



**YMI**  
YAMAHA MOTOR INSURANCE

# COMPREHENSIVE MOTORCYCLE INSURANCE

Combined Product Disclosure Statement and  
Policy Wording



Keep your dream a reality.

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# 1. ABOUT THIS DOCUMENT

In this document, the Insurer, HDI Global Specialty SE - Australia (HDI Global Specialty) ABN 58 129 395 544, AFS Licence 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 30 November 2020 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 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. You should carefully read it, and any other documentation We send You such as Your Certificate of Insurance to determine if the cover is appropriate for You. Keep them in a safe place for future reference.

## ABOUT THE INSURER

The Insurer of this Policy is HDI Global Specialty SE - Australia (HDI Global Specialty) registered address at Tower 1, Level 33, 100 Barangaroo Avenue 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 Roderbruchstrasse 26, 30655 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

## ABOUT YAMAHA AND THEIR SERVICE

Yamaha Motor Insurance Australia Pty. Ltd. (Yamaha Motor Insurance) ABN 48 603 882 980 of 489-493 Victoria Street Wetherill Park NSW 2164 ("YMI") 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 Australian Financial Services Licence ("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.

## GENERAL INSURANCE CODE OF PRACTICE

From 1 July 2021, We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## 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 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 decide that Your Yamaha Comprehensive Motorcycle 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 (less any taxes or duties We cannot recover).

## 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.

## SERVICE

We are here to answer any questions You have about Your insurance. If You have any questions about this 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 not a full description.

Each cover noted is subject to terms, conditions, exclusions and limitations that are not listed. So read the cover sections and the Policy to properly understand the cover provided.

You 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 loss of or damage to Your Motorcycle as the result of an Accident, the Insured Events, Storm, or Flood and for any amounts payable, up to a maximum of \$20,000,000, under the Third Party Liability cover.
- **Third Party, Fire, Theft and Transit Cover** – provides You with 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 and not for loss 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 Optional Cover that You have chosen and which is shown on Your Certificate of Insurance.

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

Where We cover You for loss of or damage to Your Motorcycle, We agree to cover Your Motorcycle up to a certain maximum amount. There are two (2) basis of value 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 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

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 does not include any Additional Cover or Optional Cover that is included in Your Policy. Additional Cover and Optional Cover are in addition to the Market Value or Agreed Value up to the amount specified for each particular benefit.

### ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT

If You have bought a new Motorcycle and have purchased Comprehensive cover under this Policy:

- For a Yamaha Branded Motorcycle You get thirty six "(36) months replacement on Yamaha Branded Motorcycles" under the Replacement Motorcycles Benefit.
- For a Non Yamaha Branded Motorcycle You get twenty four "(24) months replacement on Non Yamaha Branded Motorcycles" under the Replacement Motorcycles Benefit.

See Additions Benefits section for full conditions

## 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,

Optional cover You request, the limits and Excess(es) that will apply and Your insurance history 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 no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent motorcycle insurance related claim. We tell You what Your discount is when You apply for the Policy. Your premium is based on current rates and We then apply any no claim bonus premium discounts You may be entitled to. You will be entitled to Our maximum no claim bonus premium discount if You have not experienced any motorcycle insurance related claims in the past three (3) years.

Our no claim bonus discount works as follows:

- 40% discount applies if You have had no claims in the past three (3) years;
- 30% discount applies if You have had one (1) claim or less in the past two (2) years;
- 20% discount applies if You have had two (2) claims or less in the past three (3) years; or
- 0% discount in all other cases

The level of discount will be adjusted upon renewal of Your Policy depending on whether any claims are lodged during the previous Period of Insurance and this may either:

- increase Your discount if You have not made a claim (up to the next level or Our maximum level, whichever applies); or



- decrease Your discount (if You have made a claim); or
- remain the same.

If You hold the Policy with Us for three (3) consecutive years and make no claims, We guarantee to apply Our maximum no claim bonus discount for this Period of Insurance.

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.

If Your premium is payable in instalments, this may increase the amount of premium that You must pay. If the premium is payable in instalments, You must continue to pay the instalments to maintain cover. If You pay by seven (7) or more instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least fourteen (14) days, We will refuse to pay any claim that arises after the unpaid instalment was due.

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

## **YOUR DUTY OF DISCLOSURE**

### **Your Duty of Disclosure**

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You. You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an Insurer; or
- We waive Your duty to tell Us about.

### **If You Do Not Tell Us Something**

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay you if You make a claim, or both.

If Your failure to tell Us is fraudulent, We will refuse to pay a claim and treat the Policy as if it never existed.



