

## Product Disclosure Statement and insurance policy

Insurer:  
Swann Insurance (Aust) Pty Ltd ABN 80 000 886 680 AFS Licence No. 238292

Preparation date: 13 April 2011

### Table of contents

<b>This PDS is important</b>	2	<b>What you are insured for</b>	6
<b>Introduction</b>	2	<b>What you are not insured for</b>	6
Who is the insurer	2	<b>Rider exclusions</b>	7
Who is insured	2	<b>You cannot give your rights away</b>	8
The purpose of this PDS	2	<b>What you are required to do for us</b>	8
How to apply for insurance	2	<b>How to make a claim</b>	8
General Insurance Code of Practice	2	<b>What you must pay in the event of a claim</b>	8
<b>Your duty of disclosure</b>	2	<b>Repairing your Motorcycle</b>	9
What you need to tell us	2	Repair guarantee	9
What you do not need to tell us	2	Who repairs your Motorcycle	9
What will happen if you do not tell us	2	<b>Claim recovery</b>	9
If you do not understand	2	<b>Basis of settlement</b>	9
<b>Important information</b>	3	<b>Paying the Agreed value or replacing your Motorcycle</b>	9
The way we handle your personal information	3	<b>Making changes to this insurance</b>	9
Authority to act	3	<b>Cancelling this insurance</b>	10
Your cooling-off period	3	Cancellation by you	10
Costs	3	Cancellation by us	10
Pay your Premium by instalments	3	<b>Complaint and dispute handling process</b>	10
Agreed value cover	3	The process	10
<b>Words that have a special meaning</b>	3	<b>Financial Claims Scheme</b>	10
<b>The insurance cover you select</b>	4	<b>How to contact us</b>	10
<b>1. Comprehensive cover</b>	4		
Additional benefits we will pay when you have selected Comprehensive cover for your Motorcycle	4		
Optional additional benefits you can select when you have selected Comprehensive cover for your Motorcycle	5		
<b>2. Fire and Theft cover</b>	6		
<b>3. Third Party Liability cover</b>	6		
<b>4. Third Party, Fire and Theft cover</b>	6		
Additional benefit we will pay when you have selected Third Party Liability cover or Third Party, Fire and Theft cover for your Motorcycle	6		

## Welcome to the security of Swann Insurance

### This PDS is important

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001.

Please read this PDS before you apply for insurance.

This PDS sets out the terms, conditions and limits that apply for the insurance we offer to you. If you have paid the Premium and we accept your application for insurance, you will receive a Policy schedule that sets out details of the insurance you have taken out. It is your responsibility to make sure that all details contained on the Policy schedule are correct.

Our agreement with you is made up of your application, this PDS, the Policy schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this PDS in a safe place. You may want to refer to it from time to time.

We recommend that you keep receipts for major items you purchase.

If you need more information about this insurance, please contact us.

The information in this PDS was current at the time of preparation. However, some information may change from time to time. If a change is significant, we will issue a supplementary PDS or replacement PDS. If a change is not significant, you can obtain a copy of the updated information free of charge by contacting us.

## Introduction

### Who is the insurer

Swann Insurance (Aust) Pty Ltd is the insurer, Australian Business Number 80 000 886 680, Australian Financial Services Licence Number 238292. In this PDS Swann Insurance is called 'we', 'us', 'our', or 'Swann Insurance'.

### Who is insured

The person or persons named as the insured when you applied for this insurance and named on the Policy schedule. In this PDS that person or persons are called 'you' or 'your'. Any other person you authorise to be in control or possession of your Motorcycle is also insured. If your Motorcycle is subject to a finance agreement, it also includes your financier, but only to the extent of their interest in your Motorcycle.

### The purpose of this PDS

This PDS has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

### How to apply for insurance

Complete our application. If we accept your application for insurance, you will receive a Policy schedule that confirms cover and sets out details of the insurance you have taken out.

If you apply for this insurance and your answers to our questions are entered into our Internet based system, we will provide you with a copy of the questions we have asked and the answers you have provided relating to the assessment of your particular risk.

### General Insurance Code of Practice

Swann Insurance has adopted the General Insurance Code of Practice. The purpose of the code is to raise the standards of practice and service in the general insurance industry.

The objectives of the code are:

- ♦ to promote better, more informed relations between insurers and their customers,
- ♦ to improve consumer confidence in the general insurance industry,
- ♦ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- ♦ to commit insurers and the professionals they rely upon to higher standards of customer service.

