upfront payment**

You must pay your Premium in full by the due date shown on your Certificate of Insurance. If you do not pay the Premium by the due date, we may cancel the Policy by written notice to you.

#### **Pay by instalments**

If you have a 12 month Policy term you can pay your Premium by instalments via a monthly direct debit from your bank account or credit card.

You are responsible for ensuring your account/credit card has sufficient clear funds to pay each debit on the day it is due. We may deduct two payments in the first month, depending on your monthly payment date.

If you fail to pay an instalment and it remains unpaid for:

- 14 days, we may refuse or limit our liability to pay your claim until you pay the outstanding instalments; or
- more than 1 month, we may cancel your Policy with immediate effect by written notice to you.

A copy of our Direct Debit Request Service Agreement is available from [raa.com.au](http://raa.com.au)

### **Outstanding Premium following Total Loss**

If your Vehicle is a Total Loss, then following settlement of your Claim:

- this Policy will be cancelled with no refund of your Premium; and
- you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy).

## **Alteration or cancellation of your Policy**

### **Altering your Policy**

You may ask us to change your Policy at any time.

Where that change results in a change to your Premium, we will not charge or refund any amount unless it results in a change to your total Premium of \$20 or more.

### **Cooling-off**

You can cancel your Policy during the Cooling-off Period provided you have not made a Claim. If you cancel your Policy during the Cooling-off Period, we will cancel the Policy on the date you tell us that you are Cooling-off. We will refund all Premium paid by you, however we will not Cover you under this Policy.

### **If you cancel your Policy**

You can cancel your Policy at any time after the Cooling-off Period.

If you cancel your Policy after the Cooling-off Period, the cancellation takes effect on the date you tell us or any future date you give us. We will continue to Cover you under this Policy until the effective date of your cancellation. If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund your Premium.

## **Alteration or cancellation of your Policy** (continued)

### **If we cancel your Policy**

We may cancel your Policy at any time by written notice to you as permitted by law or this PDS, including where you fail to make payments, or fail to disclose important information to us. We will continue to Cover you under this Policy until the date of cancellation notified to you.

If you have paid your Premium up front, we will refund any Premium applicable to the term following cancellation, as long as it is \$20 or more. If you have been paying by instalments, we will cancel any further direct debits, but we will not refund any Premium paid.

### **If your Policy is void**

If you or any Co-Insured or anyone acting on your or their behalf has fraudulently failed to disclose or misrepresented information to us at the time of taking out your Policy, we may void the Policy from its inception (treat the Policy as if it never existed) in accordance with the *Insurance Contracts Act 1984*. If we void the Policy, we will refund any Premium paid in respect of the Policy and we will not Cover you under this Policy.

## **Excess**

If you make a claim, you may be required to pay a contribution towards the claim. This is known as an Excess. There are different types of Excess which may apply at the time of the claim. The type(s) of Excess which apply to your Policy will be shown on your Certificate of Insurance.

### **Basic Excess**

A Basic Excess is the amount you have agreed to pay as a contribution if you make any claim. Unless otherwise specified in this PDS, the amount payable as your Basic Excess will be the same for all claims as shown on your Certificate of Insurance. We may increase your Basic Excess on renewal of your Policy. Any change will be stated on your renewal notice and as RAA provides flexible Excess options, you may change the amount of your Basic Excess by contacting RAA.

For an explanation of the Basic Excess options available to you, call **8202 4567**.

### **No Excess**

There is no Excess payable for claims made under the Travellers benefit only (see pages 26–27).

### **Additional Excess**

#### **Age Excess**

If your Vehicle is a Motorcycle, an additional 'Age Excess' will apply if the Driver of your Vehicle at the time of the Incident, that resulted in the claim was under 25. The amount of the Age Excess will be set out on your Certificate of Insurance. The Age Excess will not apply to claims for any loss or damage caused by:

- a learner driver;
- fire;
- flood;
- hail;
- impact while your Motorcycle is parked or unattended;
- malicious damage;
- storm; and/or
- Theft or attempted Theft.

If an Age Excess is payable it is payable in addition to any Basic Excess.

## **Excess (continued)**

### **Non-removable Excess**

Other Non-removable Excess(es) may apply to your Policy. These are an additional Excess which may apply to your Policy as a result of an individual risk review, or information relating to:

- your Vehicle;
- your or a Co-Insured's claims history;
- driving history of Named Driver(s) (if applicable); and/or
- Accessories or Modifications.

A Non-removable Excess may apply on inception. It may also be added upon renewal of your Policy to reflect any change to the above information.

The amount of any Non-removable Excess will be shown on your Certificate of Insurance, together with a description of the reason for the Excess. A Non-removable Excess applies to all claims unless noted in the description that it only applies to certain claims.

Each Non-removable Excess is in addition to any Basic Excess and/or Age Excess (if applicable) you are required to contribute.

### **Waiver of Excess**

We will waive all Excesses payable for claims made for:

- an Incident where, in our opinion, the driver/rider of the other vehicle was more than 50% at fault and you can supply:
  - the full name and address and either the phone number or email address of that driver/rider, and
  - the registration details of the other vehicle; or
- an Incident involving Theft or vandalism, where you give us a Police report that shows the name and address of the offender who has been charged with or convicted of the crime.

### **Excess per Incident**

If you make a claim and it is caused by more than one Incident, you will need to make a claim for each Incident and pay the applicable Excess(es). For example, if you reverse into an object and damage the rear of your Vehicle and then accelerate forward and hit an object causing damage to the front of your Vehicle, this is considered two Incidents.

If your claim for loss or damage is caused by a single Incident, and you need to claim under multiple benefits of your Policy, we will only ask you to pay one Basic Excess and any applicable Non-removable Excess and/or Age Excess.

