



**YMI**  
**YAMAHA MOTOR INSURANCE**



**COMPREHENSIVE MOTORCYCLE INSURANCE**  
**PRODUCT DISCLOSURE STATEMENT**

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## **1. ABOUT THIS DOCUMENT**

In this document, the insurer, AIG Australia Limited ABN 93 004 727 753 AFSL 381686 ("AIG Australia") acting through their agent, NM Insurance Pty Ltd ABN 34 100 633 038 AFSL 227186 ("NM Insurance") is referred to as "We", "Us", and "Our".

Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy section below headed "Definitions".

This Product Disclosure Statement (PDS) was prepared on 8 December 2016 and tells You about Yamaha Motorcycle Insurance to help You decide if the cover is right for You and whether to use Our services.

It also contains:

- I. information about key benefits and significant features of this insurance;
- II. important information about your rights and obligations such as the duty of disclosure and cooling off period and complaint procedures; and
- III. information about the remuneration received by NM Insurance and other entities involved in the distribution of the Yamaha Motorcycle Insurance.

Any advice provided in this document is general only and does not take into account Your individual circumstances. You should carefully read it, and any other documentation We send You such as Your Certificate of Insurance to determine if the cover is appropriate for You. Keep them in a safe place for future reference.

### **ABOUT THE INSURER**

The underwriter of this insurance is AIG Australia. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc.

American International Group, Inc. (AIG) is a leading insurance organization serving customers in more than 100 countries and jurisdictions. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

AIG Australia acts through their agent, NM Insurance as set out in "About NM Insurance and its Services".

Our contact details are:

#### **For NM Insurance**

Level 5, 50 Berry Street  
North Sydney NSW 2060  
Telephone: 1300 780 533  
Facsimile: 02 8920 1275  
Email: customerservice@nminsurance.com.au.

#### **For AIG Australia**

Level 19, 2 Park Street  
SYDNEY NSW 2000  
Telephone: 1300 030 886  
Facsimile: 1300 634 940

### **ABOUT NM INSURANCE AND ITS SERVICES**

NM Insurance has been given a binder authority by the insurer AIG Australia, which allows NM Insurance to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binder authority. In doing so NM Insurance acts for the insurer not You. NM Insurance's Australian Financial Services Licence ("AFSL") authorises it to provide these services and is providing these services under its own AFSL. Any general advice provided by NM Insurance in relation to this insurance is authorised and provided under its AFSL on its own behalf.

### **ABOUT YAMAHA AND THEIR SERVICE**

This document may be provided to You by a Yamaha dealer, Yamaha authorised distributor or Yamaha Motor Finance Australia Pty Ltd (Yamaha Motor Finance) ABN 29 101 928 670, or Yamaha Motor Insurance Pty Ltd (Yamaha Motor Insurance) ACN 603 882 980 of 489-493 Victoria Street Wetherill Park NSW 2164. Yamaha Motor Finance Australia, Yamaha Motor Insurance and its representatives, as well as Your Yamaha dealer have been authorised by NM Insurance as its general insurance distributors to deal in this product. They are not authorised to provide any advice on this insurance. If You have any questions, please contact NM Insurance.

### **UNDERSTANDING**

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

### **COOLING OFF PERIOD**

If You decide that Your insurance cover doesn't meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within 21 days of the start of Your insurance. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover).

### **NO CLAIM BONUS**

A 'No Claim Bonus' is a discount on Your premium We may apply depending on Your riding history when You buy the Policy. We tell You what Your discount is when You apply for the Policy and on renewal.

### **QUALITY GUARANTEED**

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

### **SERVICE**

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please:

- call: 1300 794 454
- email: customerservice@ymiaus.com.au
- write to: YMI Insurance Level 5, 50 Berry Street North Sydney 2060 PO Box 6156 North Sydney 2060
- visit: www.ymiaus.com.au
- claims: 1300 652 936

## **2. A SUMMARY OF YOUR COVER**

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

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

### **WHAT TYPES OF COVER CAN YOU APPLY FOR?**

There are three types of cover to apply for:

- **Comprehensive Cover** – this provides You with cover for loss of or damage to Your Motorcycle as the result of an Accident or the Insured Events of Malicious Acts, Storm, Flood, Fire, Theft and Transit Damage (as defined) and Third Party Liability cover. (This is the broadest cover We offer).
- **Third Party, Fire, Theft and Transit Cover** – this provides You with cover for loss or damage to Your Motorcycle caused only by the Insured Events of Malicious Acts, Storm, Flood, Fire, Theft and Transit Damage (as defined) and the Third Party Liability cover.
- **Third Party Liability Cover only** – this only provides cover for Your liability to third parties and not for loss of or damage to Your Motorcycle. See page 7 for details.

Additional and Optional Cover may also apply, or be available, under Comprehensive Cover and Third Party Fire, Theft & Transit Cover. See pages 8-11 for details. You will only have cover under Optional Cover that you have chosen and is shown on Your Certificate of Insurance.

### **WE PROVIDE COVER ON AN AGREED VALUE OR MARKET VALUE BASIS FOR LOSS OF OR DAMAGE TO YOUR MOTORCYCLE**

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

- **Market Value** – this is where We agree to pay You up to the amount We determine the market would pay for Your Motorcycle immediately prior to the Incident. We consider the condition age, make, model and kilometres travelled immediately prior to the Incident and may consider industry publications to help determine the amount. The amount does not include any warranty costs, stamp duty or transfer fees or allowance for dealer profit.
- **Agreed Value** – this where We agree to pay You up to the amount We agree with You for the Motorcycle when Your cover is taken out. See the definition of Agreed Value for full details.