If you would like more information about the code, please contact us.

## Your duty of disclosure

### What you need to tell us

You must tell us anything that you know, or should know, which could affect our decision to insure you and/or the terms on which to insure you. You must do this when you apply for insurance, renew your insurance or when you change or reinstate your insurance. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by this insurance answers all questions in this way. These are requirements of the Insurance Contracts Act 1984.

### What you do not need to tell us

You do not need to tell us anything that:

- ♦ reduces our risk,
- ♦ is of common knowledge,
- ♦ we know, or as an insurer should know, or
- ♦ we indicate that we do not want to know.

### What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your insurance. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your insurance as if it never existed.

### If you do not understand

If you do not understand your duty, please contact us.

## Important information

### The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to:

- ◆ other insurers,
- ◆ an insurance reference service,
- ◆ our service providers and/or advisers,
- ◆ any third party with whom you have been dealing in respect of this insurance and who referred you to Swann Insurance,
- ◆ any other third party as permitted or required by law.

In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

When you apply for insurance you can select to receive offers of products and services which may be of benefit to you. During the Period of insurance we may, or any other organisation we authorise may, provide these offers. You may be contacted in writing, by phone or other electronic means. If you do not wish to receive these offers you can select not to receive them when you apply for this insurance, or you can contact us at any other time.

If you wish to update or access any information, please contact us.

### Authority to act

Swann Insurance has relationships with authorised representatives and other licensees who sell Swann Insurance policies. Swann Insurance may pay remuneration to authorised representatives and other licensees when they sell Swann Insurance policies.

### Your cooling-off period

If you decide that you do not wish to continue with this insurance, you have 21 days after the Commencement date of this insurance to request cancellation. To do this, you must advise us in writing. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

### Costs

The Premium payable by you will be shown on your Policy schedule.

The key factors that influence the Premium calculations are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance.

These include factors relating to:

- ◆ the frequency with which claims will occur and the average cost of each claim,
- ◆ the level of cover you have selected,
- ◆ the age of all riders who use your Motorcycle,
- ◆ the amount each rider uses your Motorcycle,
- ◆ the make, model, and type of your Motorcycle,
- ◆ the value of your Motorcycle,
- ◆ the type and value of any accessories and modifications fitted or made to your Motorcycle,

- ◆ what you use your Motorcycle for and how much you use it,
- ◆ where your Motorcycle is usually housed,
- ◆ the security and overnight parking of your Motorcycle, and
- ◆ your insurance, accident, and driving/riding history.

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Policy schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

### Pay your Premium by instalments

You can pay your Premium by instalments to help spread your payment over the period of your insurance cover.

An administration charge may apply to use this facility. If you do choose to pay your Premium by instalments, your Premium will be more than if you choose to pay by a single annual payment.

If you are paying by instalments and an instalment is 14 days or more overdue, we may refuse a claim. We may cancel this insurance if the instalment is one month or more overdue. If we cancel your insurance where an instalment is unpaid, your insurance cover will end on the due date of the first unpaid instalment payment.

### Agreed value cover

When Comprehensive cover or Fire and Theft cover is selected, you are covered for the Agreed value of your Motorcycle. Agreed value is the value nominated at the commencement of each Period of insurance, and remains the same value throughout that period. You should review your Agreed value prior to each renewal of your insurance cover. The Agreed value is stated on your Policy schedule.

## Words that have a special meaning

Some of the words in this PDS have special meanings. These words and their meanings are listed below.

### Agreed value

The fixed amount we agree to cover your Motorcycle for during the current Period of insurance. The Agreed value is stated on the Policy schedule.

### Business use

Your Motorcycle is used by you or your employees in connection with a business. This does not include situations described under Courier use.

### Courier use

Your Motorcycle is used for business purposes and for the collection or delivery of goods upon no fixed route.

### Legal liability

The legal responsibility to pay compensation for damage to property other than your own as a result of an accident for which you are at fault.

## Motorcycle

The Motorcycle and any accessories/modifications described on the Policy schedule.

## Period of insurance

The period of cover shown on the Policy schedule.

## Policy schedule

The most recent schedule (or renewal invitation) we give you describing the terms and conditions that are specific to your insurance. This also includes any amendments we send you in writing.

## Premium

The amount you pay for the insurance.

