



# COMPREHENSIVE MOTORCYCLE INSURANCE

Combined Product Disclosure  
Statement and Policy Wording



Make your dream a reality.

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# 1. ABOUT THIS DOCUMENT

In this document, the Insurer, HDI Global Specialty SE acting through its Australian branch, HDI Global Specialty SE – Australia ABN 58 129 395 544, Australian financial services licence (AFSL) number 458776 (the Insurer) acting through their agent, Yamaha Motor Insurance Australia Pty. Ltd. ABN 48 603 882 980 AFSL 497198 (YMI) 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) and Policy Wording issued by YMI was prepared on 5<sup>th</sup> of May 2025, and tells You about Yamaha Comprehensive Motorcycle Insurance to help You decide if the cover is right for You and whether to buy Our insurance.

This PDS also contains:

1. information about key benefits, risks, costs and significant features of this insurance;
2. important information about Your rights and obligations such as the duty of disclosure and cooling off period and complaint procedures.

Any advice provided in this document is general only and does not take into account Your individual circumstances. It is up to you to choose the cover you need. Because We do not advise You on whether the Policy is specifically appropriate for Your objective, financial situation or needs, 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.

Information in this PDS might change. If the change is adverse then we will issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not) by contacting us.

## ABOUT THE INSURER

The Insurer of this Policy is HDI Global Specialty SE – Australia with its registered address at Level 19, 20 Martin Place, Sydney, NSW 2000 Australia. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”).

HDI Global Specialty SE is registered in Germany, with its registered office at HDI-Platz 1, 30659 Hannover, Germany with registration number HRB211924 and is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit [insurancecode.org.au](http://insurancecode.org.au).

## ABOUT YAMAHA AND ITS SERVICE

YMI with its registered address at 489-493 Victoria Street Wetherill Park NSW 2164 has been given a binding authority by the Insurer which allows YMI to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so YMI acts for the Insurer not You. YMI’s AFSL authorises it to provide these services and YMI is providing these services under its own AFSL. Any general advice provided by YMI in relation to this insurance is authorised and provided under its AFSL.

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 YMI. YMI has authorised Your Yamaha dealer to distribute this product. They are not authorised to provide any advice on this insurance. If You have any questions please contact YMI.

## UNDERSTANDING YOUR INSURANCE

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. Certain words have defined meanings, which You need to understand. Also read the exclusions and limitations which apply to certain covers 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 change Your mind about Your Policy and have not made a claim, You can cancel it within 21 days of the start or renewal date and We will give You a full refund of any premiums paid.. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling-off period, please contact YMI.

You can also cancel Your Policy outside the cooling-off period, see the 'Cancelling Your policy' section below.

## QUALITY GUARANTEED

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

This guarantee only extends to repairs that have been authorised and managed by Us. In the event of a claim on the guarantee, We would need to confirm that the fault resulted from the repairs that We authorised and not from another cause. For entitlement to any repairs under this guarantee, You must first allow Us to inspect the Motorcycle and arrange for additional repairs that We agree with You are necessary.

## SERVICE

We are here to answer any questions You have about Your insurance. If You have any questions about this Yamaha Comprehensive Motorcycle insurance or would like to update or change Your insurance or make a claim, please:

- email: [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au)
- telephone customer service: 1300 794 454
- write to: Yamaha Motor Insurance, Locked Bag 79, Wetherill Park 2164
- visit: [ymia.com.au](http://ymia.com.au)
- call claims: 1300 652 936



**FOR CLAIMS CALL:  
1300 652 936**

## 2. A SUMMARY OF YOUR COVER

Please note that this is a limited summary of the available covers only and is not a full description.

Each cover outlined below is subject to terms, conditions, exclusions and limitations that may not be listed in this summary. Accordingly, You should read the cover sections and the Policy Wording to properly understand the cover provided.

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 (3) types of cover You can apply for:

- **Comprehensive Cover** – provides You with cover for Accidental Damage or loss to Your Motorcycle as a result of Insured Event(s), an Accident, Fire, Theft, Storm, or Flood, up to individual amounts payable, and legal liability arising from damage to someone else's property caused by the use of your bike.
- **Third Party, Fire, Theft and Transit Cover** – provides You with defined cover for loss or damage to Your Motorcycle caused only by Fire, Theft and Transit Damage and Third-Party Liability cover.
- **Third Party Liability Cover only** – provides cover for Your legal liability to third parties only, and not for loss of or damage to Your Motorcycle.

Additional and Optional Covers may also apply, or be available, under Comprehensive Cover and Third-Party Fire, Theft & Transit Cover. You will only have additional cover relevant to your particular type of policy, and Optional Cover that You have chosen which is shown on Your Certificate of Insurance.

Individual and aggregate limits apply to additional benefits.

**Modifications to Your Motorcycle** are excluded unless We have agreed to them in writing. If We have agreed to cover these modifications, they will be shown on Your Certificate of Insurance under Motorcycle Modifications

### 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 (2) options that may be available to You depending on Your circumstances:

- **Market Value** – is where We agree to pay You up to the amount We determine the market would reasonably 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 is the amount We agree to pay You for the Motorcycle when Your cover is taken out. This amount will be noted on Your Certificate of Insurance and is reviewed at each renewal.

Note: Cover on Your Motorcycle includes standard equipment for the particular make and model of Your Motorcycle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on Your Certificate of Insurance.

We will tell You when You first take out this insurance and on each renewal notice whether We will provide renewal terms on an Agreed Value 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 Market Value or Agreed Value calculation does not apply when the Additional Cover benefit of Replacement Motorcycle that is included in Your Policy is in effect. Additional Cover benefits are independent to the Market Value or Agreed Value amounts and are limited to the amount specified for each particular benefit.

### SIGNIFICANT RISKS

If You have insured Your Motorcycle for an Agreed Value, You should review the Agreed Value at the time of each renewal of Your Policy to ensure this remains adequate.

## ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT

If You have bought a brand-new Motorcycle and have purchased Comprehensive cover within the first Seven (7) days of ownership

- For a Yamaha-Branded Motorcycle You get thirty-six (36) months New replacement under the Replacement Motorcycles Benefit.
- For a Non Yamaha Branded Motorcycle, You get twenty four (24) months New replacement under the Replacement Motorcycles Benefit.
- See Additional Benefits section for full conditions.

At the end of the applicable REPLACEMENT MOTORCYCLE BENEFIT, the Policy will automatically convert to operate on a Market Value basis, unless otherwise agreed.

You can contact Us and request that cover be amended to an Agreed Value in which case You must provide Us with details of Your requested Agreed Value. If We are not able to agree on the Agreed Value with You, the Policy will be issued on a Market Value basis.

## 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 to You.

Your Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance. This includes 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 PDS and Policy Wording;
- 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 PDS 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 with Us.

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 tell You the premium You must pay and show it on Your Certificate of Insurance.

To determine Your premium, We consider factors such as:

- the cover You want;
- the Motorcycle You want to insure, including the make and model of the insured Motorcycle;
- the place where the Motorcycle is usually located;
- the age of the insured person and any drivers You have told Us about;
- Optional cover You request;
- the limits and Excess(es) that will apply;
- previous claims history of the insured person and any drivers You have told Us about; and
- whether You are paying by instalments or not.

Your Premium also includes an administration fee and any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

We will reward You with a NCB for Your good driving and good insurance history.

We will determine if You qualify for a NCB discount and if You do, we will notify You of Your NCB rating level and the NCB discount that will apply to You.

We determine Your NCB rating level (as set out below) when You take out a new policy and upon each renewal of Your Policy based on:

- i. the number of consecutive years you have held a Motorcycle licence; and
- ii. whether You have had any at fault Motorcycle related claims.

### Our NCB ratings work as follows:

NCB 1	40% discount	The NCB rating 1 discount will apply if You have been riding consecutively for 3-years or more without an at fault claim
NCB 2	30% discount	The NCB rating 2 discount will apply if You have been riding consecutively for 2-years or more without an at fault claim
NCB 3	20% discount	The NCB rating 3 discount will apply if You have been riding consecutively for 1-year or more without an at fault claim

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

### PAYING YOUR PREMIUM BY INSTALMENTS

If Your premium is payable in installments, this will increase the amount of premium that You must pay. We will let you know the total amount payable when you apply for your cover and it will be shown on your policy schedule. You must continue to pay the instalments to maintain cover.

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

We may deduct from any claim payment, any unpaid premium or instalment of premium owing.

### PAYING BY DIRECT DEBIT

You can choose to pay your premium annually or in instalments by direct debit. Check with your financial institution whether your account allows direct debits.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Policy Schedule is a NSW public holiday or bank holiday, we'll debit your account on the next business day.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due to allow us to process the change in time.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

### YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to take reasonable care not to make a misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like us to explain it to you, please get in touch with us and we will explain this to you.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case.

If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your contract or reduce the amount We will pay You if

If Your failure to tell Us is fraudulent, We will refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

## 4. THINGS YOU MUST DO AFTER PURCHASING INSURANCE

### MAINTAIN THE MOTORCYCLE

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

You must ensure that your Bike remains registered at all times, otherwise You will have no coverage under you policy.

If You are aware that your Motorbike is likely to go through a period of being Unregistered, You must advise us, and You can request the Optional Benefit of Lay-up Cover, for which You will receive a monthly discounted premium as the cover provided under this benefit is restricted, and only applies during the period specified on the Certificate of Insurance.

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. We will not pay for damage, injury, loss or Your liability to which Your failure to take reasonable care is a contributing factor, for example:

- leaving your keys in Your Motorcycle and leaving it unattended;
- continuing to drive Your Motorcycle after it has been damaged or is overheating
- not securing Your Motorcycle after it has broken down, been damaged or You have been notified it has been found after it was stolen.

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 licence invalid and/or suspended or cancelled?
- Does the Rider not meet the Special Conditions section noted on Your Certificate of Insurance?

If any of these restrictions or conditions exist You must not give permission for that person to use Your Motorcycle, or We may (acting reasonably) refuse to pay a claim that arises out of that person's use of Your Motorcycle.

### CHANGES TO YOUR CIRCUMSTANCES

You must immediately tell Us about changes to the information You gave Us when You took out or last changed Your Policy, including:

- the address where Your Motorcycle is normally kept;
- the use of Your Motorcycle; and
- regular Riders who will ride Your Motorcycle.
- Modifications that are made to Your Motorcycle;
- Accessories that are added to Your Motorcycle; and
- driving or criminal offences that have been committed by anyone who regularly rides Your Motorcycle. You do not need to tell Us about parking offences that a regular Rider may receive

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about a change or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. If You request any change to cover (for example, You choose to add a cover option) and We agree to the change, We will issue a new Certificate of Insurance and ask You for any additional premium.

If an additional premium is required, the change to Your cover will only become effective when:

- if You are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- You have paid the additional premium by the due date We give to You.
- If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the most recent contact details You provided to Us. If We don't receive payment of the additional premium owed, the change will not be effective.

If You request any change to cover and We don't agree to the change, then We will make reasonable efforts to contact You using the most recent contact details You provided to Us to let You know.

### 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 standard fitted Accessories and Modifications (that have been noted on Your policy).

### WHAT IS AN EXCESS?

An Excess is an amount or amounts You must contribute or pay for each claim accepted by Us under the Policy.

#### Basic Excess

The Basic Excess is the standard Excess applicable to all claims and is specified in the Certificate of Insurance.

There may be additional Excesses such as Age, Rider, and other specific Excesses that if applicable, must be paid in addition to the Basic Excess. Any additional or specific excesses will appear on your certificate of Insurance and are outlined below.

#### 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.

#### Unlisted Rider Excess

Should Your Motorcycle be ridden by any person, other than a Listed Rider, an additional Excess 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 Acts;
- 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.

