



Famous Dirt Bike Insurance

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Product Disclosure Statement

Introduction

This Product Disclosure Statement (PDS) is designed to assist you to understand what you need to know about the product so you can make an informed choice before you purchase this product.

We recommend you read the PDS in conjunction with the Policy Wording.

This document applies to any offers of renewal we make unless we tell you otherwise.

From time to time and where permitted by law, We may change parts of the PDS. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Famous' website at famousinsurance.com.au.

You can obtain a paper copy of any updated information without charge by calling Famous at 1300 326 687.

This PDS is dated 1 July 2019 (ref: RACQFN DB V03 07/19)

About the insurer

This insurance is underwritten by RACQ Insurance Limited (ABN 50 009 704 152, AFS License Number 233082) ('the insurer' or 'RACQ Insurance').

RACQ Insurance Limited is the insurer of your policy and is responsible for the content of this PDS and any Supplementary PDS.

If you require further information about this insurance or wish to confirm a transaction, please contact Famous.

About the agent

Famous Insurance Agency Pty Ltd (ABN 66 168 467 561, AFS Licence Number 455905) (Famous) arranges and issues policies for and on behalf of RACQ Insurance Limited.

Famous acts under a binding authority provided by the insurer to arrange and issue policies, alterations and renewals, and to administer the policies. In all aspects of arranging or issuing a policy, Famous acts as an agent for the insurer and not for you.

If you have any queries in relation to your policy, you can contact Famous in any of the following ways:

Postal Address: PO Box 6244, Baulkham Hills NSW 2153

Tel: 1300 326 687

Fax: 1300 303 206

Email: info@famousinsurance.com.au

Your duty of disclosure

Before you enter into or renew an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984 (Act). The Act imposes a different duty when you:

- enter into the policy with us for the first time;
- renew your policy; and
- you vary, extend or reinstate your policy.

We set these duties out below.

The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to us or disclosures are made and the Relevant Time, you need to tell us.

Duty of disclosure when applying for this policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Duty of disclosure on renewal of your policy

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

Duty of disclosure on variation, extension or reinstatement of your policy

If you have already entered into a policy and you are proposing to vary, extend or reinstate the policy your duty of disclosure changes. You have a duty to tell us of anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you are not sure whether something is relevant you should inform us anyway.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

Who needs to tell us?

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the policy.

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Receiving your policy documents

You may choose to receive your policy documents:

- electronically, including but not limited to, email; or
- by post.

If you tell Famous to send your policy documents electronically then they will send them to the email address that you have provided. This will continue until you tell Famous otherwise or until Famous advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Famous' information system. If you don't tell Famous to send your policy documents electronically then the policy documents will be sent to the mailing address that you have provided.

You are responsible for ensuring that the email and mailing address that Famous has is up to date. Please contact Famous to change your email or mailing address.

Benefits of Cover

We will insure you for damage to the dirt bike shown in the policy schedule. The damage must be caused by an insured event and happen within Australia during the period of insurance.

The events insured are:

- fire, explosion, lightning, earthquake, flood
- collision, impact, overturning or jack-knifing of a vehicle which was transporting your dirt bike
- theft from a locked vehicle transporting your dirt bike while your dirt 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 following forcible and violent entry
- theft of the vehicle which was transporting your dirt bike
- malicious damage whilst kept in a securely locked and enclosed building.

The amount you are insured for (sum insured)

Your dirt bike is insured for market value which is the value we determine as being the replacement value of your dirt bike with another dirt bike of the same make, model, series and condition as your dirt bike at the date of its loss or damage.

Additional benefits of comprehensive cover

The comprehensive cover also offers the following significant benefits and features:

FEATURE / BENEFIT	SUMMARY OF COVER
Recovery and towing	Reasonable costs
Transportation by sea	We will pay your contribution for general average and salvage charges

Risks: What you may not be covered for

The policy will not provide insurance cover under certain circumstances

There is no cover provided under this policy if:

- your dirt bike was being ridden by you or any named or unnamed rider with your knowledge or consent while you or they were under the influence of any drug or intoxicating liquor or while you or they had a blood alcohol reading in excess of that permitted by statute, or you or they refused to undertake breath analysis
- you or any named or unnamed rider riding your dirt bike with your knowledge or consent was not licensed or authorised to be riding your dirt bike
- your dirt bike was being used in a race, rally, trial, test or contest, or being tested in preparation for a race, rally, trial, test or contest or used on a racetrack or course for any purpose, unless you have told us about it and we have agreed to cover you
- your dirt bike was being used for a training course unless you have told us it would be used for this purpose and we have agreed in writing to cover it
- your dirt bike was being used for learner rider tuition for reward
- any anti-theft device which you have told us is installed on or in your dirt bike is not in good working order and activated or your dirt bike is not locked and the keys removed when your dirt bike is unattended, including while your dirt bike is parked in your garage, security car park, driveway, shed on your premises or in your house.