## Private use

Your Motorcycle is only used for social, domestic and pleasure purposes. This includes commuting to and from your place of employment.

## Purchase price

The amount you paid for the Motorcycle including registration, dealer delivery fees, statutory insurance, government stamp duty and Goods and Services Tax, but excludes all other costs.

## Replacement motorcycle

A motorcycle you have purchased to replace the Motorcycle described on the Policy schedule.

## Terrorism

Any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

## Total loss

In our opinion your Motorcycle is unable to be repaired economically or it has been stolen and not found.

## The insurance cover you select

When you take out your insurance you can choose the level of cover that is appropriate to your Motorcycle. You have a choice of 4 covers to select from:

1. Comprehensive cover
2. Fire and Theft cover
3. Third Party Liability cover
4. Third Party, Fire and Theft cover.

The type of cover you have is stated on the Policy schedule.

The cover provided by this insurance may vary from the prescribed standard cover. It is therefore important that you read, retain and understand this PDS.

### 1. Comprehensive cover

If your Motorcycle is accidentally damaged, stolen or burnt anywhere in Australia, we will at our option either:

- ◆ repair your Motorcycle, or
- ◆ pay you the cost of repairing your Motorcycle, or
- ◆ pay you the Agreed value of your Motorcycle.

With Comprehensive cover, all benefits, conditions, and exclusions described under Third Party Fire and Theft cover and Third Party Liability cover also apply.

## Additional benefits we will pay when you have selected Comprehensive cover for your Motorcycle

### ◆ Emergency repairs

If your Motorcycle is accidentally damaged or stolen more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for emergency repairs necessary to enable you to ride your Motorcycle home or to the nearest place of repair.

### ◆ Emergency expenses

If your Motorcycle is accidentally damaged, stolen or burnt more than 100 kilometres from your home and we agree to pay your claim, we will reimburse up to \$500 for emergency accommodation, travelling expenses or rental car expenses paid by you for you and your passengers to return home or to complete your journey. This amount is in addition to the Agreed value of your Motorcycle.

### ◆ Return of your Motorcycle

If your Motorcycle is accidentally damaged more than 100 kilometres from your home and we agree to pay your claim, we will pay up to \$500 for your Motorcycle to be returned to your home if:

- the repairs to your Motorcycle are completed in an area more than 100 kilometres from your home, or
- your Motorcycle is returned to your local area for repairs.

### ◆ Faultless no claim bonus

If your Motorcycle is involved in an accident, your no claim bonus rating will not be affected if, in our opinion, you or any person using your Motorcycle with your permission were not to blame for the accident occurring. You must provide us the name and current address of the person who caused the accident, and the registration numbers of any other vehicles involved in the accident.

### ◆ New motorcycle replacement

If your Motorcycle is a Total loss and is less than 24 months old, we will replace your Motorcycle with a new motorcycle provided one is locally available.

We will only do this where your Motorcycle has been insured by this insurance since:

- the first registration of your Motorcycle as new, or
- the second registration of your Motorcycle provided your Motorcycle:
  - was less than 6 months old, and
  - had travelled less than 5,000 kilometres, from the date of the first registration.

If your Motorcycle has been superseded with a new model and your Motorcycle is not available we will replace your Motorcycle with the new model provided it is locally available.

If your Motorcycle is subject to a finance agreement, we will also require the financier's written consent before we can replace your Motorcycle.

If we do replace your Motorcycle we will also pay for registration, statutory insurance, dealer delivery fees, government stamp duty and the Goods and Services Tax.

This benefit does not apply to any Motorcycle that has been discontinued.

If agreement cannot be reached on a new motorcycle, we will pay you the Agreed value of your Motorcycle.

#### ◆ Personal items

If we agree to pay your claim after your Motorcycle is accidentally damaged, stolen or burnt, we will also pay up to \$500 if any personal items belonging to you or a member of your family are damaged, stolen or burnt.

This does not include:

- helmets,
- mobile phones,
- cash,
- cheques,
- negotiable securities, or
- any property used for earning income.

This amount is in addition to the Agreed value of your Motorcycle.

#### ◆ Additional items

If we agree to pay your claim after your Motorcycle is accidentally damaged, we will also replace the following items or pay you the cost of replacing these items if they are damaged as a result of the accident. We will not pay for these items if they are stolen or burnt.