We will tell you in each renewal notice whether We will provide renewal terms on an Agreed Value basis or Market Value basis.

The maximum amount We will pay for any Motorcycle not listed with an Agreed Value on the Certificate of Insurance will be its Market Value.

The maximum amount provided under the Market Value or Agreed Value does not include any additional benefits or optional benefits that are included in Your Policy. Additional benefits and optional benefits provide additional sums insured, up to the amount specified for each particular benefit.

## **ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT**

If You have bought a new Motorcycle and have purchased Comprehensive or Third Party Fire, Theft & Transit cover under this Policy for that Motorcycle at the same time:

- For a Yamaha Branded Motorcycle you get the “36 months Replacement on Yamaha Branded Motorcycles” under the Replacement Motorcycles Benefit. See page 9.
- For a Non Yamaha Branded Motorcycle you get the “24 months Replacement on Non Yamaha Motorcycles” under the Replacement Motorcycles Benefit. See page 10.

## **3. SOME THINGS YOU SHOULD DO WHEN PURCHASING INSURANCE**

### **APPLYING FOR COVER**

When You apply for this insurance, You will need to answer questions that we ask you. We will use and rely on the information supplied by You to decide the terms of cover We will provide. See page 3 for information about Your duty of disclosure.

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

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

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

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

Before expiry We will send You a renewal notice which tells You whether We will renew Your insurance and on what terms. The renewal notice will tell You what is required.

## DETERMINING YOUR PREMIUM

When You buy Your insurance We will tell You the premium You must pay and note it in Your Certificate of Insurance. The factors that impact the premium costs include:

- Your Excess(es). The higher the excess, the lower the premium.
- The limits that apply. The higher the limits, the higher the premium.
- The make, model and value of Your Motorcycle. If your Motorcycle is a high performance vehicle or rare, the premium will be higher.
- The type of Accessories or Modifications to the Motorcycle. The more Accessories or Modifications fitted to the Motorcycle, the higher the premium.
- Your insurance history and any previous claims You have made under similar policies. Your premium will be lower if you have a good claims history under similar policies.

Your premium might be reduced if you are entitled to a No Claim Bonus (see page 1).

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

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

## YOUR DUTY OF DISCLOSURE

### Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

We may ask you questions that are relevant to our decision to insure You and on what terms. If We do, You must tell Us anything that you know and that a reasonable person in the circumstances would include in their answer.

You have this duty until We agree to insure You.

### If You Do Not Tell Us Something

If You do not tell Us anything You are required to, 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.

## UNDERSTAND THIS INSURANCE

YMI Motorcycle Insurance provides cover for the covered Insured Events (as applicable) (see page 7).

There are also exclusions and limitations which apply to certain cover as well as general exclusions which apply to all cover under the Policy (see pages 13-14).

Certain words have defined meanings You need to understand (see pages 15-16).

You should read the Policy in full to ensure You understand the Insured Events and benefits as well as the limits, Excess and exclusions to this cover.

See page 20 for claim payment examples.

## 4. THINGS YOU MUST DO AFTER PURCHASING INSURANCE

### CHECK YOUR POLICY DETAILS

Check Your Policy immediately and read and check Your Certificate of Insurance carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by calling Us on 1300 794 454. We rely on You to do this.

### MAINTAIN THE MOTORCYCLE

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

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

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

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

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

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

### CHANGES TO YOUR POLICY

You must immediately tell Us about any changes to the information You gave Us when You took out or last changed Your Policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by Your Policy and anything else that may affect Your Policy or Our decision to accept the risk.

## ENSURE YOUR PREMIUMS ARE ALWAYS PAID

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

## MEETING YOUR OTHER OBLIGATIONS

You will need to meet other conditions of the Policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the Policy to the extent permitted by law.

## 5. INSURING YOUR MOTORCYCLE

### WHAT IS YOUR MOTORCYCLE?

For the purpose of the Policy Your Motorcycle means the Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications.

### WHAT IS AN EXCESS?

An Excess is an amount or amounts You must bear Yourself or pay for each claim accepted under the Policy. The Excess(es) applicable to Your cover will be shown on Your Certificate of Insurance. There is a basic Excess which applies to all claims under the Policy. The factors that we take into account in assessing Your basic Excess are the same as those that We consider when We assess Your premium (see page 3). There is an additional age Excess and if it applies it must be paid in addition to the basic Excess. There is an additional Excess that may also apply in addition to any other Excess(es) if the Rider is not a Listed Rider on Your Policy.

#### Basic Excess

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

#### Additional Age Excess

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

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

### LISTED RIDER

Should Your Motorcycle be Ridden by any person other than a Listed Rider an additional Excess of \$500 will be applied to each claim. However, this additional Excess will not apply:

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

## OTHER PARTY'S INTEREST

We only cover Your interest in the insured property, unless We specifically include cover for the interest of another party. You must tell Us of the interests of all parties (e.g. credit providers or other owners) who You want their interests to be covered by the Policy. We will cover their interests only if You have told Us about them and We have noted them on Your Certificate of Insurance.

## THE GOODS AND SERVICES TAX (GST) AND YOUR INSURANCE (GST REGISTERED POLICY HOLDERS ONLY)

### Information You must give to Us

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

- i) on or before entry into, renewal or variation of this policy; or
- ii) if permitted under the GST Law, at any other time at or before You first notify Us of a claim under this policy.