#### Inexperienced Rider Excess (25 years and over)

An additional inexperienced Rider Excess applies when the Rider at the time of the Incident has not held an Australian Motorcycle licence for 2 years or more and is 25 years old or over. This Excess does not apply if the Incident is;

- a result of a Fire, explosion, Flood, or
- Theft or
- where Your Motorcycle is damaged whilst parked

#### Nil Excess

No Excess is payable for claims relating to:

- death or bodily injury under the Personal Accident and or legal liability cover provided by the Policy
- Loss or Damage to Your Motorcycle which is caused by a third party providing You can identify the third party at fault and provide their name, address, phone number and insurance company details
- The additional benefit of keys and Locks

### 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:

1. on or before entry into, renewal or variation of this policy; or
2. if permitted under the GST Law, at any other time at or before You first notify 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 promptly 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 Policy will be based on GST inclusive costs, up to the relevant Sum Insured or maximum amount that We pay.

However, if You are or would be entitled to claim any ITC 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 ITC. You must advise Us of Your correct ITC 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 except where the liability arises from Our mistake, fraud, negligence or wilful misconduct.

## **IF YOU HAVE BORROWED MONEY TO BUY YOUR MOTORCYCLE**

If a credit provider is shown as having an interest in Your Motorcycle on Your Certificate of Insurance and, We agree to settle a claim 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 Finance Contract (as advised by Your credit provider) and if applicable, pay You the remaining balance.

Where any Motorcycle is subject to Finance Contract and such interest is noted on 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.

You must take the necessary steps which We require to remove any security interest in Your Motorcycle after Your Finance Contract has been discharged.

## **REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS**

Where we have authorised and paid a repairer to perform repairs to your Motorcycle, We will automatically reinstate the sum insured to the same amount shown in the Certificate of Insurance unless we tell you otherwise in writing.

## **IF YOUR MOTORCYCLE IS A TOTAL LOSS**

In the event that the Additional Cover benefit of Replacement Motorcycle applies, your claim will be settled on that basis.

If there has been any Total Loss settlement made by Us, Your Motorcycle will become Our property, and We will keep the proceeds of any salvage.

If We agree to pay Your claim for a Total Loss, We will settle your claim minus any Excess or unpaid premiums that may apply.

Once We have done this, then the Policy will come to an end, and You will no longer have any cover. This means You will not be entitled to make any further claim under this Policy and:

- where the premium has been paid in full for the Period of Insurance there will be no refund of any premium; or
- where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

If We replace Your Motorcycle instead of paying Your claim for a Total Loss, You will need to take out a new policy to cover the replacement motorcycle.

The total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.



## 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 make a claim.

#### Notify Us of all Incidents within thirty (30) calendar days

You should notify Us of any Incidents involving the Motorcycle 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, licence number, insurance company) of any Third Party that was involved in the Incident; and a description of the circumstances surrounding the Incident. These requirements apply 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 Incident occurs the following list will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly.

#### First You should:

- take all reasonable steps to secure Your Motorcycle to prevent further loss, damage or liability;
- report the Incident to the police or other relevant authority (We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss);
- tell the police if the Incident involves Theft, attempted Theft, Malicious Acts, injury or impact; and
- call Us as soon as possible on 1300 652 936 or email Us: [claims@ymia.com.au](mailto:claims@ymia.com.au).

#### You must never, without Our prior written consent:

- admit guilt, fault or liability (except where required by law);
- unreasonably admit guilt
- 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);
- incur any costs or expenses without Our written consent, in respect of any right or claim which may be the subject of a claim by You against Us under this Policy; and/or
- dispose of any damaged property.

#### We will also require You to:

- supply Us with all relevant information We reasonably require to settle or defend the claim;
- 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 (acting reasonably) require you to authorise the cost of dismantling the Motorcycle 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 covered, We will settle Your claim in accordance with the terms and conditions of the Policy inclusive of your reasonably incurred dismantling costs.

However, We will never pay more than the relevant Agreed Value or Market Value limit specified in this document or on Your Certificate of Insurance less any applicable Excess(es).

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

## HOW DO WE SETTLE A COVERED CLAIM?

If Your Motorcycle or another item is covered under the Policy We will at Our discretion, subject to policy conditions:

- repair Your Motorcycle or relevant item;
- pay You the reasonable cost of repairing Your Motorcycle or relevant item; or
- pay You up to the Agreed Value or Market Value (whichever is specified as applicable) of Your Motorcycle in the event of Total Loss when the replacement Motorcycle Benefit does not apply.
- replace the motorcycle if the Replacement Motorcycle benefit applies;

However, We will never pay more than the applicable limits specified in this document or on Your Certificate of Insurance less any applicable Excess and outstanding premiums.

If your Motorcycle is a Total Loss and in the event that the Additional Cover benefit of Replacement Motorcycle applies, **your Total Loss claim will be settled on that basis.**

You must pay Your Excess to Us, or to any repairer We engage to repair Your Motorcycle. We will advise you at the time of Claim lodgement how you need to pay your excess. If We pay You a cash settlement for your claim, We will deduct Your Excess from the amount We pay.

If We accept Your claim and Your Motorcycle is **less than five (5) years old** from date of first registration:

- We will pay for repairs based 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's genuine parts.

If We accept Your claim and Your Motorcycle is **more than five (5) years old** from date of first registration:

- We will pay for repairs based on the cost to repair Your Motorcycle to as near as possible to its appearance and condition immediately prior to the claimed loss or damage
- Parts used in repairing Your Motorcycle by may be manufactured by persons other than the original manufacturer and will be compatible with the age and condition of Your Motorcycle
- 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 contribute to the cost of repairs.

## REPAIRING YOUR MOTORCYCLE

In the event of a claim We (acting reasonably) may ask You to get one (1) quotation from a Motorcycle repairer whom We may nominate. We may also decide which repairer is to repair Your Motorcycle.

If We choose and instruct a repairer 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 owned by You.