### **Payment of Excess**

We only provide cover under this Policy if the amount of the claim is more than the Excess payable.

You will only be required to pay an Excess if your claim is accepted. Where an Excess is payable, we will tell you the options for payment of the Excess, which may include:

- payment by you to us;
- deducting it from the amount we pay you under the claim; or
- payment by you to a supplier or repairer assisting with the claim.

## **Your Policy – General**

Subject to the General Exclusions (see pages 28–34) and other terms and conditions set out in this PDS, under this Policy you can make claims for:

- Incidents causing loss or damage to your Vehicle;
- Legal Liability (Legal Liability Cover); and
- Additional Benefits applicable to your Vehicle.

Unless specified otherwise in this PDS, each claim for any Incident is limited to the Sum Insured of your Vehicle.

In addition, for some Incidents there will be a Specific Limit on the amount you can claim under this Policy (Specific Limit). Where a Specific Limit applies it is specified in the description of the relevant benefit. A Specific Limit overrides the general limit of the Sum Insured and may result in the amount you can claim being below the minimum amounts prescribed by the *Insurance Contracts Act 1984*.

## Your Policy – Comprehensive Cover

Under this Policy, we will cover your Vehicle in respect of loss or damage caused by events listed below. This cover is subject to the General Exclusions (see pages 28–34) and other terms and conditions set out in this PDS.

### Loss or damage

---

<b>What we cover</b>	Loss or damage to your Vehicle as a result of: <ul style="list-style-type: none"><li>• an Accident;</li><li>• fire;</li><li>• flood;</li><li>• hail;</li><li>• malicious damage;</li><li>• storm; and/or</li><li>• Theft or attempted Theft.</li></ul>
----------------------	--

---

<b>What we do not cover</b>	Any loss or damage arising from an Incident outside of Australia.
-----------------------------	---

---

<b>Specific Limit</b>	<b>The maximum that we will Cover you for loss or damage to your Vehicle arising from any one Incident is the Sum Insured as shown on your Certificate of Insurance unless stated elsewhere in this PDS. If you are entitled to New Motorcycle Replacement, the Specific Limit will be as specified on page 40.</b>
-----------------------	---

---



## Your Policy – Legal Liability cover

Under this Policy, we will Cover you for loss or damage to other people's property, as well as their bodily injury or death, caused by or arising out of the use of your Vehicle as listed below. This cover is subject to the General Exclusions (see pages 28–34) and other terms and conditions of this PDS. For this section 'you' includes any Driver or passenger in, on or getting out or off your Vehicle.

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

---

**What we cover**            The amount which:

- you; and/or
- your employer, principal or business partner, may be held legally liable to pay for loss or damage to a third parties' property, as a result of an Incident arising out of the use of your Vehicle.

---

**What we do not cover**    Loss or damage:

- to property that you have in your control or possession at the time of the Incident;
- to property owned by you;
- to property as a result of an Incident arising out of the use of a substitute Motorcycle; and/or
- for any amounts that you are entitled to claim or receive under any other insurance cover or statute.

---

**Specific Limit**            **The maximum we will pay under this Policy for all Legal Liability (not including death or bodily injury) claims arising from any one Incident is \$20,000,000 in total, including all associated Legal Costs we have approved.**

---

## **Legal Liability cover for death or bodily injury**

---

**What we cover**      The amount which you may be held legally liable to pay for death or bodily injury to any person arising out of the use of your Vehicle, other than a person who is:

- a relative of yours, de facto of yours, or child of any de facto of yours;
- any person who ordinarily resides with you;
- an employee, servant, or agent of yours; and/or
- a contractor or sub-contractor employed or engaged by you.

---

**What we do not cover**      We do not cover liability for death or bodily injury:

- when you have, or should have, cover (wholly or partly) under a compulsory insurance policy or any statutory or compensation scheme or fund covering such legal liability; and/or
- as a result of an Incident arising out of the use of a substitute Motorcycle.

---

**Specific Limit**      **The maximum that we will Cover you for all death or bodily injury liability claims arising from any one Incident is \$5,000,000 in total, including all associated Legal Costs we have approved.**

---

## Additional Benefits – General

Under this Policy, we will make the Additional Benefits listed below available when you make a claim which is covered by this Policy. The Additional Benefits are subject to the General Exclusions (see pages 28–34) and other terms and conditions of this PDS.

Specific exclusions for each Additional Benefit are set out in this section.

### Legal Costs

---

<b>What we provide</b>	If you have our express prior agreement, we will reimburse all Legal Costs and legal expenses incurred by you arising from an Incident covered by the Policy.
------------------------	---

---

<b>Exclusions</b>	This does not apply to reimbursement of Legal Costs and legal expenses incurred by you, without our express prior agreement.
-------------------	--

---

<b>Specific Limit</b>	<b>There is no limit as long as you have our express prior agreement.</b>
-----------------------	---

---

## Additional Benefits – Motorcycle only

Under this Policy, if your Vehicle is a Motorcycle, we will make the Additional Benefits listed below available when you make a claim which is covered by this Policy.

The Additional Benefits are subject to the General Exclusions (see pages 28–34) and other terms and conditions of this PDS. Specific exclusions for each Additional Benefit are set out in this section.