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

If You are registered and You cease to be registered for GST purposes You must tell Us immediately in writing.

### GST AND CLAIMS

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

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

## IF YOU HAVE BORROWED MONEY TO BUY YOUR MOTORCYCLE

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

In this situation We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your loan account or finance contract.

## PAYMENT TO FINANCIER

Where any Motorcycle is subject to any finance agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss or damage covered under this Policy will be made to such Interested Party whose receipt will discharge Us completely in relation to the loss or damage.

## REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS

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

## IF YOUR MOTORCYCLE IS A TOTAL LOSS

If We pay You a Total Loss payout under the Policy, Your Motorcycle will become Our property and We will keep the proceeds of any salvage sold.

There is no premium refund payable if We settle a claim for Your Motorcycle on a Total Loss basis.

If We agree to pay Your claim for a Total Loss, we'll pay You the Sum Insured shown on your Certificate of Insurance, minus any excess that may apply.

This is because all of our obligations under this policy will have been met.

# 6. MAKING A CLAIM

## WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

### Provide proof of ownership

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

### Notify us of all incidents within thirty (30) calendar days

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

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

### First you should:

- report the event to the police or other authority;
- tell the police if the event involves theft, attempted theft, malicious damage or impact;

- do what You can to prevent any further loss, damage, cost or liability;
- contact an authorised Yamaha dealer;
- call Us on 1300 652 936;
- email: [claims@ymiaus.com.au](mailto:claims@ymiaus.com.au)

### You must never, without our consent:

- admit guilt, fault or liability (except where required by law);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- dispose of any damaged property.

### We will also require you to:

- provide Us with the proof that We require regarding lost or damaged items;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to inspect them or assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- send Us any communication You receive relating to the claim (including telling Us of pending court proceedings or offers of settlement);
- help Us as We work to negotiate, defend or settle any claim made under the Policy and to exercise for Our benefit Your legal right of recovery against any other party;
- tell Us about any other insurance that may be relevant to the claim.

## COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for loss or damage to Your Motorcycle, We may require You to dismantle it or authorise Us to dismantle it, so We can assess Your claim and/or decide if it is valid. We may refuse to assess or pay Your claim if You do not agree to this.

If We determine that the claimed loss or damage is not covered, You will be responsible for the costs of the above dismantling as well as any costs associated with it (including but not limited to any diagnosis, reassembly, repair, and/or replacement costs).

If We determine that the claimed loss or damage is covered, We will settle Your claim in accordance with the terms and conditions of the Policy (including the operation of any Excess).

However, We will never pay more than the relevant limit specified in this document or on Your Certificate of Insurance.

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

## HOW DO WE SETTLE A COVERED CLAIM?

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

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

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

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

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

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

See the claims payment examples on page 20 for guidance on how we settle a covered claim.

## REPAIRING YOUR MOTORCYCLE

In the event of a claim We may ask You to get one quotation from a Motorcycle repairer whom We may nominate. We may also decide which repairer is to repair Your Motorcycle.

We will guarantee the quality of workmanship and materials on authorised repairs, including any sub let repairs, for the life of Your Motorcycle at no extra cost to You, while the Motorcycle is under Your ownership. For example, Our workmanship guarantee would apply to respraying a replaced panel.

If the repairs to Your Motorcycle will put it in a better condition than what it was prior to the damage, You may be required to pay part of the cost of repairs.

Parts used in repairing Your Motorcycle by an authorised repairer may be manufactured by persons other than the Motorcycle manufacturer and will be compatible with the age and condition of Your Motorcycle.

If Your Motorcycle is Accidentally damaged and We agree to repair Your Motorcycle You will be required to pay the balance of the cost of repairs to Us before repairs commence.

## AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

We will not pay a claim if, without prior agreement from Us, You make any agreement that will prevent Us from recovering the loss from a third party.

## WHEN WE MAY REFUSE A CLAIM

We may refuse a claim (to the extent permitted by law) if amongst other things:

When making a claim, You:

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

You do not at all times take reasonable care to:

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

You do not give Us the documentation and information We may need to help Us decide on any amount that We may pay You.

You do any of the following without Our knowledge and consent:

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

## 7. OTHER IMPORTANT MATTERS

### PERIOD OF INSURANCE

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

### LICENSING AND USAGE OF YOUR MOTORCYCLE

Your Motorcycle must at all times be:

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

## **8. WHAT YOU ARE COVERED FOR**

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

### **COMPREHENSIVE COVER**

We will cover You for:

- Loss of or damage to Your Motorcycle (caused by an Accident or by fire, Malicious Acts, Storm or Flood, Theft or Transit Damage only as listed under Third Party, Fire Theft & Transit Cover below), occurring during the Period of Insurance; and
- Third Party Liability Cover as set out on page 7.

or

### **THIRD PARTY, FIRE, THEFT & TRANSIT COVER**

We will cover You for:

- Loss of or damage to Your Motorcycle caused only by the following Insured Events occurring during the Period of Insurance:
  - Fire,
  - Malicious Acts,
  - Storm or Flood,
  - Theft – limited to theft or attempted theft from Place of Storage,
  - Transit Damage – limited to Accidental loss of or damage to Your Motorcycle whilst being transported in a trailer; and
- Third Party Liability Cover as set out on page 7.

or

### **THIRD PARTY LIABILITY COVER**

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

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

The above cover includes cover for liability resulting from:

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

We will also pay all charges, expenses and legal costs incurred by Us or by You with Our prior written consent in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:

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

### **MAXIMUM AMOUNTS PAYABLE UNDER THIRD PARTY LIABILITY COVER**

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

### **WHAT YOU ARE NOT COVERED FOR – ALL COVER TYPES**

You are not covered for the General Exclusions, please refer to pages 13-14 for full details.