## OUR RIGHTS OF RECOVERY AND SUBROGATION

We:

- have the right to recover the amount of any claim paid under the Policy from the person who caused You to suffer loss or damage or to defend You if it is alleged that You caused loss or damage to someone else;
- have full discretion in the conduct, settlement or defence of any claim in Your name; and
- may take over the defence of Your liability and defend, negotiate or settle the liability as We see fit and We may appoint Our own lawyers to act for You. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

You:

- must take reasonable steps to help Us even after We have paid Your claim, including making further written statements and providing documents We consider relevant;
- must attend Court to give evidence if reasonably required by Us; and
- must notify Us as soon as reasonably possible of any Incidents, demands, notices or Court documents You receive relating to an Accident that resulted in, or could result in, a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

## WHEN WE MAY REFUSE A CLAIM

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

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;
- do not at all times take reasonable care to prevent the Theft of the Motorcycle;
- fail to protect Your Motorcycle against any initial or further loss or damage or keep Your Motorcycle in good order;

You 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;
- approve any towing, salvage or storage.

## OTHER INSURANCE

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Motorcycle or Your liability arising from the use of the Motorcycle as described in the Policy, then We reserve the right to seek contribution from any other insurer(s). If You are aware of such other insurance, You are required to notify Us. You must also provide Us with all reasonable information and reasonable assistance in the recovery of Our ratable proportion of such loss or damage.

## 7. HOW WE RESOLVE YOUR COMPLAINTS

### INTERNAL DISPUTE RESOLUTION PROCESS (IDR)

#### What to do if you have a complaint?

If you have any concerns or complaints about how your claim has been handled, you may in the first instance contact the responsible claims handlers at:

- Telephone: 1300 794 454
- Mail: Locked Bag 79, Wetherill Park NSW, 2164
- Email: [complaints@ymia.com.au](mailto:complaints@ymia.com.au)

To allow us to consider your complaint the following information needs to be provided (where available):

- Name, address, email and telephone number of the policyholder;
- Policy number, claim number and product type;
- Name and address of the insurance intermediary through whom the policy was obtained;
- Reasons why you are dissatisfied and an explanation of the situation that led to the complaint; and
- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately.

#### How we will handle your complaint?

We or HDI Global Specialty aim to acknowledge receipt of your complaint by either telephone, email, social media channels or letter within 1 business day and advise the name and contact of the employee assigned to liaise with you.

We or HDI Global Specialty will respond to your complaint in writing within 30 calendar days of first being notified of the complaint, provided we or HDI Global Specialty have all the necessary information and have completed any necessary enquiries and/or investigations.

We or HDI Global Specialty will keep you informed of the progress no less than every 10 business days unless it is resolved earlier.

If we or HDI Global Specialty is unable to respond within 30 calendar days, we or HDI Global Specialty will provide you with an Internal Dispute Resolution Delay Notification outlining the reasons for the delay and your right to complain to the Australian Financial Complaints Authority ('AFCA') if you are dissatisfied.

## EXTERNAL DISPUTE RESOLUTION PROCESS

If our or HDI Global Specialty's response following the IDR process does not resolve your complaint to your satisfaction, or if we or HDI Global Specialty have not resolved your complaint within 30 business days of the date we first received your complaint, you can seek an external review via escalating the matter to the Australian Financial Complaints Authority (AFCA);;

### AFCA's contact details are:

Phone: 1800 931 678

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

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

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

### What is the process?

If you choose to lodge your dispute with AFCA, they will contact us and/or the insurer and ask for a response from both parties. Response times requested by AFCA vary depending on the situation.

If AFCA advises you that their Rules do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

## PRIVACY COMPLAINTS

If You are not satisfied with Our final decision and it relates to Your privacy or We have handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC) as outlined in section 12 of this document.

## 8. 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.



## 9. POLICY WORDING

This Policy is underwritten by the Insurer.

### OUR AGREEMENT

Your Policy is an agreement between You and Us, made up of:

- this PDS and Policy Wording;
- Your Certificate of Insurance (as updated from time to time); and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary PDS issued by Us.

The following cover types only apply if You have paid the applicable premium and it is shown as covered on Your Certificate of Insurance. All cover is subject to the terms, conditions, limits and exclusions of Your Policy.

### COMPREHENSIVE COVER

Subject to the terms, conditions, limitations and exclusions of Your Policy and any other documentation provided to You, We will cover You for:

- loss of or Accidental damage to Your Motorcycle caused by an Accident or by Fire, Malicious Acts, Storm or Flood, Theft from place of storage or Transit Damage occurring during the Period of Insurance; and
- legal liability arising from the use of Your Motorcycle

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

We will cover You for:

- loss of or damage to Your Motorcycle caused only by the following occurring during the Period of Insurance:
  - Fire,
  - 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
  - legal liability arising from the use of Your Motorcycle

### THIRD PARTY LIABILITY COVER

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

- loss or damage results from an Accident during the Period of Insurance, occurring within Australia

Third Party Liability Cover includes cover for legal 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.
- any Rider using Your Motorcycle with Your permission.

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

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

### MAXIMUM AMOUNTS PAYABLE UNDER THIRD PARTY LIABILITY COVER

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

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

You are not covered for the General Exclusions.


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 (except Personal Effects as defined), 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; or
6. any liability arising from injury, illness or death to any person.