### 14-day change of Motorcycle

---

<b>What we provide</b>	We will Cover you under the terms of this Policy for any replacement Motorcycle for 14 days once you have sold or disposed of your Motorcycle (as if it was the vehicle named on the Policy).
------------------------	---

<b>Exclusions</b>	The cover on your existing Motorcycle will cease from the date of purchase of the replacement Motorcycle.
-------------------	---

<b>Specific Limit</b>	<b>14 days</b>
-----------------------	----------------

---

### Emergency repairs

---

<b>What we provide</b>	Reimbursement for the cost of emergency repairs if required after an Incident so that you can get your Motorcycle to your destination or the nearest repairer.
------------------------	--

<b>Exclusions</b>	This does not apply to any additional repairs beyond emergency repairs unless you receive our prior consent.
-------------------	--

<b>Specific Limit</b>	<b>Up to \$750</b>
-----------------------	--------------------

---

### Emergency travel/accommodation

---

<b>What we provide</b>	Reimbursement for the cost of emergency travel and overnight accommodation if your Motorcycle has been stolen or is not rideable as a result of an Incident.
------------------------	--

<b>Exclusions</b>	This is not available if you are less than 100km from your Home.
-------------------	--

<b>Specific Limit</b>	<b>Up to \$750</b>
-----------------------	--------------------

---

## Additional Benefits – Motorcycle only (cont.)

### Choice of repairer

---

**What we provide** You can select a repairer who we recommend, or choose a different repairer who must meet our minimum standards, provided that no repairs are undertaken without our prior authorisation. We will assist you to find a suitable repairer for your Vehicle following an Incident, using our experience and first-hand knowledge of repairers. We have a network of repairers who meet our high standards.

---

**Exclusions** When authorising repairs, we will consider the repairer's ability to complete the repair to a standard we expect in terms of safety, quality, fairness, timeliness, regulatory compliance and pricing. If for any reason we do not recommend you proceed with a repairer, we will contact you to discuss your options. If you wish to go ahead with a repairer that does not meet our standards, we will pay you the assessed cost of repairing your Motorcycle, instead of authorising repairs.

---

### Theft of keys

---

**What we provide** The replacement of your keys, central locking remote control and/or re-coding of locks of your Motorcycle if your keys have been stolen.

---

**Specific Limit** Up to \$1,000

---

### New Motorcycle Replacement

---

**What we provide** If you are eligible for this benefit (refer below) we will replace your Motorcycle with a new Motorcycle of the same or similar make and model as your Motorcycle (subject to local availability) including all on-road costs.

---

**Eligibility Criteria** You will only be eligible for this benefit if, following an Incident, your Motorcycle is deemed to be a Total Loss by us and:

- you purchased your Motorcycle brand new (including demonstration models); and
- your Motorcycle is a Total Loss within 2 years of the start date of the original registration.

---

## Recovery costs following Theft

---

<b>What we provide</b>	The transport costs agreed by us for the return of your Motorcycle, if your Motorcycle has been recovered following Theft.
------------------------	--

---

## Rider Safety Equipment

---

<b>What we provide</b>	Replacement of Rider Safety Equipment (new for old) if an Incident occurs in respect of your Motorcycle and you or a pillion passenger's Rider Safety Equipment is Accidentally damaged.
------------------------	--

---

<b>Exclusions</b>	This does not apply If: <ul style="list-style-type: none"><li>• the Damage is not the result of an Incident;</li><li>• you do not own or are not responsible for the Rider Safety Equipment; and/or</li><li>• the Rider Safety Equipment is not manufactured specifically for use by a Rider or pillion passenger of a motorcycle.</li></ul>
-------------------	--

---

<b>Specific Limit</b>	<b>Up to \$750</b>
-----------------------	--------------------

---

## Substitute Motorcycle

---

<b>What we provide</b>	The amount you may be held legally liable to pay for loss or damage to other people's property while driving an uninsured substitute Motorcycle, provided: <ul style="list-style-type: none"><li>• your Motorcycle is not drivable due to an Incident or need for service or repair at the time;</li><li>• the substitute Motorcycle is of similar type to your Motorcycle and is registered; and</li><li>• the substitute Motorcycle is in your legal custody and control but does not belong to you.</li></ul>
------------------------	--

---

<b>Exclusions</b>	This does not apply to loss or damage: <ul style="list-style-type: none"><li>• to the substitute Motorcycle; and/or</li><li>• to property owned by you.</li></ul>
-------------------	---

---

<b>Specific Limit</b>	<b>Up to \$20,000,000</b>
-----------------------	---------------------------

---

## Additional Benefits – Motorcycle only (cont.)

### Taxi home

---

**What we provide** Reimbursement for emergency transport by taxi or other appropriate means if your Motorcycle is not rideable to your Home, or another intended destination, from the scene of an Incident.

---

**Exclusions** This is not available if your Motorcycle is able to be safely ridden after an Incident.

---

**Specific Limit** Up to \$150

---

### Towing and storage

---

**What we provide** The cost to:

- tow your Motorcycle to the nearest repairer or to any other place approved by us; and
- store your Motorcycle until repairs can be undertaken following an Incident.

If, at the time of the Incident, your Motorcycle was towing a Trailer, we will also pay the cost to transport the Trailer to the nearest repairer or place approved by us, whether the Trailer is damaged or not.

---

**Exclusions** This does not apply to the cost of towing and storage if your Vehicle was not involved in an Incident.

---

## Travellers Benefits

---

### What we provide

#### **Emergency transport and accommodation costs if you are unable to Ride your Motorcycle due to illness or injury**

If you are on a driving trip and during that trip you suffer an unexpected serious disabling illness or injury that is not in connection with an Incident involving your Motorcycle, which leaves you unable to ride your Motorcycle, and neither you, your Family nor anyone accompanying you is able to ride your Motorcycle, we will reimburse you for:

- emergency travel and overnight accommodation costs for you or any member of your Family who was riding as a pillion passenger on your Motorcycle on the driving trip;
- appropriate ground transport either to the original destination or to your Home, for you or any member of your Family who was riding as a pillion passenger on your Motorcycle on the driving trip; and
- for ground transport to move your Vehicle from its location to your Home. Alternatively, if requested, we will move your Motorcycle to the original destination, if that is closer than your Home.