## 4. THINGS YOU MUST DO AFTER PURCHASING INSURANCE

### MAINTAIN THE MOTORCYCLE

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

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

You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. If You do suffer loss or damage to Your Motorcycle You must also make reasonable efforts to prevent any further loss or damage.

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

- Is their driver's license invalid and/or suspended or cancelled?
- Does the Rider not meet the Special Conditions section noted on Your Certificate of Insurance?

If any of these restrictions or conditions exist You must not give permission for that person to use Your Motorcycle, or We may refuse to pay a claim.

### CHANGES TO YOUR POLICY

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

### MEETING YOUR OTHER OBLIGATIONS

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



## 5. INSURING YOUR MOTORCYCLE

### WHAT IS YOUR MOTORCYCLE?

For the purpose of the Policy Your Motorcycle means the Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications (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. The Excess(es) applicable to Your cover will be shown on Your Certificate of Insurance. There is a Basic Excess which applies to all claims under the Policy. There may be an additional age Excess and nominated rider Excess(es), that if applicable, must be paid in addition to the Basic Excess.

#### Basic Excess

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

#### Additional Age Excess

The additional age Excess is based on the age of the Rider at the time of the Incident giving rise to a claim.

If an additional age Excess applies, the amount will be shown on the Certificate of Insurance.

#### Unlisted Rider Excess

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

However, this additional Excess will not apply:

- when loss or damage by Fire occurs without impact 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 inexperienced Rider Excess of \$750 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
- This Excess is payable in addition to Your Basic Excess.

### OTHER PARTIES INTERESTS

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

### 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 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 rising from Your incorrect advice or inaction.

## **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 loan account or finance contract.

Where any Motorcycle is subject to any finance agreement or similar 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.

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

Following Our payment of a claim for Your Motorcycle that is not a Total Loss, or the repair of an item, the relevant Agreed Value or Market Value for Your Motorcycle or item will be automatically reinstated to the same amount shown in the Certificate of Insurance unless We tell You otherwise in writing.

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

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

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

If We agree to pay Your claim for a Total Loss, We will pay You the Agreed Value or Market Value shown on your Certificate of Insurance, minus any Excess(es) that may apply.

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



## 6. MAKING A CLAIM

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

#### Provide proof of ownership

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

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

You must 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, license 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 checklist will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly.

#### First You should:

- report the Incident to the police or other relevant authority;
- tell the police if the Incident involves Theft, attempted Theft, Malicious Acts, injury or impact.

Do what You can to prevent any further loss, damage, cost or liability and call Us on 1300 652 936 or email Us:

[claims@ymia.com.au](mailto:claims@ymia.com.au)

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

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

#### We will also require You to:

- provide Us with the proof that We require regarding lost or damaged items;
- help Us manage the claim, which may include Us

inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;

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

### COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

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

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

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

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.

### HOW DO WE SETTLE A COVERED CLAIM?

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

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

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

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

## REPAIRING YOUR MOTORCYCLE

In the event of a claim We 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.

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.

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

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

## AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

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

## WHEN WE MAY REFUSE A CLAIM

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

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;

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.

## 7. HOW WE RESOLVE YOUR COMPLAINTS

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

YMI Pty Ltd  
489-493 Victoria Street, Wetherill Park NSW 2164  
Telephone: 1300 794 454  
Email: customerservice@ymia.com.au

If You are not satisfied with Our response to Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee ("Committee") by using the following contact details:

Internal Dispute Resolution Committee  
HDI Global Specialty SE- Australia  
Tower 1, Level 33,  
100 Barangaroo Ave,  
Sydney, NSW, 2000

Email: HGABdisputes@hdi-specialty.com

We undertake to resolve Your complaint within fifteen (15) working days. If We are unable to provide a written response setting out the final decision, We will keep You informed of progress at least every ten (10) days. If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within forty five (45) calendar days, You may be able to take Your

matter to an independent dispute resolution body, the Australian Financial Complaints Authority (AFCA). AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of AFCA but the determination is not binding on You. Contact details are:-

Australian Financial Complaints Authority  
GPO Box 3,  
Melbourne, VIC 3001  
Tel: 1800 931 678 (local call fee applies)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Internet: <http://www.afca.org.au>

## 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

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

We will cover You for:

- loss of or damage to Your Motorcycle caused by an Accident or by Fire, Malicious Acts, Storm or Flood, Theft or Transit Damage 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 legal costs

incurred by Us or by You with Our prior written consent in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:

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

### MAXIMUM AMOUNTS PAYABLE UNDER THIRD PARTY LIABILITY COVER

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

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 \$1,000.</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>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>	✓		