In addition to the General Exclusions, You or any other person to whom the cover has been extended are not covered for:

- 1)** loss or damage to a Substitute Motorcycle.
- 2)** loss or damage to property belonging to or under the care, custody or control of You, any Rider, or any person covered under the Policy.
- 3)** any responsibility which You or the Rider have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the Rider responsible.
- 4)** any liability to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You.
- 5)** any liability for which there is an entitlement to claim an amount for benefit under a statute or other policy in respect of the liability.
- 6)** Liability to any person covered by the Policy for injury, illness or death.

<b>ADDITIONAL COVER:</b> Subject to other terms and conditions, limitations and exclusions of the Policy, <b>unless stated otherwise</b> , if We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. <b>The benefits only apply if noted by a tick in relation to the specified cover listed on Your Certificate of Insurance as applicable and any relevant criteria specified for the benefit is met.</b>	<b>Comprehensive Cover</b>	<b>Third Party, Fire, Theft and Transit Cover</b>	<b>Third Party Liability Cover</b>
<b>Salvage Costs</b> If Your Motorcycle cannot be Ridden following an Accident, We will pay the reasonable cost of removing it to the nearest repairer or place of safety, including clean-up costs of any debris, up to \$1000.	✓		
<b>Repatriation Costs</b> We will pay the reasonable cost of accommodation and travel for You and your Pillion to return to Your home after the Incident if it occurs more than 100 kilometres from Your home to Your Registered Motorcycle and where You could no longer safely Ride Your Motorcycle. You need to arrange the emergency accommodation or transport and We will reimburse You for costs incurred up to a maximum \$1,500 per claim.	✓		
<b>Riding Gear Cover</b> In the event of an Accident giving rise to a claim, We will cover Your Riding gear, if it is damaged in the Accident up to a limit of \$1,500 any one item (or a pair) with a maximum of \$3,000 any one claim.	✓		
<b>Keys and Locks</b> Where Your keys and/or lock combinations have been stolen or illegally duplicated in the period of Insurance We will pay up to \$1,500 to replace Your keys and/or locks. No Excess is applicable under this benefit. We do not need to accept a claim for this benefit to apply.	✓		

<p><b>ADDITIONAL COVER:</b></p> <p>Subject to other terms and conditions, limitations and exclusions of the Policy, <b>unless stated otherwise</b>, if We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. <b>The benefits only apply if noted by a tick in relation to the specified cover listed on Your Certificate of Insurance as applicable and any relevant criteria specified for the benefit is met.</b></p>	<p><b>Comprehensive Cover</b></p>	<p><b>Third Party, Fire, Theft and Transit Cover</b></p>	<p><b>Third Party Liability Cover</b></p>
<p><b>Replacement Motor Cycle Benefit: 36 months Replacement on Yamaha Branded Motorcycles</b></p> <p>This benefit only applies if:</p> <ul style="list-style-type: none"> <li>• Your Yamaha Branded Motorcycle was purchased new; and</li> <li>• You have taken out Yamaha Motorcycle Insurance to insure this new Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle when new.</li> <li>• You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle until the Total Loss.</li> </ul> <p>If Your Yamaha Branded Motorcycle is declared by us to be a Total Loss within 36 months of its original registration, We will at Our option either, replace it with a new Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new Yamaha Branded Motorcycle of the same make, model or series.</p> <p>We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price. covered by the Policy;</p> <ul style="list-style-type: none"> <li>• 36 months from the Yamaha Branded Motorcycle's original registration;</li> <li>• Your Yamaha Branded Motorcycle has been sold.</li> </ul>	<p>✓</p>	<p>✓</p>	

<b>ADDITIONAL COVER:</b> Subject to other terms and conditions, limitations and exclusions of the Policy, <b>unless stated otherwise</b> , if We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. <b>The benefits only apply if noted by a tick in relation to the specified cover listed on Your Certificate of Insurance as applicable and any relevant criteria specified for the benefit is met.</b>	<b>Comprehensive Cover</b>	<b>Third Party, Fire, Theft and Transit Cover</b>	<b>Third Party Liability Cover</b>
<p><b>Replacement Motor Cycle Benefit: 24 months Replacement on Your non-Yamaha Branded Motorcycles</b></p> <p>This benefit only applies if:</p> <ul style="list-style-type: none"> <li>Your non-Yamaha Branded Motorcycle was purchased new; and</li> <li>You have taken out Yamaha Motorcycle Insurance to insure it at the same time as purchasing the Motorcycle when new.</li> <li>You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle until the Total Loss.</li> </ul> <p>If your non-Yamaha Branded Motorcycle is declared by Us to be a Total Loss within 24 months of its original registration, We will at Our option, replace Your non- Yamaha Branded Motorcycle with a new non-Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new non- Yamaha Branded Motorcycle of the same make, model or series.</p> <p>We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement non-Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.</p> <p>Motorcycle is no longer covered by the Policy;</p> <ul style="list-style-type: none"> <li>24 months from the non-Yamaha Branded Motorcycle's original registration;</li> <li>Your non-Yamaha Branded Motorcycle has been sold.</li> </ul>			
<p><b>Yamaha DNA Protection</b></p> <p>There is no Excess applicable on Theft claims if Yamaha DNA or similar Micro Dot Technology sold through retail outlets has been applied to the Motorcycle.</p>			