## 10. ADDITIONAL COVER BENEFITS


Subject to other terms and conditions, limitations and exclusions of the Policy, unless stated otherwise, 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. 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>ADDITIONAL COVER:</b>	<b>COMPREHENSIVE COVER</b>	<b>THIRD PARTY, FIRE, THEFT AND TRANSIT COVER</b>	<b>THIRD PARTY LIABILITY COVER</b>
<p><b>SALVAGE COSTS</b></p> <p>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 a maximum of \$1500.00.</p>	✓		
<p><b>REPATRIATION COSTS</b></p> <p>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 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.</p>	✓		
<p><b>PERSONAL EFFECTS COVER</b></p> <p>Following an Incident involving Your Motorcycle, We will cover You up to a maximum of \$500.00 any one claim for Personal Effects (excluding Riding Gear) when accidentally damaged or stolen as a result of an Incident. Proof of ownership will be required to substantiate any claim payable under this benefit. We shall be entitled to the salvage value of any item, if We accept Your claim for this benefit.</p>	✓		
<p><b>HELMET AND RIDING GEAR COVER</b></p> <p>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.</p>	✓		
<p><b>KEYS AND LOCKS</b></p> <p>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>	✓		

ADDITIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<p><b>REPLACEMENT MOTOR CYCLE BENEFIT: THIRTY SIX (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 Comprehensive Motorcycle Insurance to insure this new Yamaha Branded Motorcycle within Seven (7) Days of purchasing the Motorcycle; and</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 thirty six (36) months of its original registration, We will seek to replace it with a new Yamaha Branded Motorcycle of the same make, model or series, subject to availability.</p> <p>In the event that we are unable to replace your Yamaha Branded Motorcycle with the same make, model or series, we will cash-settle your claim and pay to You the original invoice purchase price, plus your out of pocket expenses.</p> <p>A cash settlement in respect of your Yamaha Branded Motorcycle will be limited to a maximum payment of 10% above its original invoice purchase price.</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> <li>• thirty six (36) months from the Yamaha Branded Motorcycle's original registration;</li> <li>• where Your Yamaha Branded Motorcycle has been sold; or</li> <li>• Your policy is cancelled.</li> </ul>			

ADDITIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<p><b>REPLACEMENT MOTOR CYCLE BENEFIT: TWENTY FOUR (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 Comprehensive Motorcycle Insurance to insure this Non-Yamaha Branded Motorcycle within Seven (7) Days of purchasing the Motorcycle, and</li> <li>You have continued to hold Yamaha Motorcycle Insurance to insure the Non- 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 twenty-four (24) months of its original registration, We will replace it with a new Yamaha Branded Motorcycle of the same make, model or series, subject to availability.</p> <p>In the event that we are unable to replace your Motorcycle with the same make, model or series, we will cash-settle your claim and pay to You the original invoice purchase price, plus your registration costs and statutory charges for your Motorcycle.</p> <p>A cash settlement in respect of your Yamaha Branded Motorcycle will be limited to a maximum payment of 10% above its original invoice purchase price.</p> <ul style="list-style-type: none"> <li>This benefit does not apply twenty four (24) months from your Motorcycle's original registration; where Your Motorcycle has been sold; or</li> <li>Your policy is cancelled</li> </ul>			



<b>ADDITIONAL COVER:</b>	<b>COMPREHENSIVE COVER</b>	<b>THIRD PARTY, FIRE, THEFT AND TRANSIT COVER</b>	<b>THIRD PARTY LIABILITY COVER</b>
<p><b>UNINSURED THIRD PARTY COVER</b></p> <p>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.</p> <p>You are only covered under this additional cover, if 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.</p> <p>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.</p>		✓	
<p><b>NO CLAIM BONUS AND EXCESS PROTECTION</b></p> <p>Acting reasonably, We will not penalise Your No Claim Bonus entitlement or apply Your Excess for a claim relating to an Accident where 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.</p> <p>If You and another party were both to blame, this benefit does not apply.</p>	✓	✓	
<p><b>REGISTERED MOTORCYCLE TRAILER</b></p> <p>If Your Registered Motorcycle Trailer suffers loss or damage in an Incident and 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.</p>	✓	✓	
<p><b>WELLNESS COVER</b></p> <p>The reasonable cost for counselling sessions with an accredited counsellor, after an event were a claim has been accepted, and We deem the Motorcycle a total loss. Where possible we will arrange the counselling sessions, and if we are unable to, We will rely on you to organize these sessions. We will reimburse You for reasonable costs incurred.</p> <p>The most We will pay for each claim is 5 counselling sessions (up to a maximum of \$1,000) per Eligible person or (\$3,000 in total for any one claim)</p>	✓		

<b>ADDITIONAL COVER:</b>	<b>COMPREHENSIVE COVER</b>	<b>THIRD PARTY, FIRE, THEFT AND TRANSIT COVER</b>	<b>THIRD PARTY LIABILITY COVER</b>
<p><b>EMERGENCY REPAIRS</b></p> <p>We will cover up to \$500 per claim for emergency repairs to Your Motorcycle if it is damaged as a result of an Accident. These repairs include reasonable expenses in repairing Your Motorcycle to a safe condition in order to get Your Motorcycle to Your home or a repairer. You will only be covered for this benefit should We accept the resultant claim.</p>			

## 11. OPTIONAL COVER BENEFITS

Subject to other terms and conditions, limitations and exclusions of the Policy the following optional cover can be added to Your Policy. An optional cover 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.

OPTIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<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>	✓	✓	
<p><b>TYRE AND RIM</b></p> <p><b>Tyres</b></p> <p>Subject to all the provisions of the Policy and if, during the Period of Insurance, a Tyre;</p> <ul style="list-style-type: none"> <li>• is punctured, damaged by a pothole, kerbs, nails, screws, metal, glass, road debris; or</li> <li>• suffers a blowout other than as a result of an Incident.</li> </ul> <p>We will:</p> <ul style="list-style-type: none"> <li>• pay up to \$500 to repair the Tyre; or</li> <li>• pay up to \$500 per Tyre to replace the Tyre if it cannot be repaired.</li> </ul> <p>We will also pay for fitting and balancing and wheel alignment costs required arising out of the above up to a maximum of \$500.</p> <p>We will only pay to replace or repair two (2) Tyres during the Period of Insurance. We will only cover Tyres that are in a Roadworthy Condition or where the tread is not below any tread wear indicator.</p>	✓		

