



QBE Insurance (Australia) Limited

Marsh Dirt Bike and Go-Kart Transit Insurance

Product Disclosure Statement and Marine Policy Wording



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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Section 1 - Introduction and Important Information

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we do not know your personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it will say so in the document.

Information in this PDS might change. If the change is adverse then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal. You can get a copy of all updates (whether adverse or not adverse) at no charge by us, simply by contacting us.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

About Marsh Advantage Insurance

This Policy is issued and underwritten by QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545) (QBE). Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFSL 238369) (Marsh Advantage Insurance) is authorised to distribute this Policy on behalf of QBE acting under Marsh Advantage Insurance's own AFSL.

Marsh Advantage Insurance is a subsidiary of Marsh Inc. Marsh Inc. is a world leader in delivering risk and insurance services and solutions to clients and in distributing this Policy acts as agent for the insurer and not you.

Global risk management consulting, insurance broking and insurance program management services are provided for businesses, professional services organisations and private clients under the Marsh Advantage Insurance name.

Marsh Advantage Insurance's ultimate parent is Marsh & McLennan Companies, Inc. (MMC) which is a public company listed on the New York, Chicago and London stock exchanges.

Phone: 1300 117 131
 Fax: (02) 8824 1690
 Email: bikes@marsh.com
 Internet: www.marsh.com

About Echelon Australia (Echelon)

Echelon Australia Pty Limited ABN 96 085 720 056 (Echelon) is a wholly owned subsidiary of Marsh and a business of Marsh & McLennan Companies (MMC). Echelon is a national company with offices in all major capitals and strategic regional centres. Echelon consultants will actively support the claims process with a view to resolve outstanding claims as quickly as possible by providing direct access to relevant specialists and industry experts.

General Information

Significant benefits & features

The following is a summary only of the cover available and does not form part of the terms of Your insurance. We give examples of some of the significant benefits and risks but You need to read the Policy Wording part of this document which sets out the terms and conditions of this insurance, to make sure it meets Your needs.

Transit and Storage Cover

The Policy provides cover for loss and/or damage to Your Bike up to the current Market Value (or for a replacement bike if Your Bike is a total loss and is less than 12 months old and You are the original owner):

- when in Australia whilst it is In Transit;
- when stored or at an Event, which is caused by theft, fire, lightning, explosion, storm, rainwater, earthquake, flood;
- as a result of collision or overturning of the Conveyance and/or trailer attached to that Conveyance whilst it is transporting Your Bike and impact of Your Bike with an external object.

**Additional Transit and Storage Cover can be purchased for custom made trailers. This cover is optional and is only effective if shown in Your Schedule.

Full details of the cover provided are listed in Section 3 of the Policy Wording "What You are Covered For".

Significant Risks/Exclusions to Consider

Insurance contracts contain Policy exclusions, Policy terms and conditions and Policy limits and sub-limits that You should be aware of when deciding to purchase Our product. These things may affect the amount of the payment that We will make to You if You have claim.

You should be aware of the following matters in considering whether this product is suitable for Your needs.

We won't pay for theft or any loss or damage caused to Your Bike:

- which happens when your bike is being used, including if it is being used when on hire;
- when it's away from the garaging address, if your bike isn't secured to a fixed object, or isn't stored within a fully locked trailer at the time. We require that the trailer be secured by way of wheel locks or a hitch lock or other security device that prevents it from being moved;
- when it's at the garaging address, if your bike isn't stored and secured within a fully locked and enclosed building, storage or shipping container, or a fully locked trailer at the time. We require that the trailer be secured by way of wheel locks or a hitch lock or other security device that prevents it from being moved;
- which happens while your bike is being loaded onto or unloaded from a conveyance or trailer;
- which happens while your bike is in transit if you, or the driver of a vehicle transporting your bike, were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by law, or refused to undertake a breath analysis.

These are only examples of some of the exclusions that may apply. Further information about these and all of the other exclusions that apply are included in Section 4 of the Policy Wording - "What You are Not Covered For".

We may also refuse to pay or reduce the amount We pay for a claim:

- if You do not comply with the conditions of the cover which are set out in the Policy Wording in this document. Please read these conditions to make sure You understand Your obligations; or
- if You make a fraudulent claim.

We may cancel this Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover).

The amount of any claim may be reduced

The amount of any claim made against the policy may be reduced:

- where an excess applies to each and every claim that amount will be deducted from the claim settlement – the amount of excess will be shown in the policy schedule; and/or
- if you do not comply with any Policy condition.