- Clothing and protective safety items which are purposely made for motorcycle riding and worn by you or your pillion passenger. This includes jackets, pants, riding boots and gloves. This does not include helmets. We will not pay for items of clothing that are not purposely worn for motorcycle riding. The most we will pay for any single item is \$1,500.
- Gear bags that are made of fabric and that are not permanently attached to the Motorcycle.

The most we will pay in one Period of insurance is \$3,000 in total. This amount is in addition to the Agreed value of your Motorcycle.

#### ◆ Trailer

If a trailer is accidentally damaged, stolen or burnt while it is attached to your Motorcycle, we will pay the lesser of:

- the costs of repairs, or
- \$1,000.

We will only pay if the trailer was constructed specifically for a motorcycle by a commercial manufacturer. This amount is in addition to the Agreed value of your Motorcycle.

#### ◆ Hire car reimbursement following your Motorcycle being stolen

We will reimburse to you the cost of hiring a car if your Motorcycle is stolen.

We will only pay this cost for up to 15 days when you:

- make a claim, and
- are licensed to drive a car, and
- pay the applicable excess.

We will stop paying this cost when:

- your Motorcycle is found if it is undamaged, or
- your Motorcycle is found and repaired if it is damaged, or

- your Motorcycle is found and we have paid you the cost of repairs, or
- we have paid the Agreed value of your Motorcycle shown on your Policy schedule.

The most we will reimburse you is \$100 per day. This amount is in addition to the Agreed value of your Motorcycle.

You must pay for all fuel and running costs of the hire car. You are responsible for any damage to the hire car and any excess that is applicable to the hire car under the terms of the hire agreement.

#### ◆ Keys and locks

If there is satisfactory reason to believe that keys to your Motorcycle have been illegally copied, or the keys to your Motorcycle have been lost, damaged or stolen, we will pay up to \$2,000 to replace your Motorcycle keys and/or locks.

#### ◆ Towing and clean up costs

If your Motorcycle is accidentally damaged, stolen or burnt, we will pay:

- the cost of moving your Motorcycle,
  - to a repairer near the accident site or near where your Motorcycle was burnt, or
  - to a repairer near where your Motorcycle has been found if it was stolen and damaged, or
  - any other place that we agree to.
- the cost of removing your Motorcycle debris from the accident site, or where your Motorcycle was burnt.

### Optional additional benefits you can select when you have selected Comprehensive cover for your Motorcycle

#### ◆ Helmet cover

If your helmet is accidentally damaged as a result of an accident involving your Motorcycle, we will replace your helmet, or pay you the cost of replacing your helmet. You are required to pay the applicable insurance excess.

The most we will pay is \$1,000. This amount is in addition to the Agreed value of your Motorcycle.

We will not provide this cover unless you have selected this option and paid the additional Premium for it. Your Policy schedule will show 'Helmet Cover applies' if you have requested this option. This benefit does not apply to theft claims.

#### ◆ Named rider

You can select a lower Premium if you wish to name the person who is allowed to ride your Motorcycle.

The cover provided by this insurance will be in effect when your Motorcycle is being ridden by the person named on the Policy Schedule.

The restriction shown above will not apply when:

- your Motorcycle is being repaired, serviced or tested, or is being parked by a parking attendant, or
- your Motorcycle has been stolen unless the Motorcycle has been stolen by someone who normally lives with you.

All cover provided by this insurance will not apply while anyone other than those people stated above ride your Motorcycle.

Your Policy schedule will show 'Named Rider applies' if you have requested this option.

#### ◆ **No claim bonus rating 1 protection**

You can select to protect your no claim bonus rating 1. If at the start of the current Period of insurance as shown on the Policy schedule you are entitled to a no claim bonus rating 1, and you make a claim during that period, and in our opinion you were at fault, your no claim bonus rating will not change for the following renewal period. Any other claim that you make during the current Period of insurance where, in our opinion, you were at fault, will affect your no claim bonus entitlement.

Your Policy schedule will show 'NCB Protection' if you have requested this option.

## 2. Fire and Theft cover

If you have this cover and your Motorcycle is damaged by fire and is a Total loss, or if your Motorcycle is stolen and not found, we will pay you the Agreed value.

If your Motorcycle is damaged by fire and is not a Total loss, or if your Motorcycle is stolen and found damaged or if parts of your Motorcycle are stolen and either not found or are found damaged, we will at our option either:

- ◆ repair your Motorcycle.
- ◆ pay you the cost of repairing your Motorcycle.
- ◆ pay you the Agreed value.