#### **Transport costs due to the death of you or a member of your Family while travelling**

If you are on a riding trip and during that trip you or a member of your Family travelling with you as a pillion passenger on your Vehicle dies in circumstances that are not related to an Incident involving your Motorcycle, we will reimburse you for:

- the transportation of the body of the deceased to a location within Australia, nominated by the closest next of kin;
  - air transportation to return to your Home, for any of you or your Family who was travelling as a pillion passenger on your Vehicle at the time of death; and
  - ground transportation of your Motorcycle in which you were travelling with the deceased at the time of death, to your Home, if no one is able or willing to ride your Motorcycle to that address.
-



## Additional Benefits – Motorcycle only (cont.)

### Travellers Benefits (continued)

---

<b>What we provide</b>	<b>Transport costs due to death of a member of your Family not travelling with you or your Family</b>  If you are on a driving trip and during that trip a member of your Family who is not travelling with you dies as a result of an Accident or unexpected illness, we will reimburse transportation costs for: <ul style="list-style-type: none"><li>• you and your Family travelling with that person, to return from that journey to your Home; and</li><li>• your Motorcycle in which you or your Family are travelling on that journey, to your home if no other person is able or willing to ride your Motorcycle to that address.</li></ul>
<b>Exclusions</b>	This benefit is not available if you are less than 100km from your Home.
<b>Specific Limit</b>	<b>The maximum we will reimburse you for any claim arising from one Incident under this benefit is \$750.</b>

---

## General Exclusions

In addition to the specific exclusions set out in the explanation of what is covered by this Policy, we may not Cover you for any claim, or may reduce the amount we will pay you for a claim, to the extent the loss, damage or liability caused by, contributed to or arising from any one or more of the following:

\*For the General Exclusions in this section 'you' includes any Driver or passenger who is in, on or getting in, on, out or off your Vehicle.

### **Actions following an Incident**

We will not Cover you for loss, damage or liability if following an Incident, the Driver of your Vehicle fails to remain at the scene of the Incident long enough for interested parties to attend and/or exchange relevant details. For example, we will not Cover you if you unreasonably fail to remain at the scene of the Incident long enough for Police to administer an alcohol test, drug test, breath or blood analysis.

### **Alcohol and/or drugs**

We will not Cover you for loss, damage or liability if at the time of an Incident your Vehicle is being driven by any person:

- who is under the influence of any drug;
- whose blood alcohol percentage or breath analysis exceeds the concentration prescribed by law in the state or territory where the Incident occurred; or
- who refuses to submit to an alcohol test, drug test, breath or blood analysis.

### **Asbestos**

We will not Cover you for loss, damage or liability 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 derivatives of asbestos.

## **General Exclusions (continued)**

### **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); and/or
- foreign substances, incorrect fuel and/or water in fuel (e.g. damage to fuel injectors, pumps, pipes and components).

### **Business Use**

We will not Cover you for any loss, damage or liability to or for your Vehicle where at the time of the Incident your Vehicle was being used for any Business Use which is not listed on your Certificate of Insurance.

### **Care**

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

- arising from a lack of maintenance;
- if reasonable care was not taken to protect or safeguard your Vehicle from the loss or damage; and/or
- if you do not take proper precautions to prevent further loss or damage following an Incident.

We will not Cover you for Theft unless you:

- use the steering lock and/or brake disc lock to secure your Motorcycle (if available for the type of your Motorcycle) when it is parked or unattended; and/or
- ensure the ignition keys are not left in your Vehicle when it is left unattended.

### **Consequential loss**

We will not Cover you for loss, damage, or liability for Consequential Loss of any kind suffered by you or any third party, unless specifically stated elsewhere in this PDS. For example, replacing compliance plates, or loss of income if your Vehicle is used for a permitted Business Use, or loss of revenue suffered by a third party.

## **Contamination**

We will not Cover you for loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from any nuclear, radioactive, biological, chemical, or toxic material.

## **Cyber**

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

- any computer, hardware, software, communications system or other electronic device or data connected to or used in connection with your Vehicle; or
- any cyber outage, computer virus, hacking or other form of cyber attack to the computer systems of any third party (including utilities service providers), unless those circumstances cause an Incident.

## **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 Vehicle, unless they are substances you are legally allowed to carry.

## **Defects**

We will not Cover you for loss, damage or liability caused by, or as a result of:

- an inherent defect;
- a defective or faulty part;
- defective or faulty workmanship;
- defective or faulty design; and/or
- defective or faulty manufacture or construction,

in respect of your Vehicle.

## **Depreciation, wear and tear**

We will not Cover you for loss, damage or liability for depreciation, wear and tear, rust, corrosion, or Damage to your Vehicle 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.

## **General Exclusions (continued)**

### **Driving after an Incident**

We will not Cover you for loss, damage or liability resulting from you driving your Vehicle in a damaged condition after an Incident or following a Theft, unless you could not have reasonably detected the damage. This includes, but is not limited to, continuing to drive your Vehicle following an Incident once your Vehicle's warning devices have activated.

### **Excluded Drivers**

We will not Cover you for loss, damage or liability if, at the time of an Incident your Vehicle was driven by:

- a person who is endorsed on your Certificate of Insurance as an excluded driver; and/or
- a person under the age of 21, unless they are accepted as a Named Driver as shown on your Certificate of Insurance.

### **Existing Damage**

We will not Cover you for the cost of repairing Damage or poor repairs that existed before the Incident occurred.

### **Failure to advise of changes to your Vehicle**

We will not Cover you for loss, damage or liability if you fail to advise us of any alteration, conversion or Modification from the manufacturer's specifications of your Vehicle that would be relevant to us in accepting the risk or continuing to insure your Vehicle. In addition to not covering you, we may cancel the Policy if you do not advise us of any of these changes (as set out on pages 5–6).