<b>ADDITIONAL COVER:</b> Subject to other terms and conditions, limitations and exclusions of the Policy, <b>unless stated otherwise</b> , if We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the additional cover listed in the following table where applicable. <b>The benefits only apply if noted by a tick in relation to the specified cover listed on Your Certificate of Insurance as applicable and any relevant criteria specified for the benefit is met.</b>	<b>Comprehensive Cover</b>	<b>Third Party, Fire, Theft and Transit Cover</b>	<b>Third Party Liability Cover</b>
<b>Uninsured Third Party Cover</b> We will cover Your Motorcycle for loss or damage arising from an Accident caused by the driver of an uninsured vehicle up to the maximum amount of \$5,000 including the cost of protection, removal and towing. You are only covered under this additional cover if the we agree that the other party was completely to blame, and You provide Us with the name, residential address, contact phone number and registration number of the other party. If You and another party were both to blame, this benefit does not apply. We do not need to accept a claim for this benefit to apply.		✓	
<b>No Claim Bonus and Excess Protection</b> We will not penalise Your No Claim Bonus entitlement or apply Your Excess for a claim relating to an Accident that is we agree another party was completely to blame, and You provide Us with the name, residential address, contact phone number and registration number of the other party. If You and another party were both to blame, this benefit does not apply.	✓	✓	
<b>Registered Motorcycle Trailer</b> If Your Registered Motorcycle Trailer suffers loss or damage in an Incident for which You have cover for Your Motorcycle under this Policy, it will be covered for its Market Value up to \$2,000. Your Motorcycle Trailer is not covered if the Motorcycle Trailer was Unregistered or could not be legally towed behind Your Motorcycle. We do not need to accept a claim for this benefit to apply.	✓	✓	

<b>OPTIONAL COVER</b> Subject to other terms and conditions, limitations and exclusions of the Policy the following optional cover can be added to Your Policy. An option can only be added to a cover type specified with a tick. Only those options that you have selected and are shown on your Certificate of Insurance are covered under Your Policy.	<b>Comprehensive Cover</b>	<b>Third Party, Fire, Theft and Transit Cover</b>	<b>Third Party Liability Cover</b>
<p><b>Lay Up Cover</b></p> <p>If You take this option, the cover for Your Motorcycle under the Policy is restricted to loss or damage occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance, other than during the period midnight Friday night to midnight on the next Sunday night (these times and days are those which are applicable to the home address). This restriction gives You a monthly discounted premium and only applies during the period specified on the Certificate of Insurance.</p> <p>You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home, in Transit or being Ridden (other than during the period midnight Friday night to midnight on the next Sunday night (as stated above), unless Your Motorcycle is being taken to or from a Motorcycle dealership for service or repair.</p>			

## GENERAL EXCLUSIONS – WHAT YOU ARE NOT COVERED FOR (EXCLUSIONS)

### All Cover Types

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

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

- 1) any loss, damage or liability while any Motorcycle in connection with which cover is provided under the Policy is:
    - a) left unattended, unless it is in a locked Place of Storage or building or the steering has been locked and keys have been removed, or a combination of padlock supported chain or cable or a wheel hub and/or disc lock has been applied. This exclusion applies to claims for the Theft of Motorcycle only.
    - b) let out on hire or is used for carrying fare paying passengers.
    - c) being tested in preparation for or engaged in any racing, pacemaking, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event.
    - d) participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us.
    - e) being used otherwise than for Private Use.
    - f) not being used for the purpose it was designed, such as being used off road or on any ungazetted road or highway.
    - g) not used as a Motorcycle.
    - h) being Ridden by any person who does not have a license which is in full force and effect at the time and place of an Accident or is not complying with the conditions of his or her license except:
      - I. if he or she is being taught to Ride and is complying with all the requirements of the applicable law where the Motorcycle was Ridden and is of an age to obtain a license to Ride the Motorcycle;
      - II. if he or she has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving test.
    - i) being Ridden in either an unsafe or not Roadworthy Condition or is being Ridden in a manner likely to cause an Accident that is known or could reasonably be known by You, and that condition contributed to the Accident.
    - j) being Ridden by any person who:
      - I. at the time of any event giving rise to a claim under the Policy has a proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law;
      - II. following an event giving rise to a claim under the Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
      - III. arising out of the circumstances giving rise to any claim under the Policy is convicted of any alcohol or drug related breach of the law governing the use of Motorcycles;
  - IV. does not remain at an Accident scene, where the law requires that person to remain, until that the person's duties at that location are complete or there is a valid reason for leaving. Laws vary between States around exactly what situations require a person to remain at the scene of an Accident, these commonly include (but are not limited to):
    - obtaining details of all parties involved;
    - if any person is injured;
    - damage has occurred to private or public property; or
    - it is necessary to contact police.