If your Motorcycle is stolen and found damaged or is damaged by fire, we will also pay the reasonable cost of moving your Motorcycle:

- ◆ to a repairer near the accident site or near where your Motorcycle was burnt, or
- ◆ to a repairer near where your Motorcycle has been found, if it was stolen and found damaged, or
- ◆ to any other place that we agree to.

## 3. Third Party Liability cover

We will cover you for your Legal liability to pay compensation for loss or damage to someone else's property as a result of an accident anywhere in Australia.

This loss or damage must be caused by:

- ◆ the use of your Motorcycle, or
- ◆ goods falling from your Motorcycle, or
- ◆ a trailer being towed by your Motorcycle.

This cover is also extended to your employer or any other rider using your Motorcycle with your permission and any passengers on your Motorcycle.

We will also pay for your legal expenses when our lawyers act in connection with a claim.

The most we will pay in relation to any one accident under this section of the PDS is \$20 million, including legal costs and expenses.

We will not provide this cover:

- ◆ if the damaged property belongs to you or is in your possession or control at the time of the accident.
- ◆ if your Motorcycle was being operated without your permission at the time of the accident.

- ◆ for any liability you agree to accept that would not apply if such an agreement did not exist.
- ◆ for property belonging to or in the possession or control of a person operating or using your Motorcycle with your permission at the time of the accident.

## 4. Third Party, Fire and Theft cover

Cover type 2 – Fire and Theft cover, and cover type 3 – Third Party Liability cover are applicable.

### **Additional benefit we will pay when you have selected Third Party Liability cover or Third Party, Fire and Theft cover for your Motorcycle**

#### ◆ **Damage caused by an uninsured motorist**

You are covered for accidental damage to your Motorcycle in an accident caused by an uninsured motorist if:

- we agree that you would be legally entitled to recover the cost of the damage from the owner or the driver of the other vehicle, and
- you must satisfy us that the owner or driver is not insured for the damage and has refused to pay for it, and
- you must provide us with the name and address of the owner or driver and the registration number of the other vehicle.

The most we will pay is the lesser of:

- the value of your Motorcycle. We will determine this amount at the time we assess your claim, having regard to the age and condition of your Motorcycle and the kilometres it has travelled, or
- \$5,000.

## What you are insured for

Provided you have paid the Premium, and we have accepted your application, we agree to insure you during the Period of insurance for the type of cover selected and stated on the Policy schedule, subject to the terms, conditions and limits of this PDS.

## What you are not insured for

This insurance does not cover:

- ◆ the cost of repairing existing damage which your Motorcycle had prior to an incident which results in a claim.
- ◆ 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.
- ◆ wear and tear, depreciation or corrosion.
- ◆ any loss as a consequence of you being unable to use your Motorcycle, including the cost of hiring another Motorcycle (except as described under Additional benefits - Emergency repairs, Emergency expenses, Hire car reimbursement following your Motorcycle being stolen, and Towing and clean up costs).
- ◆ mechanical, structural, electronic or electrical failure.
- ◆ damage to tyres caused by punctures, bursting, cuts or brake application.