### **Fare, hire or reward**

We will not Cover you for loss, damage or liability if, at the time of the Incident, your Vehicle is being used in the course of the business of carrying passengers or goods for fare, hire or reward (e.g. food delivery, taxi, chauffeur, Rideshare Services, courier etc).

### **Illegal act**

We will not Cover you for loss, damage, or liability resulting from, contributed to or caused by your Vehicle being used in a criminal or illegal act or in breach of any law or regulation by you or by a person acting with your express or implied consent. This includes, but is not limited to, the use of your Vehicle to transport illicit drugs and your Vehicle

being driven at a speed greater than the relevant speed limit or in an area not permitted.

### **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 Vehicle.

### **Loss of value**

We will not Cover you for loss, damage, or liability for any loss of value or depreciation to your Vehicle as a result of an Incident or repairs being performed.

### **Motor trade**

We will not Cover you for loss, damage, or liability if your Vehicle is used in connection with the motor trade for experiments, tests, trials, demonstration or towing of another vehicle.

### **Motorsport**

We will not Cover you for loss, damage, or liability if your Vehicle, or any towed unit attached to your Vehicle at the time of the Incident, is being used:

- in, or tested in preparation for, racing, pace making, competitive rally, a reliability trial, or a speed or hill-climbing test;
- for any motorsport; and/or
- on a racetrack or testing ground, closed circuit or on a street circuit, using temporarily closed public roads.

### **Non-standard Accessories and Modifications**

We will not Cover you for any loss, damage or liability for any Non-standard Accessories or Modifications, or any non-standard tools, unless you have told us about them, and we have specifically agreed to cover them and they are shown on your Certificate of Insurance and we will not Cover you for loss, damage or liability to or arising from Modifications that are not street legal.

## **General Exclusions (continued)**

### **On consignment**

We will not Cover you for any loss, damage or liability as the result of liquidation, insolvency, bankruptcy or any dispute over the proceeds of a sale made on behalf of you by a vehicle dealer, agent or broker, where you have your Vehicle on consignment for sale.

### **Outside the term of insurance**

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

### **Overloading**

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

### **Pandemic and communicable diseases**

We will not Cover you for loss, damage or liability arising from any disease which can be transmitted by means of any substance or agent from any organism to another organism.

### **Repairs performed without consent**

We will not Cover you for loss, damage or liability arising from any repairs undertaken on your Vehicle after an Incident, without our prior consent.

### **Terrorism – pollution, contamination, explosion or cyber attack**

We will not Cover you for loss, damage or liability for 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; or
- computer virus, hacking or other form of cyber attack, unless those circumstances cause an Incident.

### **Tyres**

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

### **Unlawful purpose**

We will not Cover you for loss, damage, or liability if your Vehicle is being used for any unlawful purpose by you or any Co-Insured(s) or Driver(s).

### **Unlicensed Driver**

We will not Cover you for loss, damage, or liability if your Motorcycle is being driven by you or any person with your consent who:

- is not complying with the conditions of their driver's licence; and/or
- is not licensed to drive 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 Vehicle is not Roadworthy or is used in an unsafe condition, and this caused or contributed to the loss, unless 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 a foreign enemy (whether war is declared or not) mutiny or revolution. We also will not cover riot, looting or civil commotion following these incidents.

### **Wilful, reckless, or deliberate act**

We will not Cover you for loss, damage or liability that is caused by, arises from, or involved any act by you or by someone acting with your given or implied consent that:

- is deliberate or intentional;
- is a deliberate lack of action; and/or
- is wilful or reckless.

### **Your faulty workmanship**

We will not Cover you for loss, damage, or liability as a result of your faulty workmanship on your Vehicle.



## Claims – Information

### **When you want to make a claim under this Policy, we recommend that you:**

- follow the steps outlined on pages 41–42;
- do everything reasonable to prevent or limit further loss or damage; and
- if applicable, report any Incident to the Police.

### **And we recommend that you do not:**

- carry out or authorise repairs yourself (except for emergency repairs, see page 22);
- dispose of any damaged property;
- admit liability or guilt, or negotiate to settle any claim with anyone else, including the insurer of any other party involved in the Incident; and/or
- make a false or fraudulent claim.

### **We can only process a claim when we have all the information we need to process the claim, including information from Named Driver(s), other Driver(s), Delegated Authorities and/or Co-Insured(s).**

### **Contribution**

In addition to any applicable Excess, you may be required to contribute to the Cost of repair or replacement of tyres, engines, Accessories, paintwork, bodywork, radiators, batteries or interior trims affected by wear and tear, rust, corrosion or Damage, which has occurred prior to the loss. If additional repair or replacement work is necessary to complete the repairs which arise from your claim you will be required to pay for the additional repair or replacement. We will let you know if you need to make a contribution prior to settlement of the claim and tell you how it needs to be paid.

### **Replacement parts**

When directing the repairer of your Vehicle, we will ensure appropriate new or used parts consistent with the age and condition of your Vehicle are used.

### **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 give us incorrect information. If you are or would be entitled to claim any input tax credits for the repair or replacement of your Vehicle, we will reduce any settlement offer by the amount of that input tax credit.

### **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. You must seek our consent before you can agree to settle, compromise your claim or make any admission of liability or payment for loss or damage to any third party in respect of your claim. If you do not seek our consent, subject to the law we may reduce or refuse to pay your claim.

### **Pairs or sets**

If any part of your Vehicle consists of a pair or Set (e.g. alloy wheels), we will only pay for the repair or replacement of the part that is lost, damaged or stolen. If we cannot repair or replace the part, we will pay the replacement value for that part only. We will not pay for any decrease in the value of the pair or Set.