You should check the relevant rules for Your local jurisdiction if You are unsure. This can be done at either a State or Territory Government Department, motor registry or through the police.
  - V. has made any admissions, offers of settlement or attempted to defend any claim without Our written consent;
  - VI. was carrying a load or towing a trailer or side car illegally or in an unsafe condition or in excess of the maximum weight specified by the Motorcycle manufacturer;
  - VII. was using it for an illegal purpose;
  - VIII. is not truthful in any statement made in connection with a claim;
  - IX. has not taken reasonable precautions to avoid the Accident;
  - X. did not immediately make a report to the police when he or she suspects that the Motorcycle or items attached to the Motorcycle have been stolen;
  - XI. Fails to report the Accident to police or remain at the scene of the Accident long enough for interested persons to attend.
- 2) We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an Incident resulting in a claim, if Your Motorcycle:
    - a) was being use to carry hazardous or inflammable goods in quantities above those allowed by government regulation;
    - b) was outside Australia;
    - c) had been modified form the manufacturer's specifications, unless We had agreed to cover it;
    - d) was being used for towing and/or Motorcycle haulage in connection with emergency or law enforcement services;
    - e) was not in a Roadworthy Condition or was in an unsafe condition at the time of the Incident and You knew, or should have known that it was not in a Roadworthy Condition or was in an unsafe condition;
    - f) was Unregistered at the time of the Accident;
  - 3) You are not covered for Theft if:
    - a) the keys were left in the ignition of the Motorcycle;
    - b) the ignition keys were left near the Motorcycle whilst unattended by You;

- c) You show or advertise the Motorcycle for sale and do not take reasonable precautions to prevent its theft or damage;
  - d) You give the Motorcycle to any person to sell for You or on Your behalf; or
  - e) Your Motorcycle was stolen whilst being tested by a prospective purchaser.
- 4)** You are not covered for theft of any Accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's Place of Storage.
- 5)** Any loss, damage or liability caused by or arising from:
- a) any event, Incident or act which was expected or intended to happen;
  - b) any intentional or reckless act by You, or by a person acting with Your consent;
  - c) any Malicious Act of any person:
    - I. who is a Household or Family Member;
    - II. who is a Listed Rider; or
    - III. who has been given permission by You to Ride the Motorcycle; or
    - IV. acting with Your consent.
  - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power;
  - e) confiscation or requisition by order of any public authority;
  - f) nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel. For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion;
  - g) contamination by chemical and/or biological agents which results from an act of Terrorism;
  - h) lawful repossession, seizure or other operation of law;
  - i) while a trailer is attached to Your Motorcycle unless that trailer is constructed specifically for Motorcycle by a commercial manufacturer.
- 6)** any applicable Excess as shown on Your Certificate of Insurance for each and every claim, unless stated otherwise in this Policy.
- 7)** any consequential loss or loss of profit of any kind.
- 8)** any damage to tyre by application of brakes, road cuts, punctures or bursts.
- 9)** any loss or damage caused by normal wear and tear, corrosion, any existing defects and any consequential loss associated with the Motorcycle's depreciation, unless stated otherwise in this Policy.
- 10)** any loss or damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems, unless it occurs at the same time as other damage to the Motorcycle for which a claim is payable under the Policy.
- 11)** The cost of repairing faulty workmanship or incomplete repairs previously carried out on Your Motorcycle prior to an Incident which results in a claim, unless You are claiming under the terms of Our repair guarantee.
- 12)** The cost of any repair to Your Motorcycle that have been carried out without Our permission.
- 13)** loss or damage caused by failure to properly safeguard Your Motorcycle after it was stolen and found, or after it has broken down, or after an Accident.
- 14)** loss or damage caused by any person insured by this Policy stealing, absconding or otherwise misappropriating the Motorcycle.
- 15)** loss or damage to any clothing that may be stolen or damaged as a result of an Accident (except as described under Additional Cover – Riding Gear Cover).
- 16)** loss or damage to any component, part or accessory of Your Motorcycle that occurs while the component, part or accessory has been removed from the Motorcycle.
- 17)** any costs associated with locating, importing or transporting parts as a result of a claims, where parts are not normally available from the Motorcycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most We will pay in relation to any such part will be the lesser of:
- the manufacturer's most recent Australian list price.
  - the list price of the closest equivalent part available in Australia.
  - the actual cost of having a new part made in Australia.

### **Third Party, Fire, Theft and Transit Cover**

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

- 1)** Accidental damage to Your Motorcycle unless caused by fire where Your Motorcycle hits, or is hit by, another vehicle or Motorcycle, or some object where:
- I. the collision is Your fault or not;
  - II. You were riding the Motorcycle or not.

## **9. GENERAL CONDITIONS**

### **MODIFYING YOUR MOTORCYCLE**

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

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

## **10. WHAT DO OUR WORDS MEAN?**

**Accessories** means extra items added to the Motorcycle before it was delivered new to its first owner, as well as items added to the Motorcycle by anyone at any time after it was delivered new to its first owner. You must tell us about any of these items and we must agree to insure them as Accessories under this Policy.

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

**Accidental** means unforeseen, unintentional and unintended.

**Agreed Value** means the amount shown on Your Certificate of Insurance as the Agreed Value. The Agreed Value includes the value of any after factory or non-standard Accessories that may be fitted to the Motorcycle. Certificate of Insurance means the most recent Certificate of Insurance We give You. We give You a new Certificate of Insurance when You first buy the Policy or whenever any part of the Policy is changed or when the Policy is renewed.

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

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

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

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

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

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

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

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

**Insured Event** means the Accidental Damage, Fire, Theft, Malicious Damage and Transit Damage.

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

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

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

**Malicious Acts** means an act done maliciously and includes an act that is wrongful and performed willfully or intentionally, and without legal justification.