- ◆ the cost of any repairs to your Motorcycle that have been carried out without our permission (except as described under Additional benefits - Emergency repairs).
  - ◆ any incident resulting in a claim while the Motorcycle was in an unsafe or unroadworthy condition that is known or could reasonably be expected to have been known by you, and that condition contributed to the accident.
  - ◆ 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.
  - ◆ loss or damage deliberately caused by you or a person using your Motorcycle with your permission, a person acting on your instructions or on the instructions of a person using your Motorcycle with your permission.
  - ◆ loss or damage caused to your Motorcycle as a result of legal seizure.
  - ◆ loss or damage caused by war, warlike activities, civil disturbance, nuclear waste or any nuclear material.
  - ◆ loss or damage caused by any person insured by this insurance stealing, absconding or otherwise misappropriating the Motorcycle.
  - ◆ loss or damage that occurs whilst your Motorcycle is in the care, custody or control of a licensed motorcycle dealer for the purpose of sale.
  - ◆ loss or damage to any clothing that may be stolen or damaged as a result of an accident (except as described under Additional benefits - Additional items).
  - ◆ loss, damage or liability while a trailer is attached to your Motorcycle unless the trailer is constructed specifically for a motorcycle by a commercial manufacturer.
  - ◆ 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.
  - ◆ any costs associated with locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Motorcycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that 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.
  - ◆ contamination by chemical and/or biological agents which results from an act of Terrorism.
- ◆ was being used or tested in preparation for any motor sports or used on any motorcycle track. This does not apply where you are participating in an approved rider training course provided:
    - the rider training course is conducted by an established business, and
    - the business conducting the rider training course is accredited or approved by the relevant State or Territory traffic authority, and
    - the rider training course is conducted on private property, which is used solely for the purpose of rider instruction at the time when the rider training is conducted.
  - ◆ was outside of Australia.
  - ◆ had been modified from the manufacturer's specifications, unless we had agreed to cover it.
  - ◆ was being used for fast food delivery.
  - ◆ was being used for towing and/or motorcycle haulage in connection with the motor trade or breakdown service.
  - ◆ was being used in connection with emergency or law enforcement services.
  - ◆ was unroadworthy or in an unsafe condition at the time of the accident and you knew, or should have known that it was unroadworthy or in an unsafe condition.
  - ◆ was unregistered at the time of the accident.
  - ◆ was stolen whilst being tested by a prospective purchaser.

## Rider exclusions

This insurance does not cover any incident resulting in a claim where at the time of the incident the rider or the person in charge of your Motorcycle, or last in charge of your Motorcycle:

- ◆ was under the influence of alcohol or drugs.
- ◆ was in excess of the statutory prescribed legal limit for blood alcohol content.
- ◆ refused to take a test for alcohol or drug content.
- ◆ was not licensed to ride it on public roads.
- ◆ has made any admissions, offers of settlement or attempted to defend any claim without our written consent.
- ◆ fails to comply with all obligations that by law they are required to comply with following an incident that may result in a claim.
- ◆ 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.
- ◆ was using it for an illegal purpose.
- ◆ is not truthful in any statement made in connection with a claim.
- ◆ has not taken reasonable precautions to avoid the incident.
- ◆ did not immediately make a report to Police when he or she suspects that the Motorcycle or items attached to the Motorcycle have been stolen.
- ◆ fails to report the accident to Police or remain at the scene of the accident long enough for interested persons to attend.

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:

- ◆ was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation.
- ◆ was being used for hire, rider instruction or conveyance of passengers, for fare or reward. This does not apply whilst your Motorcycle is being used for pillion passenger tours and you and your Motorcycle are licensed to conduct such tours.

## You cannot give your rights away

You cannot give anyone else an interest in this insurance without our written consent.

## What you are required to do for us

Failure to do any of these things may affect our decision to continue your insurance cover. Changes to the Motorcycle or circumstances of the risk may also affect our decision to continue your insurance cover.

- ◆ You must pay us the Premium for this insurance.
- ◆ You must tell us as soon as possible of any changes to:
  - the address where your Motorcycle is normally kept.
  - the use of your Motorcycle.
  - regular riders who will ride your Motorcycle.
- ◆ You must tell us as soon as possible of any:
  - modifications that are made to your Motorcycle.
  - accessories that are added to your Motorcycle.
  - driving or criminal offences that have been committed by anyone who regularly rides your Motorcycle. You do not need to tell us about parking offences that a regular rider may receive.
  - riders who regularly ride your Motorcycle that have their licence suspended, cancelled or restricted by endorsement.
- ◆ You must take reasonable precautions to prevent anything which could result in a claim under this insurance.
- ◆ You must make sure that anyone doing anything on your behalf obeys all laws.
- ◆ You and anyone who is insured by this insurance must comply with the conditions of this insurance.

## How to make a claim

Contact us on 1300 363 048 for a claim form as soon as something happens that you believe you can claim for.

You must complete a claim form and return it to us immediately following an incident occurring that may result in a claim on this insurance. If we do not receive your completed claim form within 14 days of such an incident, we may refuse a claim or reduce the amount we pay for a claim.

We ask that you provide all reasonable assistance when requested in relation to your claim. We may also require other documentation or statutory declarations from you depending on the circumstances of your claim. Where this is required, we will ask for it.

Any communication from other parties involved must be referred to us.

## What you must pay in the event of a claim

### Premium

You must pay the full annual Premium (this includes any remaining instalments that are payable in the current Period of insurance) before we make any payments in relation to a claim on this insurance.