The cost of this Policy

Premium is what you pay us for this Policy and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium we take a number of factors into account, including:

- the market value of Your Bike;
- the year, make and model of Your Bike;
- the value of all accessories on Your Bike;
- Your residential address and the address where the Bike is garaged or stored; and
- Your insurance history.

Risks of the Policy for You to Consider

You should consider the following when deciding whether to hold this Policy:

- whether the Policy provides the level of cover You need. Your level of cover may not be adequate. For example, You are only covered for the current Market Value of Your Bike;
- whether You are able to satisfy the terms and conditions of the Policy;
- in some instances there are restrictions and limits on the cover, which means that there will be either no insurance cover provided or the amount We pay may be limited. (For more information, see further below and refer to the Policy Wording); and
- We may refuse to pay part or all of a claim under the Policy if You do not comply with the terms and conditions of the Policy.

Cooling Off Period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. 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, contact your financial services provider electronically or in writing.

You can also cancel your Policy outside the cooling off period, see 'Cancellation'.

Your Duty to take reasonable care not to make a misrepresentation

By law, you must take reasonable care not to make a misrepresentation to an insurer.

This means giving us true, complete and accurate answers to our questions, including where you provide information on someone else's behalf.

We use this information to decide whether to insure you and on what terms.

If any of your answers are misleading, incomplete, inaccurate or fraudulent we may reduce or not pay a claim, cancel your policy or treat it as if it never existed.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

Marsh Advantage Insurance and QBE each have a privacy policy which sets out personal information they collect and how they collect, disclose, store and use it.

Marsh Advantage Insurance

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303, AFS licence number 238 969) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at <https://www.marshadvantage.com.au/privacy-policy.html>. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services such as arranging insurance policies, binding insurance and advising on insurance options, reinsurance, managing claims or consulting on other risks for our clients and those of our associated entities, insurers and other insurance intermediaries we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers, reinsurers;
- other insurance intermediaries and premium funders;
- persons involved in claims such as solicitors, assessors, repairers, builders, investigators, your employer or medical practitioners and rehabilitation providers;

- suppliers and other third parties with who we have commercial relationships for business, marketing and related purposes; or
- government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give us personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information, we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom, and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email: privacy.australia@marsh.com

Phone: (02) 8864 7688

Post: PO Box H176, Australia Square NSW 1215

QBE

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit, or claim. You'll find their contact details on your policy documents, letters, or emails from us. Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit, or Claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no cost.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

Complaints about Marsh Advantage Insurance

If you are dissatisfied with Marsh Advantage Insurance's service, staff or the way it has handled Your personal information in any way, contact Marsh Advantage Insurance and Marsh Advantage Insurance will attempt to resolve the matter in accordance with our own internal dispute resolution procedure, a copy of which is available upon request. In the first instance, you should address any concern or complaint to the Marsh Advantage Insurance representative servicing Your account. Alternatively, You may contact Marsh Advantage Insurance's Complaints Officer on (03) 9603 2338 or email complaints.australia@marsh.com.

If Your representative is unable to resolve your complaint, or if You are dissatisfied with the response, it will be escalated to Marsh Advantage Insurance's Complaints Officer to investigate and take appropriate action. You will be advised within 30 days of Marsh Advantage Insurance's decision. If the matter is complex and a longer period is required, you will be informed accordingly by a Marsh Advantage Insurance representative.

If you are not satisfied with Marsh Advantage Insurance's final decision, You may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA).

Phone: 1800 931 678 (free call);

Email info@afca.org.au;

Online: www.afca.org.au; and

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

Financial claims scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	www.apra.gov.au/financial-claims-scheme-general-insurers

How to apply for this insurance

When You apply for insurance You will need to give Us information about You and Your circumstances. The information We need is contained in the online application form that You have accessed on the website at www.marsh.com.

If Your application is accepted and payment has been received You will be issued with a Policy Schedule confirming the cover that is in place.

How to make a claim

Please contact Echelon to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where You have advised Us beforehand and Your claim has been accepted. Full details of what You must do for Your claim to be considered are provided in the 'Claims' section of the Policy Wording.

In the event of a claim, please contact:

Echelon Claims Services
GPO Box 1693, Adelaide SA 5001
Phone: 1800 640 009
Fax: (08) 8235 6448

Policy Schedules

Policy Schedules are a record of Your specific insurance covers. When You receive them, please check the Policy Schedules carefully and inform Us as soon as possible if You feel anything needs to be changed. In order that You always have a complete up-to-date record of Your cover, We will send You a new set of Policy Schedules whenever Your insurance cover is renewed or changed in any way.