<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>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 at the same time as 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 at Our option either, replace it with a new Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new Yamaha Branded Motorcycle of the same make, model or series.</p> <p>We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.</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 or;</li> <li>• where Your Yamaha Branded Motorcycle has been sold.</li> <li>• Your policy is cancelled.</li> </ul>			
<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>			

<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>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 at the same time as 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 at Our option, replace Your Non- Yamaha Branded Motorcycle with a new Non-Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new Non- Yamaha Branded Motorcycle of the same make, model or series.</p> <p>We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement Non-Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> <li>• twenty four (24) months from the Non-Yamaha Branded Motorcycle's original registration; or</li> <li>• where Your Non-Yamaha Branded Motorcycle has been sold.</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>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>	✓		

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.

<b>OPTIONAL COVER:</b>	<b>COMPREHENSIVE COVER</b>	<b>THIRD PARTY, FIRE, THEFT AND TRANSIT COVER</b>	<b>THIRD PARTY LIABILITY COVER</b>
<p><b>LAY UP COVER</b></p> <p>If You take this option, the cover for Your Motorcycle under the Policy is restricted to loss or damage occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance, other than during the period midnight Friday night to midnight on the next Sunday night (these times and days are those which are applicable to the home address). This restriction gives You a monthly discounted premium and only applies during the period specified on the Certificate of Insurance.</p> <p>You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home, in Transit or being Ridden (other than during the period midnight Friday night to midnight on the next Sunday night (as stated above), unless Your Motorcycle is being taken to or from a Motorcycle dealership for service or repair.</p>	✓	✓	
<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 Ttwo (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>	✓		

OPTIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<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.</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>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>			

OPTIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<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>			

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

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 building or the steering has been locked and keys have been removed, or a combination of padlock supported chain or cable or a wheel hub and/or disc lock has been applied. This exclusion applies to claims for the Theft of Your Motorcycle only.
    - b) let out on hire or is used for carrying fare paying passengers.
    - c) being tested in preparation for or engaged in any racing, pacemaking, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event.
    - d) participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us.
    - e) being used otherwise than for Private Use.
    - f) not being used for the purpose it was designed, such as being used off road or on any ungazetted road or highway.
    - g) not used as a Motorcycle.
    - h) being Ridden by any person who does not have an Australian license which is in full force and effect at the time and place of an Accident or is not complying with the conditions of his or her license except:
      - i. if he or she is being taught to Ride and is complying with all the requirements of the applicable law where the Motorcycle was Ridden and is of an age to obtain a license to Ride the Motorcycle;
      - ii. if he or she has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving test.
    - i) being Ridden in either an unsafe or Unroadworthy Condition or is being Ridden in a manner likely to cause an Accident that is known or could reasonably be known by You, and that condition contributed to the Accident.
    - j) being Ridden by any person who:
      - i. at the time of any event giving rise to a claim under the Policy has a proportion of breath/ alcohol or blood/ alcohol concentration which exceeds the legal limit prescribed by law;
      - ii. following an event giving rise to a claim under the Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
      - iii. arising out of the circumstances giving rise to any claim under the Policy is convicted of any alcohol or drug related breach of the law governing the use of Motorcycles;
  - iv. does not remain at an Accident scene, where the law requires that person to remain, until that the person's duties at that location are complete or there is a valid reason for leaving. Laws vary between States 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.
  - v. has made any admissions, offers of settlement or attempted to defend any claim without Our written consent;
  - vi. was carrying a load or towing a trailer or side car illegally or in an unsafe condition or in excess of the maximum weight specified by the Motorcycle manufacturer;
  - vii. was using it for an illegal purpose;
  - viii. is not truthful in any statement made in connection with a claim;
  - ix. has not taken reasonable precautions to avoid the Accident;
  - x. did not immediately make a report to the police when he or she suspects that the Motorcycle or items attached to the Motorcycle have been stolen;
  - xi. fails to report the Accident to police or remain at the scene of the Accident long enough for interested persons to attend.
2. We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an Incident resulting in a claim, 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. You are not covered for Theft if:
    - a) the keys were left in the ignition of the Motorcycle;
    - b) the ignition keys were left near the Motorcycle whilst unattended by You;
    - c) You show or advertise the Motorcycle for sale and do not take reasonable precautions to prevent its Theft or damage;
    - d) You give the Motorcycle to any person to sell for You or on Your behalf; or
    - e) Your Motorcycle was stolen whilst being tested by a prospective purchaser.
  4. You are not covered for Theft of any Accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's Place of Storage.
  5. Any loss, damage or liability caused by or arising from:
    - a) any event, Incident or act which was expected or intended to happen;
    - b) any intentional or reckless act by You, or by a person acting with Your consent;
    - c) any Malicious Act of any person:
      - i. who is a Household or Family Member;
      - ii. who is a Listed Rider; or
      - iii. who has been given permission by You to Ride the Motorcycle; or
      - iv. acting with Your consent.
    - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power;
    - e) confiscation or requisition by order of any public authority;
    - f) nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel. For the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion;
    - g) contamination by chemical and/or biological agents which results from an act of Terrorism;
    - h) lawful repossession, seizure or other operation of law;
    - i) while a Motorcycle Trailer is attached to Your Motorcycle unless that trailer is constructed specifically for Motorcycle by a commercial manufacturer.
  6. You are not covered for
    - a) any applicable Excess as shown on Your Certificate of Insurance 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. There may be cover if You have the Optional Cover for Tyre and Rim.
    - 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 with 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.
  7. 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.