### **Pay for other benefits**

If you are entitled to any Additional Benefits in connection with your claim, these will form part of your settlement.

### **Salvage of parts**

If we replace or pay the Cost of replacement of any part of your Vehicle, the replaced item belongs to us.

### **Withdrawing your claim/refusal to accept your claim**

If you withdraw your claim or we refuse to accept it, you will have to pay the costs you have incurred as a result of the Incident.

## **Claims – Information (continued)**

### **Reimbursement**

You will be required to reimburse us for any costs we have incurred in advance of the acceptance of your claim or the costs of any investigation of the claim if:

- you withdraw the claim, or fail to provide the information required to be provided under pages 41–42, after we have incurred investigation costs; or
- your claim is denied because it is fraudulent or because you provided false or misleading information.

This includes but is not limited to any cost incurred for the investigation of your claim and payments made by RAA in advance of the acceptance of your claim, such as those shown in the benefits sections on pages 18–27. You will only be required to reimburse us for investigation costs where we have informed you in advance that the costs would be incurred.

If we accept your claim by mistake, you will need to reimburse us for any amounts we have paid you in relation to the claim.

## Claims – Repair or cash

### **Where your Vehicle is not a Total Loss:**

If we accept your claim and we determine your Vehicle is not a Total Loss, subject to the below, we will repair your Vehicle to the condition it was immediately before the Incident.

If:

- we determine the repair would require the replacement of a part and a suitable like-for-like part is not available;
- we determine the safety, quality or reliability of repairs may be affected by the condition of, or damage to, the Vehicle that arose before the Incident;
- your chosen repairer does not meet our standards for safety, quality, fairness, compliance or pricing, and you choose to settle your claim for cash in lieu of repairs; or
- a repair of your Vehicle authorised by us is not available within a reasonable timeframe,

we will pay you cash instead of repairing your Vehicle.

### **If we pay you cash, we will pay you the lesser of:**

- the assessed Cost of repairing your Vehicle to the condition your Vehicle was in immediately before the Incident; or
- the Cost of replacing your Vehicle with a vehicle of the same or similar age, make, model and condition that your Vehicle was in immediately before the Incident, less the value of the salvage.

### **Where we pay you cash instead of repairing your Vehicle:**

If we pay you cash instead of repairing your Vehicle, you must either undertake to have your Vehicle repaired or confirm that you do not intend to repair your Vehicle.

If you tell us you do not intend to repair your Vehicle we may cancel your Policy if:

- the level of damage is such that we would not have offered you insurance on a vehicle in that condition; or
- you do not adjust your Sum Insured to reflect the value of the damage to your Vehicle.

The Policy may also be cancelled at your request. If we agree to buy the damaged vehicle from you, the agreed amount will be added to your cash payment.

## **Claims – Total Loss**

### **When your Vehicle is a ‘Total Loss’**

Total Loss means:

- we have determined that the Cost of repairs exceeds the Sum Insured less the value of the salvage;
- your Vehicle has been stolen and is not recovered within 21 days from the date the claim is lodged, and we have accepted your claim; or
- we have determined that your Vehicle cannot be repaired to a safe condition.

### **If we agree to pay your claim after determining your Vehicle is a Total Loss, and you are not entitled to the New Motorcycle Replacement benefit:**

- we will pay you, or anyone with an interest in your Vehicle, the Sum Insured shown on your Certificate of Insurance (less any Excesses or unpaid Premium and any adjustment for GST provision);
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy); and
- your Vehicle will become our property (unless we agree for you to keep the salvage, in which case we will deduct the value of the salvage from the settlement amount).

**If we agree to pay your claim after determining your Motorcycle is a Total Loss, and you are entitled to the New Motorcycle Replacement benefit:**

- we will replace your Motorcycle with a new Motorcycle of the same or a comparable make and model, which will include 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, provided they were attached to or within your Motorcycle at the time of the Incident;
- this Policy will be cancelled with no refund of your Premium and you will be required to pay the applicable Excesses and any outstanding Premium (including any remaining monthly instalments for the term of the Policy); and
- your Motorcycle will become our property (unless we agree for you to keep the salvage, in which case you will be required to pay us the value of the salvage).

**If your Vehicle is stolen and later recovered after we have settled your claim, the salvage remains our property.**

## **Claims – Making a claim**

Here is how to make a claim under your Policy, including important factors we consider when working out how to pay for your claim.

### **Step 1 – Lodge your claim**

Call us Monday to Friday 8.30am-5pm on **8202 4575**

When you make a claim, we will:

- ask you to give us relevant information to support your claim to make sure that an Incident has occurred, and we may ask you to:
  - establish proof of ownership by giving us details of when and where items were purchased, plus reasonable proof of ownership and reasonable proof of value;
  - give us written statements or any correspondence relating to the claim, including notice of any pending court proceedings or offers of settlement; and
  - meet with our investigators to be interviewed or give us access to relevant documents.
- tell you if an Excess is applicable and how to pay it;
- give you a claim number; and
- give you information on next steps.

So we can follow this process, you must:

- cooperate with RAA and our representatives including our investigators and assessors; and
- help us with your claim and/or comply with any condition of this Policy, including if you need to go to court to give evidence.

### **Step 2 – Getting a quote for damage**

Visit a repairer of your choice and give them your claim number. The repairer will then:

- inspect, quote and photograph the damage;
- discuss your requirements;
- organise RAA to assess the damage; and
- book your Vehicle in for repairs if it is repairable.