<b>OPTIONAL COVER:</b>	<b>COMPREHENSIVE COVER</b>	<b>THIRD PARTY, FIRE, THEFT AND TRANSIT COVER</b>	<b>THIRD PARTY LIABILITY COVER</b>
<p>We will not pay more than \$1,000 in the aggregate for all claims made in relation to repair or replacement of Tyres and/or fitting or balancing or wheel alignment costs during the Period of Insurance.</p> <p><b>Rims</b></p> <p>Subject to all the provisions of the Policy and if, during the Period of Insurance, Your Rim is cracked, warped and/or misshapen by potholes, kerbs, nails, screws, metal, glass, road debris or a blowout and is rendered not roadworthy or fails to seal. We will:</p> <ul style="list-style-type: none"> <li>• pay up to a maximum of \$1,500 to repair the Rim if it is repairable; or</li> <li>• pay up to a maximum of \$1,500 to replace the Rim if it cannot be repaired.</li> </ul> <p>We will also pay for related fitting and balancing and wheel alignment costs arising out of the above up to a maximum \$1,500. We will only cover Rims that are in a Roadworthy Condition and We will only pay to replace or repair two (2) Rims during any Period of Insurance.</p> <p>We will not pay more than \$3,000 in the aggregate for all claims made in relation to repair or replacement of Rims and/or fitting or balancing or wheel alignment costs during the Period of Insurance.</p> <p>We will also pay for related fitting and balancing and wheel alignment costs arising out of the above up to a maximum \$1,500.</p> <p>We will only cover Rims that are in a Roadworthy Condition and We will only pay to replace or repair two (2) Rims during any Period of Insurance.</p> <p>We will not pay more than \$3,000 in the aggregate for all claims made in relation to repair or replacement of Rims and/or fitting or balancing or wheel alignment costs during the Period of Insurance.</p>			
<p><b>TOWING</b></p> <p>If Your Tyre and/or Rim is damaged and if We accept Your claim for that damage, We will also pay up to a maximum of \$500 per claim for the reasonable cost of towing Your Motorcycle to the nearest retail tyre outlet, repairer or place of safety.</p>			



## 12. GENERAL EXCLUSIONS – WHAT YOU ARE NOT COVERED FOR

1. You are not covered for any loss, damage, liability or costs caused by or resulting from an Incident where Your Motorcycle is:

- a) Left unattended, unless
- It is in a locked Place of Storage or locked building; or
  - The steering has been locked and keys have been removed from the Motorcycle. If the steering cannot be locked, a combination of padlock supported chain or cable, or a wheel hub or disc lock, has been applied.

This exclusion applies to claims for the Theft of Your Motorcycle only. Theft of Your Motorcycle will not be covered if the Place of Storage of Your Motorcycle is parked in the street overnight

- 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) being used for 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 (which will not be unreasonably withheld).
- 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 licence 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 licence 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 licence to Ride the Motorcycle;
- ii. if he or she has held but not renewed a licence and is not disqualified from holding or obtaining a licence without a further driving test.
- i) being Ridden in either an unsafe or non-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 is under the influence of alcohol or drugs including the non-prescribed use of pharmaceutical medications;
- ii. had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- iii. 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;
- iv. 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;
- v. 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 and Territories 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;
  - where damage has occurred to private or public property; or
  - if 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.
- vi. has made any admissions, offers of settlement or attempted to defend any claim without Our written consent;
- vii. 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;
- viii. was using it for an illegal purpose;
- ix. is not truthful in any statement made in connection with a claim;
- x. has not taken reasonable precautions to avoid the Accident;
- xi. 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;

- xii. 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 (acting reasonably) refuse or reduce a claim or cancel this insurance, or do both, if at the time of an Incident resulting in a claim, Your Motorcycle:
  - a) was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation;
  - b) was outside Australia;
  - c) had been modified from 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. We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.
- 4. We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for Us to do so.
- 5. 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.
- 6. 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.
- 7. You are not covered for 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 Motorcycle Trailer is attached to Your Motorcycle unless that trailer is constructed specifically for Motorcycle by a commercial manufacturer.
- j) Our Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

- 8. You are not covered for
  - a) any applicable Excesses for each and every claim, unless stated otherwise in this Policy.
  - b) any consequential loss or loss of profit of any kind.
  - c) any damage to tyres by application of brakes, road cuts, punctures or bursts.
  - d) 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.
  - e) 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.
  - f) 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.
  - g) the cost of any repair to Your Motorcycle that has been carried out without Our permission.
  - h) 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.
  - i) loss or damage caused by any person insured by this Policy stealing, absconding or otherwise misappropriating the Motorcycle.

- j) 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).
- k) 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.
- l) any costs associated with locating, importing or transporting parts as a result of a claim, 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.

**Natural Disaster**

We will not pay for any loss, damage or legal liability caused directly or indirectly:

- by Flood, Cyclone, Hail storm, Earthquake or Bushfire during the first 72 hours of Your Policy commencing, unless:
  - You had another policy that expired immediately before the start date of Your Policy with Us and there was no break in cover or any change in the level or type of cover
  - You purchased the Motorcycle on the same day as Your Policy started with Us.
 If You have requested an increase in the Agreed Value We will not pay the higher amount for any loss or damage within the first 72 hours of the increase being agreed, that are a result of Flood, Cyclone, Hail Storm, Earthquake or Bushfire. The original Agreed Value would apply.

**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;

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.

Any legal liability arising from the death or personal injury to any person.

**Tyre and Rim exclusions**

We will not cover damage to a Tyre or a Rim caused by, arising from or in any way connected with:

- a motor vehicle or motorcycle collision involving Your Motorcycle and another vehicle;
- any negligence, vandalism, malicious damage, abuse, or misuse in respect of the Tyre or Rim, including failure to maintain the tyre pressure recommended by the manufacturer;
- a manufacturer’s defect, dry rot, or flat spots;
- the Motorcycle being ridden off any road or on a road that is not regularly maintained.