### Excess

If you make a claim, the excess is the first amount you must pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the excess has been paid in full.

There are 6 types of excess:

- ◆ Basic excess.
- ◆ Age excess.
- ◆ Licence excess.
- ◆ Special excess.
- ◆ Undisclosed rider excess.
- ◆ Theft excess.

The excess you must pay is the total of these excess amounts added together unless otherwise stated.

### Basic excess

The basic excess is the standard excess applicable to all riders. Unless otherwise stated on your Policy schedule, the basic excess amount is \$400.

### Age excess

The age excess is based on the age of the rider of your Motorcycle at the time of an accident. Unless otherwise stated on your Policy schedule, the age excess amount is \$300 for riders under 25 years of age.

You do not have to pay an age excess if your Motorcycle is stolen.

### Licence excess

The licence excess is based on the type of licence the rider of the Motorcycle has at the time of an accident. This excess applies for claims made where at the time of an accident the rider does not hold a full Australian rider's licence or is the holder of a learner's permit or a probationary or provisional licence.

Unless otherwise stated on your Policy schedule, the licence excess amount will be \$300.

You do not have to pay a licence excess if:

- ◆ your Motorcycle is stolen, or
- ◆ the rider of the Motorcycle at the time of an accident has completed an accredited rider training course which has run for a minimum of six hours duration, after they have obtained their probationary or provisional rider's licence.

### Special excess

The special excess is based on your Motorcycle and the riding/driving records, criminal records and insurance records of those who ride your Motorcycle.

If a special excess applies, the amount will be shown on the Policy schedule.

### Undisclosed rider excess

You must contribute the undisclosed rider excess of \$500 in addition to all other applicable excesses if your Motorcycle was being ridden by a person under 25 years of age who was not nominated on the application for this insurance or any subsequent renewal of your insurance.

## Theft excess

The theft excess must be paid in the event your Motorcycle is stolen. Unless otherwise stated on your Policy schedule, the theft excess amount is \$250.

## When an excess will not apply

There are some circumstances where an excess will not apply.

- ◆ Theft claims
  - If your Motorcycle is stolen, you will not have to pay the age excess, licence excess or undisclosed rider excess.
  - If your Motorcycle is stolen from a securely locked building, you will not have to pay the theft excess.
- ◆ Other claims

You will not have to pay an excess for any claims if, in our opinion:

  - you or any person using your Motorcycle with your permission, were not to blame for the accidental damage caused, and
  - you give us the name and address of the driver of the other vehicle and the registration number of the other vehicle.

## Repairing your Motorcycle

In most cases, where your Motorcycle is damaged, it will be able to be repaired. We will ensure the repairs are carried out properly.

### Repair guarantee

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

### Who repairs your Motorcycle

To have your Motorcycle repaired:

- ◆ we may ask you to get quotations from at least two different motorcycle repairers, one of whom we may nominate.
- ◆ we will decide which repairer is to repair your Motorcycle.

Parts used in repairing your Motorcycle will be compatible with the age and condition of your Motorcycle and may be:

- ◆ manufactured by other than the Motorcycle manufacturer, or
- ◆ recycled.

## Claim recovery

If you make a claim on this insurance for an incident that in our opinion was not your fault, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore, you must cooperate with us and give us any information we may require. We will pay for any legal expenses.

## Basis of settlement

Where we make a payment under this insurance for the acquisition of goods and services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this insurance as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

## Paying the Agreed value or replacing your Motorcycle

If your Motorcycle is a Total loss and we decide to replace it, or we pay you the Agreed value, the Motorcycle including any accessory or modification becomes our property. If your Motorcycle has non-standard number plates we will allow you to retain them.

If we pay you the Agreed value or replace your Motorcycle, this insurance will cease and no refund of Premium will be available.

## Making changes to this insurance

### Changing Motorcycles

If you purchase a Replacement motorcycle valued at \$40,000 or less, this insurance will provide the same cover for the Replacement motorcycle for a maximum of 14 days from the time of purchase, provided you advise us of the Replacement motorcycle details within this period. If you wish to continue cover for your Replacement motorcycle with us after the 14-day period, you must contact us and confirm continuation of cover. If we do continue the cover, we will advise you of any change to the Premium and/or terms of the insurance. If you do not contact us and confirm continuation of cover with us, your Replacement motorcycle will not be insured with us after the 14-day period has ended.