### **Step 3 – Assessing your claim**

When assessing your claim, we consider and determine the following:

- does your Policy cover the loss, damage or Theft?
- has the damage occurred as described and is it consistent with the Incident?
- is your claim affected by any Specific Limits, exclusions and conditions applicable to the Policy?

### **Step 4 – Settling your claim**

To settle your claim, we will as required under this Policy do one of the following:

- authorise the repairer to proceed with the repairs on your Vehicle;
- declare your Vehicle a 'Total Loss'; or
- pay you cash in lieu of repairs.

### **Your Obligations**

you are required to:

- pay any Excess or other contribution that applies;
- pay any outstanding Premium (including any remaining monthly instalments for the term of the Policy);
- if applicable, make your Vehicle available for the repairer; and
- if applicable, help with any recovery action.



## **Claims – Common questions**

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

If you were determined to be Not at Fault in the Incident, that is, you did not have to pay your Excess, then your Premium will not be affected by this claim.

If you were At Fault in the Incident (that is, you did have to pay your Excess):

- your base Premium may be affected (refer to ‘Premium Factors’ on pages 9–10);
- if you currently hold a Rating 1, your Rating 1 discount will not be affected by this claim; and/or
- if you do not currently hold a Rating 1, your Premium will be affected by this claim because your ‘Insurance Rating’ will be less, for example, a Rating 2 would fall to a Rating 3 on renewal (refer to ‘Insurance Rating’ applicable to Named Driver(s) on Page 10).

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

We may decline to renew your Policy depending on the number and type of claims you make. We will not cancel your Policy during the term, unless your Vehicle is a Total Loss or one of the circumstances set out on pages 39–40 applies.

### **Would you like more information?**

If you have any questions or require information about your claim (including a transaction confirmation) you can call us on **8202 4575**.

## Claims – How your claim is paid

Here are some examples to demonstrate how we calculate claim payments. These 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 – Total Loss

As the result of an Incident where you were Not at Fault, your Motorcycle has been determined by us to be a Total Loss (see pages 39–40). The Sum Insured shown on your Certificate of Insurance is \$12,000. Your Motorcycle was towed from the scene of the Incident and you paid the towing company \$500. The Basic Excess on your Policy is \$500. You have a Non-Removable Excess of \$500 due to conditions on your licence. Your outstanding premium is \$500 for the term of insurance.

<b>What we pay</b>		<b>Information</b>
<b>Total Loss</b>	\$12,000	Total Loss has occurred. We will pay the Sum Insured shown on your Certificate of Insurance.
<b>Towing costs</b>	\$500	The towing cost that you paid to the towing company is reimbursed to you.
<b>Less Excess</b>	\$0	As you were Not at Fault, you do not have to pay the Basic Excess or any Non-Removable Excesses.
<b>Less outstanding premium</b>	-\$500	You are required to Pay any outstanding Premium (this includes any remaining monthly instalments for the term of your Policy).
<b>Total claim</b>	<b>\$12,000</b>	

If you have paid your Premium in full, there will be no refund of Premium.

See 'Claims – Information' on pages 35–37 for details.

## Claims – How your claim is paid (cont.)

### Example 2 – New Motorcycle Replacement

You were involved in an Incident where the driver of the other vehicle was more than 50% at fault and your Motorcycle has been determined by us to be a Total Loss. You purchased your Motorcycle brand new and your Motorcycle, at the time of loss, was less than 2 years old from the date of the original 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 or a similar make, model, and series, including all options and on road costs, is \$21,500. The Basic Excess on your Policy is \$500. You have a Non-Removable Excess of \$500 due to conditions on your licence.

<b>What we pay</b>		<b>Information</b>
Your Motorcycle replacement value	\$21,500	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 do not have to pay the Basic Excess or any Non-Removable Excesses.
<b>Total claim</b>	<b>\$21,500</b>	

### Example 3 – Damage as a result of an Incident

Your Motorcycle is insured with a Sum Insured of \$7,000 shown on your Certificate of Insurance and has been damaged as a result of an Incident where you were At Fault. Your Motorcycle has been assessed and the repair Cost is \$2,800. You were the Driver and over 25 years of age at the time of the Incident. The Basic Excess on your Policy is \$500. No other Non-Removable Excesses apply to your Policy.

<b>What we pay</b>		<b>Information</b>
Damage to your Motorcycle	\$2,800	Your Motorcycle is deemed repairable.
Less Excess	-\$500	Basic Excess applies as you were At Fault. An Age Excess does not apply as you are over the age of 25.
<b>Total claim</b>	<b>\$2,300</b>	

#### **Example 4 – Theft of your Motorcycle**

Your Motorcycle has been stolen and has not been recovered. You have reported the Motorcycle stolen to the Police, but the Police have not been able to identify or charge the offender and therefore you are considered to be At Fault. A Sum Insured of \$15,000 is shown on your Certificate of Insurance. The Basic Excess on your Policy is \$500.

You may need to pay an additional Non-removable Theft Excess if this is shown on your Certificate of Insurance.

<b>What we pay</b>		<b>Information</b>
<b>Theft of your Motorcycle</b>	\$15,000	We will pay the Sum Insured shown on your Certificate of Insurance.
<b>Less Excess</b>	-\$500	Basic Excess applies as your Motorcycle was stolen and you are unable to provide a Police Report identifying the name and address of the offender who has been charged or convicted.
<b>Total claim</b>	<b>\$14,500</b>	

#### **Example 5 – Theft of your Motorcycle – not reported stolen**

Your Motorcycle has been taken by someone residing with you and has not been recovered. You have not reported the Theft to the police.

<b>What we pay</b>		<b>Information</b>
<b>Theft of your Motorcycle</b>	\$0.00	As your Motorcycle has not been reported and proven stolen, a Theft has not occurred, and we won't Cover you.
<b>Total claim</b>	<b>\$0.00</b>	

See 'Claims – Information' on pages 35–37 for details.