There is no cover under this policy for:

- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, 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 breath analysis at the time of the damage to your dirt bike occurring
- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting your dirt bike
- you knew or should reasonably have known that the vehicle transporting your dirt bike was being driven in an unsafe or unroadworthy condition
- a trailer transporting your dirt bike was being towed illegally or in an unsafe or unroadworthy condition

There is no cover under this policy for:

- theft or malicious damage if your dirt bike was not kept in a securely locked and enclosed building at the time of loss
- accidental damage of any nature
- theft of your dirt bike if the vehicle transporting your dirt bike was unlocked while unattended
- legal liability of any nature
- damage to your dirt bike caused by welding or the intentional application of heat carried out by you or any person with your express or implied consent
- damage to your dirt bike during the loading or unloading onto or from a vehicle or trailer
- damage to your dirt bike caused by your dirt bike's own spontaneous fermentation or heating
- damage to your dirt bike caused while it was in use or being operated and ridden under its own power including use for hire
- damage to your dirt bike discovered more than 30 days after the damage occurred
- damage to your dirt bike when it is outside Australia
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the dirt bike due to previous damage and/or repairs
- dirt bikes which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us
- injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos
- that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos
- consequential loss of any kind.

You should read the policy wording that follows and make yourself aware of all the exclusions that apply.

Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. If you do not meet the conditions of cover, we may refuse to pay a claim or reduce the amount that we pay for any claim. For full details of all the conditions of cover that apply, please read this policy wording in full and particularly section six of the policy - General Conditions.

Your excess

The excess is the amount you must contribute towards the cost of any claim you make. The amount of the excess that you have to pay is shown below and is printed on your policy schedule.

The basic excess that will apply to each and every non theft claim you make under this policy is \$150. The basic excess applicable to each and every theft claim you make is \$350.

We may at our discretion increase the standard excess listed above or impose additional excesses based on our overall assessment of the risk and your insurance claims or loss history. If we increase the standard excess listed above or impose additional excesses, this will be shown on your policy schedule.

Cost of the policy

The amount that we charge you for this insurance is called the premium. The premium is the total we calculate when considering all of the factors which make up the risk, such as:

- the type of dirt bike and its market value
- whether the dirt bike is modified or has non-standard accessories.

The cost of your policy is made up of your premium plus government taxes such as GST, stamp duty and fire service fees and may also include a fee for the issue of documentation. The amount of your premium is shown on your policy schedule.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

COST OR FEES	DETAILS
Agency Fee	An agency fee of \$50 plus GST is payable by you to cover the agent's administration cost of preparing and distributing your policy. Your agency fee is noted on your policy schedule and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Refund of Premium and Cancellation Fee	You may cancel your policy at any time. If you choose to cancel your policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residual for the unexpired period, less the cancellation fee of \$20 plus GST, the agency fee of up to \$75 plus GST and any non-refundable government taxes or charges, provided that: <ul style="list-style-type: none"><li data-bbox="404 727 986 783">• no event has occurred where liability arises under the policy, and<li data-bbox="404 783 773 810">• the residual amount is over \$20.
Instalment Fee	If you choose to pay your premium in instalments, an instalment fee of \$10 per annum plus GST will apply. This fee will cover the agent's administration costs of processing your instalment plan. The fee will be included in the amount shown on your schedule for agency fee. The instalment fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Credit Card Processing Fee	A credit card processing fee will apply on all credit card transactions. We apply a surcharge in the range of 0% to 2% inclusive of GST of the total cash amount depending on the type of credit card used. The percentage payable will be shown on your tax invoice. This fee is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling off period or is a full term cancellation.
Commissions	Famous may receive a commission payment from RACQ Insurance Limited when your policy is issued and renewed. If you cancel your policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your policy schedule, FSG, SOA or contact Famous directly.