Policy Wordings

The Policy Wording details all the terms and conditions of cover. In certain cases, Additional Benefits, Definitions, Exclusions and Conditions have been included or varied to suit Your requirements. In these cases Endorsements are included with the relevant Policy Wording and are shown on Your Policy Schedule.

It is important that You carefully read and understand Your Policy Wording because it describes the terms, conditions and exclusions that apply to Your insurance.

Important

You are only covered for those sections which are shown on the Policy Schedule or in respect of which a certificate of insurance has been issued.

Keeping Your Documents Safe

You should keep Your Policy in a safe place in case You need to refer to it in the future.

Echelon may require You to provide receipts and other documentary evidence to support a claim. You should keep those documents in a safe place in case they are required to settle a claim.

Important Conditions

You must notify Us when You change Your place of residence or if You change the regular overnight parking location of Your Bike.

You must give Us true, complete and accurate answers to Our questions, including where You provide information on someone else's behalf.

Section 2 - Definitions

The following words when capitalised in Your Policy have the meaning given below.

When we say	We mean
Accessory (ies)	means any equipment fitted to Your Bike which is not standard for its make and model.
Application Form	means the application form for Your Policy which You complete, or which is completed on Your behalf, prior to You entering into this Policy.
Bike	means the motorcycle or Go Kart specified on Your Policy Schedule. It includes any Accessory attached to the motorcycle or Go Kart which is listed on Your Policy Schedule.
Conveyance	means any air, sea or land transport used to transport the Bike.
Event	means any organised motor sport meeting and includes private practice.
Fixed Object	means property that is firm, stable or permanent and not able to be moved. Stationary registered locked motor vehicles and Immobilised trailers are Fixed Objects for the purposes of this Policy.
Flood	means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"> (a) a lake (whether or not it has been altered or modified); (b) a river (whether or not it has been altered or modified); (c) a creek (whether or not it has been altered or modified); (d) another natural watercourse (whether or not it has been altered or modified); (e) a reservoir; (f) a canal; or (g) a dam.
Garaging Address	means: <ul style="list-style-type: none"> (a) the normal place where Your Bike is stored and nominated by You on Your Policy Schedule; or (b) any other location, except whilst In Transit or at an Event, where Your Bike is stored with Your consent.

When we say	We mean
Immobilised	means: <ul style="list-style-type: none"> (a) if the trailer is attached to a motor vehicle: the trailer is Secured to the motor vehicle; (b) if the trailer is not attached to a motor vehicle: securing the wheel(s) of a trailer to its frame by the use of a padlock, padlock and chain or cable, wheel clamp or other professionally manufactured anti-theft device.
In Transit	means a journey that commences from the Garaging Address, an Event or elsewhere and ends upon arrival at the intended destination, including periods of stoppage during the transit.
Market Value	means the value of Your Bike at the time of loss taking into consideration its age and condition. To assist in determining the Market Value We may use industry guides or other available information.
Partial Loss	means loss or damage that is less than a Total Loss.
Period of Insurance	means the Period of Insurance shown on Your Policy Schedule.
Policy	means Your Policy Wording, and Your Policy Schedule and any amendments to any of these that We notify You of in writing.
Policy Schedule	means a document that in conjunction with the Policy Wording issued by Us which forms part of Your insurance contract with Us and includes the Insured name (You), the Premium payable and the Period of Insurance. It also contains information including what cover You have chosen to take, Your excess and special conditions that are applicable.
Policy Wording	means the Dirt Bike and Go Kart Transit Insurance Policy Wording dated 30 June 2022.
Premium/s	means the total amount (including relevant fees, taxes, duties and Government charges) You pay for Your Policy.
Secure/Secured	means the use of a chain, lock or other security device to provide reasonable security for Your Bike.
Sum Insured	means the Market Value of Your Bike at the date of loss or damage.

When we say	We mean
Terrorism	<p>means an Act of Terrorism, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.</p> <p>This includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none"> (a) involves violence against one or more persons; or (b) involves damage to property; or (c) endangers life other than that of the person committing the action; or (d) creates a risk to health or safety of the public or a section of the public; or (e) is designed to interfere with or to disrupt an electronic system.
Total Loss	means when We decide it is uneconomical to repair Your Bike for any reason or Your Bike is stolen.
We, Our or Us	means QBE Insurance (Australia) Limited.
You or Your	means the "Insured" named in the Policy Schedule.