If you do not give us the details of the Replacement motorcycle within this period, cover will only be provided for the Motorcycle described on the Policy schedule.

If you do not dispose of the Motorcycle described on the Policy schedule when you purchase a Replacement motorcycle, we will provide cover for both the Motorcycle described on the Policy schedule and the Replacement motorcycle for up to 14 days.

Cover for the Motorcycle described on the Policy schedule will cease when you dispose of the Motorcycle.

If you purchase a Replacement motorcycle valued at more than \$40,000, cover will not be provided for the Replacement motorcycle until you notify us of the Replacement motorcycle details and we agree to provide cover for the Replacement motorcycle.

If you dispose of your Motorcycle and don't tell us, this insurance will cease without notice to you.

## Cancelling this insurance

### Cancellation by you

You may cancel this insurance at any time by requesting us to do so in writing.

If you do request cancellation, we will retain an amount from the Premium you have paid to cover the time that the insurance had been in force and our cancellation fee of \$50.

We will refund the balance to you.

If we receive your cancellation request within 21 days from the insurance start date and you have not made a claim on this insurance, we will refund your Premium in full.

If your Motorcycle is subject to a finance agreement, we may need the financier's permission before we can cancel your insurance.

### Cancellation by us

We may cancel this insurance where circumstances described in insurance legislation allow us to do so.

If we cancel this insurance, we will retain an amount from the Premium that you have paid to cover the time that the insurance had been in force. We will refund the balance to you.

## Complaint and dispute handling process

Swann Insurance has a well-deserved reputation for providing quality products, good customer service and settling claims promptly and equitably.

However, if you are not satisfied with:

- ◆ one of our products,
- ◆ our service,
- ◆ our sales and marketing,
- ◆ changes made to your Premium or no claim bonus (if applicable),
- ◆ declined insurance,
- ◆ the service of our representatives or service providers,
- ◆ your claim,
- ◆ our handling of your personal information, or
- ◆ any other matter,

we have a process to help if you wish to make a complaint.

### The process

The first thing you should do is call us on 1300 307 926.

If the staff member you speak to cannot help, your complaint will be automatically referred to a manager who will review it and respond to you. The response will usually be provided within 15 days from when you made your complaint to the Manager.

If the manager cannot resolve your complaint you can request the complaint be referred to an internal Dispute Resolution Officer (DRO). The DRO will treat your complaint as a dispute. They will conduct a review of your dispute and provide you with a decision usually within 15 business days. Our Dispute Resolution Procedure is completely free of charge to all of our customers.

If you do not agree with the DRO's decision, you may wish to seek an external review of the decision. The DRO's letter outlining their decision will provide you with information on external review option(s), including, if appropriate, referring you to the dispute resolution scheme run by the Financial Ombudsman Service (FOS). The FOS is administered by the Financial Ombudsman Service Limited ABN 67 131 124 448. The FOS is an external body that is independent of Swann Insurance. Your complaint should be put in writing and addressed to:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: info@fos.org.au

It will deal with all enquiries and disputes and make its decision at no cost to you.

If your dispute is about our collection, use, disclosure of, or access to your personal information, you may refer the matter to the Australian Privacy Commissioner who will investigate your concerns and make a decision at no cost to you.

Contact us if you need any help in understanding how our complaint and dispute handling procedure operates. Swann Insurance also has brochures available explaining the dispute resolution process in more detail.

## Financial Claims Scheme

This Policy may be a 'protected policy' for the purposes of the Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS entitles certain persons, who have valid claims in connection with protected policies, to be paid certain amounts by APRA in the event that an insurer becomes insolvent. Information about the FCS can be obtained from APRA at [www.apra.gov.au](http://www.apra.gov.au) or by calling APRA on 1300 131 060.

## How to contact us

### Swann Insurance (Aust) Pty Ltd

ABN 80 000 886 680

### Mailing address:

PO Box 14459 Melbourne VIC 8001

### Phone numbers:

Claims: 1300 363 048

Policy enquiries: 1300 307 926

### Fax numbers:

Claims: 1300 363 419

Policy enquiries: 1300 720 380

### Email:

Claims: [swann.motor.claims@swanninsurance.com.au](mailto:swann.motor.claims@swanninsurance.com.au)

### Internet:

[www.swanninsurance.com.au](http://www.swanninsurance.com.au)