Paying for your insurance – new policies and renewals

Paying your premium

Various options are available for paying your premium including:

- annual payment by cheque, credit card or BPAY
- instalments by direct debit from your credit card or bank, building society or credit union account.

An instalment fee will apply if you choose to pay in instalments. A credit card processing fee will also apply on all credit card transactions (annual and instalment payments).

What happens if you do not pay the cost of your policy by the due date?

It is a condition of this contract of insurance that you pay your premium. We may take steps to cancel your contract of insurance if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Paying by instalments

Where you pay your premium by instalments:

- We will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more.
- If any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- In the event of a total loss, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

After you have paid for your insurance – new policies

When you have paid for your insurance, we will forward you a tax invoice, policy schedule and application summary. Please check these documents carefully. If all the information is correct, you do not need to do anything else. If any information is incorrect or missing, it is your responsibility to inform us that information is incorrect or missing. If you do not inform us, we will assume the information on the documents we have sent you is correct and we will rely on this information in the event of a claim.

Cooling off period

If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 21 days of receiving it, and obtain a full refund less any non refundable government charges and taxes that we have paid. You may notify us in writing, over the phone, or electronically. If you make a claim for any incident within the 21 day period, you must pay your annual premium in full before you can cancel your policy.

If your policy is for an event that will finish within the 21 day cooling off period, you can only exercise your right to cancel before the event starts.

General Insurance Code of Practice

The General Insurance Code of Practice sets standards for insurers. RACQ Insurance is a signatory to the General Insurance Code of Practice.

You can get a copy of the General Insurance Code of Practice from the Insurance Council of Australia by:

- calling 1300 728 228
- visiting www.insurancecouncil.com.au

Financial Claims Scheme

The Financial Claims Scheme protects general insurance policyholders from potential loss if an institution fails. You may be entitled to a payment under the Financial Claims Scheme if you meet their eligibility criteria. If you want more information about the scheme, you can:

- call 1300 558 849
- visit the Financial Claims Scheme website at www.fcs.gov.au

Complaints and Dispute Resolution Process

RACQ Insurance provides a free and impartial review process established to attend to any complaint you may have in relation to our products, our services or a privacy issue. Our dispute resolution process has 3 key stages which are described below.

1: Contact us

Contact Famous

Postal Address: PO Box 6244, Baulkham Hills NSW 2153

Tel: 1300 326 687

Fax: 1300 303 206

Email: info@famousinsurance.com.au

Contact RACQ Insurance

Postal Address: RACQ Insurance - Customer Dispute Resolution Department
PO Box 3004, Logan City QLD 4114

Tel: (07) 3361 2141 or 137202 outside business hours

Email: racqidisputeresolution@racq.com.au

If we require additional information we will contact you to discuss. If your complaint is not immediately resolved we will respond within 15 business days of receipt of your complaint or agree on a reasonable alternative timetable with you.

2. Internal Dispute Resolution

If you're not happy with our response, you may ask us to refer your complaint to our Internal Disputes Resolution Committee. That Committee is made up of business representatives from across our organisation that have the appropriate knowledge, skills and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing within 15 business days from the date of your request for a review.

3. Refer to external dispute resolution

RACQ and Famous are members of the Australian Financial Complaints Authority (AFCA).

The AFCA is in place to assist in resolving complaints between consumers (you) and the participating financial service provider (RACQ Insurance and Famous).

The AFCA will only consider your complaint after we have first been allowed the opportunity to resolve your complaint through our internal dispute review process. If we are unable to resolve your complaint within 45 calendar days of the date we first received your complaint, you can refer your complaint to the AFCA, even if we are still considering your complaint.

The AFCA only deals with disputes that fall within their 'Terms of Reference'. To find out whether your dispute qualifies for the AFCA, you can:

- write to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
- call 1800 931 678
- visit www.afca.org.au, or
- email info@afca.org.au

Don't prevent our right to recovery

We will not compensate you for any loss or damage that is covered by this policy where:

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage, and
- you have agreed with that person or party, either before or after the inception of this policy, that you will not seek recovery from them.

Privacy

RACQ Insurance and Famous will both collect personal information from you and will share that personal information for the purpose of their respective roles in relation to your policy.