Section 3 - What you are covered for Insured Events

We will cover loss or damage to Your Bike while in transit or storage within Australia caused by the following insured events:

- fire, lightning, explosion, storm, rainwater, earthquake, Flood;
- collision, overturning or jack-knifing of the conveying vehicle, and/or trailer attached to the conveying vehicle that was transporting Your Bike;
- impact from falling objects;
- theft from a locked vehicle transporting your Bike while Your Bike was locked to or in the carrying vehicle and following forcible and violent entry into the locked vehicle or carrying compartment;
- theft from a securely locked and enclosed building, locked trailer or shipping container following forcible and violent entry;
- theft of the vehicle which was transporting Your Bike; and
- malicious damage whilst kept in a securely locked and enclosed building, locked trailer or shipping container.

Transit by sea

When Your Bike is in transit by sea, You are also covered for the following insured events:

- physical loss or destruction or damage caused by jettison;
- physical loss or destruction or damage as a result of general average sacrifice; and
- general average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this Policy.

Transit by third parties

Where Your Bike is being moved by other parties such as carriers, freight forwarders, airlines or shipping companies, this insurance is extended to include accidental loss or damage sustained while in the care, custody or control of those parties.

Optional Extensions to Cover

Only when noted in the Policy Schedule, this Policy is extended to include the following:

- custom made trailer(s).

If noted in the Policy Schedule under "Extensions", the definition of "Bike" is extended to include registered trailers that are custom made for the purpose of transporting Your Bike.

Subject always to the Policy terms, Conditions and Exclusions.

Section 4 - What you are not covered for

Please make sure you read this section carefully to understand the exclusions that apply to this Policy

Specific Exclusions

You are not covered under Your Policy for loss and/or damage to Your Bike which is directly or indirectly caused by or arising out of any one or more of the following:

- (a) actual use of Your Bike including use for hire;
- (b) theft of Your Bike where:
 - (i) the theft was by You or a person acting with Your express or implied consent;
 - (ii) when not at the Garaging Address, Your Bike was not Secured to a Fixed Object, or was not stored and Secured within a fully locked and enclosed building, storage or shipping container, or not stored within a fully locked trailer, and that trailer was not Secured by way of wheel locks, hitch lock or other security device that prevented the trailer being moved, at the time of the theft;
 - (iii) when kept at the Garaging Address, Your Bike was not stored and Secured within a fully locked and enclosed building, storage or shipping container, or a fully locked trailer, and that trailer was not Secured by way of wheel locks, hitch lock or other security device that prevented the trailer being moved, at the time of the theft;
 - (iv) when kept at the Garaging Address, the theft was by, or with the express or implied consent of, persons who normally live at the Garaging Address; and
 - (v) there is no visible evidence of violent and/or forcible entry;
- (c) collision and/or overturning of the Conveyance, and/ or trailer attached to that Conveyance, which is transporting Your Bike where:
 - (i) that Conveyance was being driven in an unsafe or un-roadworthy condition;
 - (ii) that trailer was being towed illegally or in an unsafe or un-roadworthy condition;
 - (iii) You were the driver of a vehicle transporting Your Bike and You were under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake a breath analysis;
 - (iv) the driver of any vehicle transporting Your Bike with Your knowledge or consent, was under the influence of any drug or intoxicating liquor or had a blood alcohol reading in excess of that permitted by statute, or refused to undertake a breath analysis;
 - (v) You or the driver of any vehicle transporting Your Bike with Your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting Your Bike;
 - (vi) loading or unloading of Your Bike onto or from a Conveyance or trailer;
 - (vii) Your Bike, whilst being transported, was not safely Secured to the trailer or carrying Conveyance.

General Exclusions

You are not covered under Your Policy for loss and/or damage to Your Bike which is directly or indirectly caused by or arising out of any one or more of the following:

- (a) wear and tear, gradual deterioration, failure to maintain, faulty materials or faulty workmanship, mechanical and/or electrical breakdown;
- (b) loss or damage to Your Bike which is caused by You or a person acting with Your express or implied consent;
- (c) malicious damage;
- (d) a person legally seizing Your Bike;
- (e) any chemical, biological, bio-chemical or electromagnetic weapon;
- (f) welding, any similar process involving the intentional application of heat or other intentional processes carried out by You to Your Bike or by a person acting with Your express or implied consent;
- (g) not taking reasonable steps to protect Your Bike from loss and/or damage;
- (h) events that occur outside Australia;
- (i) the cost of repairing existing damage to Your Bike;
- (j) consequential loss of any kind;
- (k) any legal liability of whatsoever nature;
- (l) radioactive contamination from:
 - (i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
 - (v) any chemical, biological, bio-chemical and electromagnetic weapons;
- (m) war, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority unless the Bike is aboard a carrying Conveyance;
- (n) any act of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

Communicable diseases

1. This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Cyber

The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Sanctions limitation and exclusion clause

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.