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

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

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

**Non Yamaha Branded Motorcycles** means Motorcycles not manufactured by the Yamaha factory.

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

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

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

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

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

**Registered** means that the Motorcycle and/or Motorcycle Trailer is registered or licensed in an Australian State or Territory for use on a public road.

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

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

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

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

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

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

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

**Theft** means the taking of another person's property without that person's permission or consent with the intent to deprive the rightful owner of it. Third Party means any person involved in an Accident with the Motorcycle, excluding the Rider or Pillion of the Motorcycle.

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

**Transit Damage** means Accidental loss or damage to Your Motorcycle whilst being transported in a trailer.

**Unregistered** means that the Motorcycle is not Registered.

**We/Our/Us** means the insurer acting through its agent NM Insurance as set out in this document.

**Yamaha Branded Motorcycles** means Motorcycles manufactured by the Yamaha factory.

**Yamaha DNA or similar Micro Dot Technology** means the metal tags tagged onto Your Motorcycle each chemically etched with a unique personal identification number.

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

## **11. OUR OBLIGATIONS TO YOU**

### **RENEWING THE POLICY**

At least 14 days before the Policy expires We will send You a renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

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

### **CANCELLING YOUR INSURANCE**

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You. We will refund any premium You have paid, less an amount that covers the period for which You were insured, any government or statutory charges We are not able to recover and a cancellation fee of \$30, unless there has been a Total Loss in which case there is no premium refund. If any refund is less than the cancellation fee, no refund will be made.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with Your Duty of Disclosure or misrepresented information when You entered into the Policy. If We cancel the Policy We will send You a cancellation letter.

### **CONFIRMING TRANSACTIONS**

You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your adviser do not already have the required Policy confirmation details.

### **GENERAL INSURANCE CODE OF PRACTICE**

We are a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request. As We act through Our agent, NM Insurance, NM Insurance will also be subject to (where applicable) the same found in the Code of Practice.

### **SANCTIONS**

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the policy.

### **HOW WE PROTECT YOUR PRIVACY**

AIG Australia and NM Insurance are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). In this section dealing with Privacy, "We", "Our" and "Us" refers to both AIG Australia and NM Insurance.

Further information about our Privacy Policies is available at:

- For AIG Australia at [www.aig.com.au](http://www.aig.com.au) or by contacting AIG at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886; and
- For NM Insurance at [www.nminsurace.com.au](http://www.nminsurace.com.au) or by contacting NM Insurance at [customerservice@nminsurace.com.au](mailto:customerservice@nminsurace.com.au) or on 1300 780 533.

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

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

## WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information (including sensitive information) so We can:

- underwrite and administer Your insurance cover
- advise You about and determine what other service or products We can:
  - I. provide to You, or;
  - II. that may interest You;
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with a policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG Australia declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from someone else.

This may include:

- our authorised representatives;
- other Insurers;
- our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;

- our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publically available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of AIG personal information provided to them by NM Insurance or vice versa.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

If it is sensitive information We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information.

## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

In the course of underwriting and administering Your Policy as well as providing services to You, we may disclose Your information to entities to which We are related, in the case of NM Insurance, their insurers, reinsurers, contractors Our representatives or third party providers providing services related to Us or who are administering Your policy;

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;

- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

You can contact NM Insurance or AIG Australia for details or refer to the AIG Privacy Policy or the NM Insurance Privacy Policy available at Our respective websites [www.aig.com.au](http://www.aig.com.au) and [www.nautilusinsurance.com.au](http://www.nautilusinsurance.com.au).

## **MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS**

Our Privacy Policies contains information about how you may access and seek correction of personal information we hold about You. In summary, you may gain access to your personal information by submitting a written request to Us.

In some circumstances permitted under the Privacy Act 1988, we may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the AIG Privacy Policy or the NM Insurance Privacy Policy available at Our respective websites [www.aig.com.au](http://www.aig.com.au) and [www.Nautilusinsurance.com.au](http://www.Nautilusinsurance.com.au) or by contacting Us (Our contact details are below).

## **COMPLAINTS**

Our Privacy Policies also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## **CONSENT**

Your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## **CONTACT US AND OPTING OUT**

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

NM Insurance:

By phone: 1300 780 533

By email: [customerservice@nminsurance.com.au](mailto:customerservice@nminsurance.com.au)

In writing: Level 5, 50 Berry Street North Sydney NSW 2060

We also may need to disclose information to persons located overseas.

AIG Australia is likely to disclose information to some of the entities listed above who are located in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim.

These countries may change from time to time and as may be notified in Our Privacy Policy from time to time.

AIG Australia:

By phone: 1300 030 886

By email: [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com)

In writing: Privacy Manager,

AIG Australia Limited,

Level 12, 717 Bourke Street,

Docklands Vic 3008

## **HOW WE RESOLVE YOUR COMPLAINTS**

We welcome every opportunity to resolve any concerns You may have with Our products or service. Any enquiry or complaint relating to this insurance or NM Insurance should first be referred to:

NM Insurance Pty Ltd

Level 5, 50 Berry Street North Sydney NSW 2060

Telephone: 1300 780 533

Facsimile: 02 8920 1275

Email: [customerservice@nminsurance.com.au](mailto:customerservice@nminsurance.com.au) in the first instance.

If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, please follow the procedure outlined below:

You can register a complaint by telephoning Us on 1800 339 669 or by writing to:

The Compliance Manager

AIG Australia Limited

Level 12, 717 Bourke Street,

Docklands VIC 3008

As soon as We receive Your complaint We will take all possible steps to resolve it. You will receive a written response to Your complaint within 15 working days, unless We agree a longer timeframe with You.