RACQ privacy information

The personal information you give us is used to set up and administer your policy. It is used to determine the extent of insurance risk that you have proposed and plays a role in determining fair and competitive premiums. If you make a claim, your personal information enables us to determine your entitlement. If you do not provide the information we request then this can either delay or prevent us from providing the insurance you want or allowing your claim. To obtain a copy of the RACQ Group Privacy Statement visit our website at racq.com/insurance or racq.com/privacy. You can also call us on 13 1905 or email us on privacy@racq.com.au to request a copy.

Famous privacy information

We are committed to the safe and careful use of your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

We collect your personal information in order to assess your application for insurance and, if your application is accepted, to administer and manage your policy and respond to any claim that you make.

To do this, your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing us with your personal information, you consent to the disclosure of your personal information to reinsurers, service providers and related entities to enable us to assess your application, to administer and manage your policy and to respond to any claim that you make.

If you choose not to provide your personal information and/or choose not to consent and/or withdraw your consent to the disclosure of your personal information at any stage, we may not be able to assess your application or administer and manage your insurance policy and respond to any claim that you make.

Our Privacy Policies contain information on how you may access personal information that each of us hold, or seek correction of your personal information and information on how to make a complaint about the handling of your personal information and how complaints are handled.

Making a Claim

When you need to make a claim

Before we can settle any claim under your policy the premium must be paid. You must promptly tell us about the claim and give us all information about the claim. This can be done by telephone, facsimile or email. We may forward you a claim form for completion. It is important to remember that a claim made by any one of the persons named as the insured in the current policy schedule is a claim by all of them.

Choice of repairer

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your dirt bike.

Parts we use to repair your dirt bike

When we authorise repairs, we:

- will guarantee the quality of workmanship and materials for the life of the dirt bike (subject to wear and tear)
- will use new parts or parts consistent with the age and condition of your dirt bike
- may instruct the repairer to use other repairers to complete certain parts of the repairs.

Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your dirt bike, items, modifications or accessories. If you cannot provide this proof we may not pay you.

Paying your excess

When you make a claim under this policy we will advise you when and how to pay your excess. You must pay your excess when we request it or we will be unable to pay your claim.

Claims for less than the excess

The cover under this policy is only available if the amount claimed is more than the excess/es even when the excess/es would not apply.

How you must co-operate

In the event of a claim you have an obligation to provide all assistance and co-operation in settling the loss. You must help even after we have paid your claim.

We may attempt to recover the amount of our payment from another party if they were responsible for the loss or damage. We will do this in your name.

We may also wish to defend you if it is alleged you caused someone else's loss or damage.

If your dirt bike is a total loss

If we:

- pay you current market value, or
- replace your dirt bike with a similar dirt bike

less any excess applicable, this policy comes to an end and no refund of premium is due to you. Once we have paid you, your dirt bike, including all accessories and modifications advised to us, becomes our property. All accessories or modifications not advised to us are your property. We may charge you or deduct from any payment we make to you the cost to remove and deliver them to you. If any insured accessories or modifications are removed and not replaced with a fully functioning standard component we will deduct the value of the fully functioning standard component from any payment we make to you.

GST

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess. If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

Making changes to your policy

If you wish to make changes to your policy, you must advise us and the change will be effective if:

- we agree to make the change, and
- you pay us any additional premium required, and
- we confirm in writing the change is effective.

Changes that you must advise us of include, but are not limited to:

- when you replace your dirt bike with another dirt bike
- when you modify your dirt bike in any way
- if you start using your dirt bike to commute
- when you change your address or the address you have advised us where your dirt bike is parked as shown in your schedule
- if you will no longer be parking your dirt bike in the way you have declared to us, as shown in your policy schedule (such as garage or carport).

Failure to advise us of changes may result in a claim not being paid.

Cancelling your policy

We may cancel your policy where we are allowed to do so by law by writing to the postal or email address last provided to us.

You may cancel your policy at any time by advising us in writing, over the phone or electronically. If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any other non-refundable government taxes or charges. We will then refund the remaining premium to you.

Notices

All notices issued by us to you will be in writing. The notice is effective if it is delivered to you personally, by facsimile, electronically or if it is delivered or posted, to your last postal address provided to us. It is important for you to tell us of any change to your postal address as soon as possible.

If you sell or give away your dirt bike, this policy comes to an end, without any notice to you. You should advise us in writing, over the phone or electronically of the disposal of your dirt bike and we will cancel your policy and refund the premium due to you from the date of sale.