Laws impacting cover

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 unlawful for us to do so.

Section 5 - What We will pay You

Partial Loss

For all Partial Loss and/or damage to Your Bike, which is covered by Your Policy, We will either:

- repair Your Bike using parts which are either new or consistent with the age and condition of Your Bike; or
- replace Your Bike with one of similar make, model and condition; or
- pay You the cost of repairing Your Bike, parts to be costed at either new price or at a price consistent with the age and condition of Your Bike; or
- pay You up to the current Market Value of Your Bike,

less the appropriate excess.

Total Loss

If Your Bike is a Total Loss then:

- We will pay You the current Market Value of Your Bike; or
- if Your Bike is less than 12 months old and You are the original owner, We will replace Your Bike with one of similar make, model and condition;

less the appropriate excess, then:

- Your Bike, or what is left of it, including any extra items or Accessories fixed to it, becomes Our property; and
- Your Policy ends and You cannot make any further claims.

Additional Benefits

Towing Costs

If Your Bike is damaged or recovered after theft, We will pay the reasonable cost of removal to the nearest repairer or place of safety or another place We have authorised. The maximum We will pay under this benefit is \$500.

Finance Payout – Total Loss

Where Your Bike is subject to any financial agreement through a financial institution and suffers a Total Loss, We will cover You or the finance provider for the difference between the contract payout amount and the Market Value of Your Bike to a maximum of 25% of the Market Value less any payments and interest in arrears at the time of loss, and less any discount in respect of finance charges and/or interest for the unexpired term of the financial agreement. However, We will not pay if We are not required to do so by the finance provider.

Section 6 - Claims Conditions and Procedures

Reporting to the Police

You must make a report to the police as soon as possible if Your Bike has been stolen or You suspect or should suspect that Your Bike has been stolen.

Making a Claim

In the event of a claim, please contact:

Echelon: Claims Services
GPO Box 1693 Adelaide SA 5001
Phone: 1800 640 009
Fax: (08) 8235 6448

Claim Form

Before Your claim can be considered, You must promptly and accurately complete a claim form and deliver it to Echelon Claims Services with any additional supporting documentation that may be required.

Excess – Your Contribution towards a claim

An excess is an amount you pay whenever you make a claim.

There are two types of excess which apply under this Policy:

- a Standard Excess; and
- a Theft Excess.

The type and amount of each excess is shown on Your Policy Schedule. Only one excess will apply to each claim and in most cases, the excess will be deducted from the amount paid for the claim.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

Section 7 - Other conditions that apply to Your Policy

Premium and Approval of Application Form

In order for cover under Your Policy to exist, the Premium must have been received in full and Your Application Form must have been received and accepted by Marsh Advantage Insurance.

Changes to Your Policy

If You want to make changes to any of the information shown on Your Policy Schedule, You must notify Marsh Advantage Insurance. Any changes You make to Your Policy become effective when:

- We agree to the changes in writing; and
- You have paid any additional Premium which We require.

Cancellation

Cancellation by You

You may cancel the Policy at any time by giving Us notice in writing. If there are other people named as insured on Your Policy, We may rely on a request to cancel it from one of You.

Cancellation by Us

We may cancel your Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

Premium Refund

On cancellation, a refund of the Premium will be made equal to the unexpired period of this Policy excluding any non-refundable Government taxes, duties or charges.

If a Total Loss claim has been paid Your Policy will cease and You will not be entitled to any refund of Premium.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record, and let us know as soon as these change.

Goods & Services Tax (GST)

If You are not a Goods and Services Tax (GST) registered entity and You are liable to pay GST in respect of Your claim without being entitled to an input tax credit, Echelon will pay the GST. If You are a GST registered entity entitled to an input tax credit for Your Premium and/or for things covered by Your Policy, You must disclose these entitlements to Echelon. Any claim payment under Your Policy will be reduced by the amount of any input tax credits to which You are, or would be, entitled.

Governing Law

Your Policy is governed by the laws of Australia. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of Australia.

When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid. Where a payment is made to one insured under this policy, we have no further obligations to any other insured regarding that payment.

References to Legislation

Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