If You are not satisfied with Our response to Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee ("Committee"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If You wish to have Your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to Your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing Your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC

AIG Australia Limited

Level 12, 717 Bourke Street,

Docklands VIC 3008

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to You within 15 working days of the date You advise Us You wish to take Your complaint to IDRC.

If We are unable to provide a written response setting out the final decision We will keep You informed of progress at least every 10 days.

If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within 45 calendar days, You may be able to take Your matter to an independent dispute resolution body, the Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which AIG are obliged to comply.

Contact details are:

Financial Ombudsman Service  
GPO Box 3, Melbourne, VIC 3001  
Tel: 1300 78 08 08 (local call fee applies)  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Internet: <http://www.fos.org.au>

You should note that use of the FOS scheme does not preclude You from subsequently exercising any legal rights, which You may have if You are still unhappy with the outcome.

Before doing so however, We strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within the Financial Ombudsman Service's terms of reference, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to you.

## **UPDATING THIS PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue You with a new PDS or Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).

## **DISTRIBUTION OF THIS INSURANCE BY YAMAHA DEALERS**

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

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

Any person who provides financial services to You as Our general insurance distributor will tell You that they are acting in that capacity.

The Corporations Act 2001 (Cth) requires licensees such as NM Insurance to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies. NM Insurance has compensation arrangements in place that meets these requirements.

## **DISTRIBUTORS' REMUNERATION**

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

## **HOW NM INSURANCE IS REMUNERATED FOR THE SERVICES PROVIDED**

NM Insurance also receives a commission whenever You enter into a Policy arranged by them or their Yamaha dealer distributors (including renewals and some variations which increase the premium payable).

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

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

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

NM Insurance will also charge You a fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the premium and is specified in the Certificate of Insurance.

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

## **12. OTHER IMPORTANT INFORMATION**

Remuneration payable to referrers NM Insurance will in some cases pay a pre agreed fee and/or a commission which is a percentage of the premium, to persons who refer You to it if You buy the insurance.

The amount paid will depend on the person who refers You and their level of involvement in the transaction.

### **FURTHER INFORMATION ABOUT REMUNERATION**

If You would like more details about the remuneration (including commission) or other benefits NM Insurance, its distributors or referrers receive, please ask for it within a reasonable period after You receive this document and before this insurance is issued to You.

### **THE FINANCIAL CLAIMS SCHEME**

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>

## **13. CLAIM PAYMENT EXAMPLES**

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

### **Example 1: Comprehensive cover – Yamaha Branded Motorcycle**

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle is a Yamaha Branded Motorcycle which was purchased new and originally registered 30 months ago. You purchased the Motorcycle for \$27,000. You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle for Total Loss since purchasing the Motorcycle.

The Basic Excess shown on Your Certificate of Insurance is \$500. When You took out Your cover, We agreed to cover You for the Market Value of Your Motorcycle, being \$25,000.

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

#### **HOW MUCH WE PAY**

You do not need to pay Us Your Basic Excess.

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

We also pay the towing company \$300.

### **Example 2: Comprehensive Cover – Non-Yamaha Branded Motorcycle**

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle is a non-Yamaha Branded Motorcycle which was purchased new and originally registered 30 months ago.

The Basic Excess shown on Your Certificate of Insurance is \$500. When You took out Your cover, We agreed to cover You for the Market Value of Your Motorcycle, being \$25,000.

You have a crash with another vehicle while riding Your Motorcycle. At the time Your Motorcycle was towing a Registered Motorcycle Trailer.

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

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

#### **HOW MUCH WE PAY**

We pay the Towing Company \$300.

We pay the repairer of the Registered Motorcycle Trailer \$2,000. (This is the maximum We cover. You will need to pay the repairer the \$500 difference).

We pay You \$24,500 as follows:

Market Value	\$25,000
Less Excess	-\$500
Total	\$24,500

We do not replace Your Motorcycle or pay You the replacement value, as Your Motorcycle is declared to be a Total Loss more than 24 months after its original registration.

### **Example 3: Third Party, Fire, Theft and Transit Damage**

You have Third Party, Fire, Theft and Transit Damage cover.

The Basic Excess shown on Your Certificate of Insurance is \$550.

Your Motorcycle is being transported in a trailer. The vehicle transporting it is involved in an Accidental collision with another vehicle and Your Motorcycle is damaged.

When We assess the incident, We decide the driver of the other vehicle was completely at fault. The other driver is uninsured.

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

#### **HOW MUCH WE PAY**

We pay the repairer \$3,000.

You do not need to pay Us Your Basic Excess.

### **Example 4: Third Party Liability Cover**

You have Third Party Liability Cover for Your Motorcycle.

The Basic Excess shown on Your Certificate of Insurance is \$600.

You lose control of Your Motorcycle and crash into someone's fence. A court decides that You are liable to pay \$5,000 for the claim against You by the home owner.

#### **HOW MUCH WE PAY**

You need to pay Us your Basic Excess of \$600.

We will pay the home owner \$5,000.

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



**NM Insurance Pty Ltd**

ABN 34 100 633 038 AFSL 227186

Level 5, 50 Berry Street North Sydney NSW 2060

Phone: 1300 780 533

Email: [customerservice@nminsurace.com.au](mailto:customerservice@nminsurace.com.au)

Website: [www.nminsurace.com.au](http://www.nminsurace.com.au)