Famous Dirt Bike Insurance Policy

You should read this policy and your policy schedule carefully and if it is not correct contact us. These are important documents and you should keep them in a safe place.

Words with special meanings

The words and phrases listed below will be used throughout the policy. Where the words listed below are used, please refer to the following definitions for the meaning we give these words.

Accessory - Any extra item or option fitted and permanently fixed to your dirt bike. Accessories include but are not limited to exhausts, panniers, windscreens, handlebars and saddlebags or other luggage. Accessories do not include any item that is not permanently fixed to your dirt bike or personal items such as detachable satellite navigation (or similar) electronic devices, mobile phones, MP3 players, laptop computers, sunglasses or riding apparel. The amount of cover you have for your accessories will be shown in your policy schedule.

Act of terrorism - 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 thereof, or in pursuit of political, religious, ideological 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 organisation(s) or government(s) de jure or defacto, and which:

- involves violence against one or more persons
- involves damage to property
- endangers life other than that of the person committing the action
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

Building - A lockable structure or room comprising a minimum of four contiguous walls and roof with a lockable door for dirt bike access including, but not limited to, a shed or garage.

Business use - The use of your dirt bike in connection with your business or your occupation.

Carport - A shelter with one or more open sides and a roof.

Damage - Unforeseen and unintended loss, destruction or physical damage to your dirt bike happening in Australia, during the period of insurance, not caused by or related to the maintenance or repair of your dirt bike or use of your dirt bike in circumstances excluded by this policy. Damage includes theft.

Dirt bike - The registered dirt bike shown on your current policy schedule including:

- its standard tools and accessories
- its fitted or non-standard extras, accessories or modifications which you have listed on your application or given us details of later and which we have accepted in writing.

Electronic data - Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess - The amount you must pay towards the cost of any claim under the policy. The excess is printed on your policy schedule.

Flood - The covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

Garage - A fully enclosed, lockable room comprising of four adjoining walls and a roof.

Incident - An event which you didn't intend or expect.

Market value - The value we determine as being the replacement cost of your dirt bike and accessories with another dirt bike or other accessories of the same make, model, series and condition as your dirt bike at the date of its loss or damage.

Modification - Any legal change to your dirt bike from the manufacturer's standard specification including but not limited to your dirt bike's body and paintwork, engine (including fuel delivery, computer and engine management systems), transmission, wheels (including diameter and width) and suspension.

Period of insurance - The policy period shown in your policy schedule.

Policy schedule - The most recently issued premium advice, renewal invitation or schedule, which shows your policy number, together with the details of your cover.

Sum insured - The market value of your dirt bike plus the market value of your accessories up to the limit shown in your policy schedule, if you have selected cover for your accessories.

Theft - Any of the insured items, as listed in the policy schedule, being stolen or in another person's possession without your permission or consent and without that person having or claiming a legal entitlement to possess the insured items.

Total loss - When repair costs to your dirt bike plus the value of the wreck, in our opinion exceed its sum insured, or it is stolen and not recovered, we may, at our option, declare your dirt bike a total loss.

We, us, our - RACQ Insurance Limited (ABN 50 009 704 152 AFS Licence Number 233082).

You, your - The person(s) named in the current policy schedule as the insured.

SECTION ONE: LOSS OR DAMAGE TO YOUR DIRT BIKE

What is covered?

We cover damage to your dirt bike which occurs during the period of insurance and is caused by one of the following insured events:

- fire, explosion, lightning, earthquake, flood
- collision, impact, overturning or jack-knifing of a vehicle which was transporting your dirt bike
- theft from a locked vehicle transporting your dirt bike while your dirt 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 following forcible and violent entry
- theft of the vehicle which was transporting your dirt bike
- malicious damage whilst kept in a securely locked and enclosed building.

If your dirt bike is partially damaged

If your dirt bike is not a total loss, we will, at our option pay the cost of repairing your dirt bike, or make a cash settlement up to the limit of the sum insured at the time of loss (less any excess that may be applicable). We will be entitled to any residual value of parts replaced.

If your dirt bike is a total loss

If we declare your dirt bike to be a total loss:

- we will at our option either pay the sum insured or replace your dirt bike, less any excess that may be applicable
- we will be entitled to take over ownership of your dirt bike.

What is not covered?

We will not cover any theft or malicious damage if your dirt bike was not kept in a securely locked and enclosed building at the time of loss.