We do not provide cover for Tyre(s) or Rim(s) where the Motorcycle:

- has been modified from the manufacturer’s original specifications and the modification causes or is associated with damage to the Tyre or Rim;
- is used for any fast food delivery; or any other delivery services
- is used for riding instruction or tuition for reward;
- is used for conveying passengers for hire or reward, including Motorcycle rental;
- is used for racing or motor sports;
- is used for police or other emergency vehicle purposes; or
- is used for courier use.

We also do not provide cover for:

- racing Tyres and/or Rims made for racing;
- Tyres and/or Rims that are not in a Roadworthy Condition;
- Tyres and/or Rims that have previously been repaired, other than punctures, unless those repairs have been authorised by Us;
- Retreaded Tyres; or
- damage caused by scratching and bruising

**Under the Wellness benefit we will not cover:**

- Counselling sessions for any person who is not the policy holder/ named rider/ pillion/ or household member
- Counselling that commences more than 6 months from when the incident occurred;
- Treatment or services covered by Medicare; Workers Compensation Act or Transport Accident laws or by any government sponsored fund, plan or any other insurance policy required by law;
- Additional costs incurred by attending counselling sessions, including but not limited to transport and parking costs.
- Counselling not related to or as a direct result of a claimable event

## 13. GENERAL CONDITIONS

There are conditions set out in this General conditions section. If any of these conditions are not met, We may refuse a claim, reduce the amount We pay or in some circumstances We may cancel Your Policy. When making a claim, You must have met and then continue to comply with the conditions of Your Policy. Any person covered by Your Policy, or claiming under it, must also comply with these 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 (acting reasonably) 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.

If We have agreed to cover any modifications, they will be shown on Your Certificate of Insurance under Motorcycle Modifications

### ASSISTANCE AND CO-OPERATION

You must provide reasonable assistance to Us, including:

- providing Us with relevant information and documents, such as proof of purchase or repair quotes, if needed;
- telling Us promptly if You have been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- being truthful and frank at all times;
- making Your Motorcycle available for Us to inspect or examine;
- taking Your Motorcycle, or allowing Us to take it, to a place We require;
- attending one or more interviews about the claim if We ask You to; and/or
- responding to Our requests in a timely manner.

At all times You must refrain from behaving in a way that is improper, hostile or threatening towards Us, Our representatives, repairers or third parties involved in an incident.

If You do not co-operate in any of these ways, it may delay Your claim, or We may reduce or refuse to pay Your claim.



## 14. DEFINITIONS

**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 Damage** means unforeseen, unintentional and unintended damage.

**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.

**Bushfire** means a rapid, uncontrolled, non-structural fire burning in a grass, scrub, bush or forested area.

**Certificate of Insurance** means the means the relevant Insurance certificate We give You. We give You a Certificate of Insurance when You first buy the Policy or whenever any part of the Policy is renewed or changed.

**Cyclone** means a large scale air mass that rotates around a strong centre of low atmospheric pressure.

**Earthquake** means an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami.

**Eligible Person** means the rider/ pillion or household member.

**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, civil union partner, 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.

**Finance Contract** means the finance arrangement with the credit provider for Your Motorcycle which provider and the amount financed shown on Your Certificate of Insurance.

**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);
- 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 Accidental Damage, Fire, Theft, Malicious Damage and Transit Damage.

**Insurer** means HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS Licence number 458776)

**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.

**Local Time** means the Time Zone of Your residential address as stated on Your Certificate Of Insurance.

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

**Malicious Acts** means an act done maliciously and includes an act that is wrongful and performed willfully or intentionally, and without legal justification, including acts resulting in damage to Your Motorcycle or Accessories.

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

**No Claim Bonus (NCB)** means a discount that may be applied to Your Premium if You meet certain NCB criteria as set out in the Policy. If the NCB discount is applicable, it will be applied when You first take out and when You renew Your Policy.

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

**Personal Effects** means clothing and personal belongings designed to be worn or carried including;

- jewellery;
- watches;
- prescription spectacles; but does not include;
- cash, negotiable securities, valuable collections or documents of any kind;
- mobile phones, tablets, notebooks or similar devices, cameras or any other battery powered equipment such as CD players or stereo systems;
- items that are used as part of a business or trade;
- firearms

**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.

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

**Policy** means Your insurance contract with Us. It includes this PDS and Policy Wording, 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 being 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 licenced in an Australian State or Territory for use on a public road.

**Retread/Retreaded** means a previously-worn tyre which has been subject to a remanufacturing process in order to be fitted with a new tread.

**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 and attachable helmet communication systems, gloves, riding jackets, pants and boots, and any other Motorcycle-specific gear, such as body armour and knee guards.

**Rim** means the rim of the wheel(s) on Your Motorcycle that was attached to Your Motorcycle at the commencement of the Period of Insurance (or as replaced under the Policy).

Rim excludes any other part of the wheel assembly, such as the wheel hub, brakes, bearings or axle.

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

**Special Conditions** means any restrictions or terms applied to a person's licence including but not limited to:

- learner's permit restrictions;
- certain hours of operation only (e.g. daytime or night time); and
- certain Motorcycles deemed high- powered (performance) vehicles by the relevant State or Territory Government Department or Road Transport Authority.

**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** the value noted in the insurance quote or renewal invitation, which is used to determine the Agreed Value (if applicable) or the Market Value.

**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.

When Your Motorcycle is a total loss and We have paid out the sum insured or replaced Your Motorcycle, Our obligations under the Policy have been met and this insurance Policy ends.

If You purchase another motorcycle or We provide You with a replacement motorcycle, You will need to take out a new insurance policy commencing at the time of purchase or replacement and pay the applicable premium.

**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 YMI as set out in this document.

**Working Days** means Mondays through Fridays but shall not include Saturdays, Sundays or federal or state holidays.

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

**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.

## 15. OUR OBLIGATIONS TO YOU

### RENEWING THE POLICY

At least fourteen (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.

If You pay by instalments and You:

- renew Your Policy, We will continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit; or
- do not want to renew Your Policy, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

### COOLING OFF PERIOD

If You decide that Your insurance cover does not meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. You will receive a full refund of any premiums paid 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 to take care not to make a misrepresentation when entering into, varying, extending or renewing the Policy. If We cancel the Policy We will send You a cancellation letter.

### CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your Australian mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your advisor do not already have the required Policy confirmation details.

### LATE ANNUAL PAYMENTS

If You do not pay Your premium by the due date We will give You a written notice of Policy cancellation where We are required by law to do so. If You do not pay the premium due on renewal by the due date You will have no cover from the due date.

If We accept Your late payment, We may recommence Your cover from the date We receive Your payment. If so, You will have no cover for the period from the due date until the date payment is received.

### OVERDUE INSTALMENTS

If You pay Your premium by instalments it will be shown on Your Certificate of Insurance. If Your direct debit details change You must tell Us no later than seven (7) days before Your next instalment is due. If an instalment is not paid, We will try to deduct the overdue amount 7 days after it was first due. If the attempt to deduct the outstanding amount fails, then we will send you a notice in writing regarding your non-payment.

If Your instalment remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.
- We will send You a second notice advising you of Cancellation, and cancellation will be effective 14 days from the date on the notice

## 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 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

HDI Global Specialty and YMI 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 HDI Global Specialty and YMI.

Further information about Our Privacy Policies is available at:

- For HDI Global Specialty at [www.hdi-specialty.com](http://www.hdi-specialty.com) and
- For YMI at [yamaha-motor.com.au](http://yamaha-motor.com.au) or by contacting YMI at [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au) or on 1300 794 454.

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 and You with other products and/or services;
- advise You about and determine what other service or products We can provide to You, or that may interest You;
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You, 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;

- comply with Our legal obligations; and
- 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 the Insurer or Us 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 will generally collect personal information directly from You or Your agent.

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

This may include:

- authorised representatives;
- other Insurers;
- legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- distributors or referrers, agents or related companies;
- service providers;
- other 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;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of the HDI Global Specialty, personal information provided to them by YMI 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

During underwriting and administering Your Policy as well as providing services to You, we may disclose Your personal information to entities to which We are related, in the case of YMI, their insurers, reinsurers, contractors Our representatives or third-party providers providing services related to Us or who are administering Your Policy including;

- 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;
- our agents;
- legal, accounting and other professional advisers;
- data warehouses and consultants;
- collecting houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- 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 were permitted or required by law.

We also may need to disclose information to persons located overseas including United Kingdom and European Union. These countries are listed in Our Privacy Policies and may change from time to time and as may be notified in Our Privacy Policies.

You can contact YMI or HDI Global Specialty for details or refer to the Insurers Privacy Policy or the YMI Privacy Policy available at Our respective websites [www.ymia.com.au](http://www.ymia.com.au) or [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy)

## MORE INFORMATION, ACCESS, CORRECTION OR PRIVACY COMPLAINTS

Our Privacy Policies contain 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 HDI Global Specialty or YMI Privacy Policies.

## 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.

### YMI:

- by phone: 1300 794 454
- by email: [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au)
- writing: Locked Bag 79, Wetherill Park. NSW 1851

### HDI GLOBAL SPECIALTY:

- by email: [au.privacy@hdi.global](mailto:au.privacy@hdi.global)
- writing: Privacy Manager,  
HDI Global Specialty SE – Australia  
Level 19, 20 Martin Place,  
Sydney NSW 2000

## 16. OTHER IMPORTANT INFORMATION

### FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits YMI, its distributors or referrers receive in relation to this Policy, 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 [fcs.gov.au](http://fcs.gov.au).

### UPDATING THIS PDS

Acting reasonably, 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).

If you are not satisfied with any change to this PDS You can cancel the Policy by calling Us. If You cancel this Policy, the Cancellation process outlined in this PDS will apply.

## 17. CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim or settlement is determined. These are only examples. We determine claim settlements 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 examples assume that the policy holder is not registered for GST. You should read this PDS and Policy Wording 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 you purchased Brand-new and originally registered thirty (30) months ago. You purchased the Motorcycle for \$27,000.00. You have continued to hold Yamaha Comprehensive Motorcycle Insurance to insure the Yamaha Branded Motorcycle 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 an Agreed Value of Your Motorcycle, being \$27,000.00.

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 determine 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 because you were not at fault and could identify the third party responsible for the damage.

We determine that there are no additional excesses applicable to your policy or particular claim.

We replace Your Motorcycle with a new Yamaha Branded Motorcycle of the same make, model and series under the Replacement Motorcycle additional benefit, at no cost to you.

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 thirty (30) months ago.

The Basic Excess shown on Your Certificate of Insurance is \$500. When You took out Your cover,

An additional age Excess of \$500 applies as you are under 25 Years of age. We agreed to cover You for the Market Value of Your Motorcycle.

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 determine Your Motorcycle is a Total Loss and assess the pre-accident Market Value to be \$22,000.00 .

### HOW MUCH WE PAY

We pay the Towing Company \$300.

We pay You \$21,000.00 as follows:

Market Value	\$22,000
Less Excess	-\$500
Less Age Excess	-\$500
Total	\$21,000

We do not replace Your Motorcycle as Your Motorcycle is declared to be a Total Loss more than twenty-four (24) months after its original registration, therefore the Replacement Motorcycle additional benefit does not apply.

We settle your claim by paying you the pre-accident Market Value less any applicable excesses.

## 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 \$500.

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 homeowner for the damage to the fence.

### HOW MUCH WE PAY

You need to pay Us your Basic Excess of \$600. We will pay the homeowner \$5,000.00.

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

There is no coverage for any of the damage to your bike as you only hold THIRD PARTY LIABILITY COVER.



# INSURANCE

## Yamaha Motor Insurance Australia Pty. Ltd.

ABN	48 603 882 980	489-493 Victoria Street,
AFSL	497198	Wetherill Park NSW, 2164
PHONE	1300 794 454	<a href="mailto:customerservice@ymia.com.au">customerservice@ymia.com.au</a>