## Glossary

**Accident** means an event or occurrence which occurs without intent. **Accidentally** has a corresponding meaning.

**At Fault** means all circumstances other than where you are Not at Fault (See **Not at Fault** page 48).

**Business Use** means any Vehicle which is registered as a business Vehicle or is used for any occupational or 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 the terms and conditions of the direct debit authority you give us for the payment of your Premium.

**Co-Insured** means any person who jointly holds the Policy with you, as detailed on your Certificate of Insurance.

**Consequential Loss** means indirect loss, that is, not directly caused by loss, Theft or damage to your Vehicle, but arising as a result of such loss, Theft or damage.

**Cooling-off Period** means as described on page 6 of this PDS.

**Cost** means:

- for repairs – what it costs to repair; or
- for replacement – the retail price of the item as if it were new at the time of the loss or damage.

**Cover you** means to return you (so far as possible) to the same financial position that you were in prior to the loss, with allowance for wear and tear and depreciation.

**Damage** means, but is not limited to, unrepaired Accident damage, hail, rust, poor paintwork, scrapes, dents and interior damage.

**Driver** means any person operating, using or in charge of your Vehicle with your express or implied consent, and includes a Rider.

**Excess** means the amount you need to contribute towards each claim we accept.

**Existing Damage** means, Damage to your Vehicle which already existed at the time of the Incident.

**Expiry Date** means the date your Policy expires as shown on your Certificate of Insurance.

**Family** means the following people who reside in your residential Home:

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

**Inception Date** means the date your Policy commences as shown on your Certificate of Insurance.

**Incident** means an event or occurrence arising out of one action that gives rise to a right to claim under the Policy.

**Insured** means the interested party who takes out the Policy and who has an economic interest in the Vehicle and who is named on the Certificate of Insurance.

**Legal Costs** means the costs of legal representation, which have been previously agreed to by us and are for the purposes of reducing our liability.

**Legal Liability** means any of the Incidents described under Legal Liability set out on pages 19–20 of this PDS.

**Modification** means any alteration or addition to the body, wheels, tyres, rims, engine, exhaust, extraction system, drive train, paintwork, suspension, instruments, sound system, interior, or any other work that changes the performance, security or value of the Vehicle. **Accessory** also has a corresponding meaning.

**Named Driver(s)** means any person named as a Driver on the Certificate of Insurance. This does not include any excluded Driver(s) specified on your Certificate of Insurance.

**Non-Standard Accessories or Modifications** means Accessories or Modifications on or to your Vehicle that:

- are not included as standard equipment as per the manufacturers specification of the make, model and variant of your Vehicle; or
- were added after the Vehicle was manufactured.

**Not at Fault** means:

- a) after an Incident, you were able to provide information regarding the other driver and we have determined that the other driver is more than 50% at fault; or
- (b) after an Incident involving Theft or vandalism you were able to provide a Police report showing details of the offender who has been charged or convicted.

In all other circumstances you are deemed to be **At Fault**.

## Glossary (continued)

**PDS** means this Product Disclosure Statement.

**Policy** means your contract of insurance with RAA Insurance, the terms and conditions of which are set out in this PDS, and your Certificate of Insurance.

**Premium** means the Premium shown on your Certificate of Insurance and as further described on pages 9-10.

**Private Use** means any use other than Business Use. See 'Business Use' on page 47 for details.

**RAA Group** means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807.

**Rider** means any person operating, using or in charge of your Vehicle.

**Rider Safety Equipment** means items manufactured specifically for use by a Rider or pillion Rider to protect them from injury such as, but not limited to helmets and/or protective clothing such as jackets, gloves and boots.

**Roadworthy** means your Vehicle meets all registration and other legal requirements.

**Set** means a group of similar or complementary items that belong together.

**Specific Limits** means Specific Limits on the various elements of cover provided under the Policy (refer pages 18-27).

**Sum Insured** means the amount shown on your Certificate of Insurance that we agree to insure your Vehicle 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 to by us and shown on your Certificate of Insurance;
- any GST; and
- all registration and on-road costs.

**Theft** means the act or crime of stealing which has been reported to the Police and proven to have occurred.

**Total Loss** has the meaning set out on pages 39-40.

**Trailer** means a vehicle designed to be towed by a motor vehicle and designed to transport goods. This does not include horse floats.

**We, our, us, RAA** means RAA Insurance Limited ABN 14 007 872 602 AFSL 232525, trading as RAA Insurance.

**You, your** means the person, persons, company or companies shown as the Insured or Co-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 drive, or passenger in your Vehicle.

**Your Home** means the residential address where you reside.

**Your Motorcycle** means the Motorcycle shown on your Certificate of Insurance and, while attached to or within the Motorcycle, its tools, accessories and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance.

**Your Vehicle** means the Motorcycle, mobility scooter, motorised wheelchair or golf buggy shown on your Certificate of Insurance and, while attached to or within the Motorcycle, mobility scooter, motorised wheelchair or golf buggy, its tools, accessories and Modifications that are standard equipment, and any other tool, Accessory or Modification specifically agreed to by us and shown on your Certificate of Insurance.



## Membership Terms and Conditions

By holding an insurance Policy with RAA Insurance you are automatically entitled to become a member of RAA Group. Below are the terms and conditions that relate to your membership.

- (a) By purchasing this Policy, you agree to become a member of RAA Group and to be bound by the Constitution of RAA Group (available at [raa.com.au](http://raa.com.au)).
- (b) You authorise any officer of RAA Group to execute any document on your behalf that enables you to become a member of RAA Group.

## Notes

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

## Notes

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---





## **We are here to help**

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

**Motor | Home | Travel**