Additional benefits

The following additional benefits are paid in addition to the sum insured for your dirt bike

Recovery and towing

If your dirt bike is damaged or recovered after being stolen, we will pay the reasonable cost of recovery and moving it to the nearest authorised repairer or place of safety. Any further movement of your dirt bike may only be conducted with our consent.

Transportation by sea

We will pay your contribution for general average and salvage charges, where these maritime conditions apply, while your dirt bike is being transported by sea between places within the Commonwealth of Australia even in the event of there being no loss or damage to your dirt bike.

SECTION TWO: GENERAL EXCLUSIONS

There is no cover under this policy if at the time of any incident or event which results in a claim if:

- you were the driver of a vehicle transporting your dirt 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 breath analysis
- the driver of any vehicle transporting your dirt 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 breath analysis
- you or the driver of any vehicle transporting your dirt bike with your knowledge or consent, was not licensed or authorised to be driving the vehicle transporting your dirt bike
- you knew or should reasonably have known that the vehicle transporting your dirt bike was being driven in an unsafe or unroadworthy condition
- a trailer transporting your dirt bike was being towed illegally or in an unsafe or unroadworthy condition
- your dirt bike was outside of Australia
- your dirt bike was being used for any unlawful purpose
- your dirt bike was being used for business use.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion
- the cost of rectifying pre-existing damage, rust, faulty repairs or the increased cost of repairing the dirt bike due to previous damage and/or repairs
- mechanical, structural, electrical or electronic breakdown or failure
- damage to tyres by application of brakes, road cuts, punctures or bursts
- losses due to your failure to take reasonable steps to protect your dirt bike
- losses due to your failure to protect your dirt bike following you becoming aware of the loss or theft of your dirt bike's keys or any other keys or passes which may provide access to your dirt bike or your dirt bike's keys
- the cost of replacing an entire set and/or pair when not all of the set and/or pair are damaged
- loss of or damage to your dirt bike by lawful repossession, seizure or other operation of law
- dirt bikes which have been modified from the manufacturers' original specification for the model and series, unless such modifications have been disclosed to and agreed to in writing by us
- injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos
- that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos

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- consequential loss of any kind
 - theft or malicious damage if your dirt bike was not kept in a securely locked and enclosed building at the time of loss
 - theft of your dirt bike if the vehicle transporting your dirt bike was unlocked while unattended
 - legal liability of any nature
 - damage to your dirt bike caused by welding or the intentional application of heat carried out by you or any person with your express or implied consent
 - damage to your dirt bike during the loading or unloading onto or from a vehicle or trailer
 - damage to your dirt bike caused by your dirt bike's own spontaneous fermentation or heating
 - damage to your dirt bike caused while it was in use or being operated and ridden under its own power including use for hire
 - your dirt bike if it was damaged intentionally by you or by somebody with your consent or with fraudulent intention
 - damage to your dirt bike discovered more than 30 days after the damage occurred.

We will not provide cover, be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

There is no cover under this policy for loss, damage, liability or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- any act of terrorism
- any action taken in controlling, preventing, suppressing or in any way relating to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, or any act of terrorism
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or to process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy

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- total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of electronic data
 - error in creating, amending, entering, deleting or using electronic data
 - total or partial inability or failure to receive, send, access or use electronic data for any time at all.

If we allege that by reason of the above exclusions any loss, damage, cost or expense is not covered by this policy, the burden of proving to the contrary will be upon you. In the event any portion of the above exclusions are found to be invalid or unenforceable, the remainder will remain in full force and effect.

SECTION THREE: EXCESS

An excess applies to all claims under this policy for damage to your dirt bike. The basic excess that will apply to each and every non theft claim you make under this policy is \$150. The basic excess applicable to each and every theft claim you make is \$350.

If any further sums are payable in addition to the excess stated above, these will be shown in your policy schedule.

If we make any payment under this policy which includes any excess for which you are responsible, then you must pay to us the amount of such excess on request. Each excess is cumulative.

Cover under this policy is only available if the amount claimed is more than the excess or cumulative excesses even when the excess would not apply.

The excess must be paid when a claim is made unless we agree the incident was entirely the fault of the other driver or party, you can give us the name and address of the other driver or party, you can give us the registration of the vehicle that caused the damage to your dirt bike, the damage exceeds the amount of the excess and the other driver or party was not a family member or a person who resides with you.