#### 8. 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;

- a) 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 not Your fault;
  - ii. You were riding the Motorcycle or not.
- b) Any legal liability arising from the death or personal injury to any person.

#### 9. 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

#### 10. 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

## 10. GENERAL CONDITIONS

### MODIFYING YOUR MOTORCYCLE

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

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

## 11. 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 or domestic partner and their parents
2. parents, sons and daughters
3. brothers and sisters and their spouses
4. grandparents and grandchildren
5. any individual related by blood or affinity whose close association with You is the equivalent of a family relationship.

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

**Flood** means the covering of normally dry land by water

that has escaped or been released from the normal confines any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- 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 License 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.

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

**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 licensed 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, 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. day time or night time); and
- certain Motorcycles deemed high-powered (performance) vehicles by the relevant State or Territory Government Department or Road Transport Authority.

**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.

**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.

**Yamaha Branded Motorcycles** means Motorcycles

**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.

## 12. 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.

### 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 (less any taxes or duties We cannot recover). Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

### CANCELLING YOUR INSURANCE

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

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

## CONFIRMING TRANSACTIONS

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 Your Certificate of Insurance will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven (7) days before Your next instalment is due.

If Your instalment is overdue We can do one or both of the following:-

- refuse to pay a claim if an instalment is fourteen (14) days (or more) overdue;
- cancel Your Policy if an instalment is 1 month (or more) overdue. We will notify You of the cancellation.

### SANCTIONS

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

have the effect of prohibiting the Insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the Policy.

## HOW WE PROTECT YOUR PRIVACY

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) or by contacting HDI Global Specialty on (02) 9274 3000 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;
- 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;
- 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 collect it directly from You or Your agent.

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

This may include:

- Our authorised representatives;
- other Insurers;
- Our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- Our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publically available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of 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 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;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

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 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.

## COMPLAINTS

Our Privacy Policies also contain information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

## CONSENT

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

## CONTACT US AND OPTING OUT

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

### YMI:

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

### HDI GLOBAL SPECIALTY:

- By phone: (02) 9274 3000
- By email: [contact@hdi-specialty.com](mailto:contact@hdi-specialty.com)
- In writing: Privacy Manager, HDI Global Specialty SE - Australia Tower 1, Level 33 Barangaroo Avenue, Sydney NSW 2000

## 13. 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](https://www.fcs.gov.au).

### UPDATING THIS PDS

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

## 14. CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment is calculated. These are only examples. We determine claim payments on an individual basis, based on the terms and conditions of the Policy. The examples do not cover all claims scenarios or all benefits. The example assumes that the policy holder is not registered for GST. You should read this PDS and 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 was purchased new and originally registered thirty (30) months ago. You purchased the Motorcycle for \$27,000. You have continued to hold Yamaha Comprehensive Motorcycle Insurance to insure the Yamaha Branded Motorcycle for Total Loss since purchasing the Motorcycle.

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

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

### HOW MUCH WE PAY

You do not need to pay Us Your Basic Excess.

We decide to replace Your Motorcycle with a new Yamaha Branded Motorcycle of the same make, model or series

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, We agreed to cover You for the Market Value of Your Motorcycle, being \$25,000.

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

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

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

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

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

We pay the Towing Company \$300.

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

We pay You \$24,500 as follows:

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

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

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

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

The basic Excess shown on Your Certificate of Insurance is \$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 home owner.

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

You need to pay Us your Basic Excess of \$600. We will pay the home owner \$5,000.

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



Yamaha Motor Insurance Australia Pty. Ltd.

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