SECTION FOUR: CLAIMS PROCEDURES

When your dirt bike is involved in an incident or loss which may give rise to a claim under this policy, you must contact us without delay. You can contact us to make a claim by calling 1300 326 687, OPTION 3.

You must also:

- take all reasonable steps to avoid further loss or damage
- inform the Police as soon as possible, but within 24 hours of the damage coming to your attention, if your dirt bike (or part of your dirt bike) is stolen, or damaged in an attempted theft, or if malicious damage is suspected within 30 days complete and give to us a claim form (if we ask you to complete a claim form)
- give all information and assistance required by our legal representative or investigator to allow us to fully examine and settle your claim, and/or enforce in your name the rights we may have against any third party
- pay any contribution on the cost of repairs or part/s where the repair or replacement part/s puts your dirt bike in a better condition than prior to it being damaged.

When property belonging to other people is damaged in circumstances which may give rise to a claim under Section Two you must:

- not without our consent in writing, make any admission of liability, offer, promise or payment in connection with that claim
- forward to us every letter, claim, writ, summons or process relating to the claim immediately after it is received.

We will have full discretion in the conduct of any proceedings or in settlement of any claim made against you and may:

- take over and conduct in your name the defence or settlement of any claim
- prosecute in your name any right of recovery against other persons

We agree that any disputes arising from this policy will be determined by the Courts, and in accordance with the laws of the state and territory where this policy is issued.

Claims for less than the excess

The cover under this policy is only available if the amount claimed is more than the excess even when the excess would not apply.

Proof of loss

When you make a claim under this policy, we may ask you to provide proof of purchase or proof of ownership of your dirt bike, items, accessories, modifications and riding apparel. If you cannot provide this proof we may not pay you.

Repairs

When you need to make a claim, you can choose your own repairer or we can recommend a repairer to carry out the repairs to your dirt bike.

When your dirt bike is being repaired – what we will do

When you have chosen your own repairer or you have chosen the repairer we recommend, we will ask the repairer to provide a quotation for the work that is required to repair your dirt bike. If we consider that the quote is fair and reasonable, we will authorise the repairer to carry out the repairs. When it comes to the repair of your dirt bike we:

- will repair your dirt bike to return it to the condition it was in before the incident which damaged your dirt bike
- will use new parts or parts consistent with the age and condition of your dirt bike
- may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if your windscreen is damaged, we may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer
- guarantee the quality of workmanship and materials for the life of your dirt bike (subject to wear and tear).

If you choose your own repairer, we may not always authorise the repairs if we are not satisfied that the quote for the repairs is fair and reasonable. If this happens:

- we will pay you the amount that we determine to be fair and reasonable for the repairs. This amount will be determined by a dirt bike assessor appointed by us inspecting the damage to your dirt bike, and reviewing, adjusting and/ or amending your repairer's quote. We may also compare your repairer's quote with a quote we obtain from a repairer we choose
- if we do not authorise repairs and we pay you the amount we determine to be fair and reasonable for the repairs, we will not guarantee the quality of workmanship and materials.

What is not covered – repairs

We:

- will not be responsible for additional costs incurred because of delays in delivery of parts
- will not pay for any air-conditioning refit, re-gas or any modification required by law
- may require you to contribute to the cost of the repairs if the repairs to your dirt bike leave it in a condition that is better than the condition it was in before the incident that caused the damage.

Riding apparel – how we will pay claims

When your riding apparel or the riding apparel of any named rider or your or their pillion is lost or damaged and we have accepted a claim for the loss or damage, we will decide to either repair or replace the riding apparel or pay the cost of repairing or replacing the riding apparel.

If we decide to repair or replace the riding apparel, we will repair or replace the riding apparel with new materials or new riding apparel. We will make all reasonable endeavours to match the materials used for repairs or new riding apparel with the lost or damaged riding apparel. Where this does not achieve an exact match, materials or riding apparel that in our opinion match the lost or damaged riding apparel will be used.

If we decide to pay the cost of repairing or replacing the riding apparel, we will pay up to the limit shown in your policy schedule for riding apparel, subject to limits contained in the policy. The amount that we pay will be the current retail price or any lower price that we may obtain, whichever is less. Damaged riding apparel that we have replaced or cash settled you for as a result of a claim will become our property.

Riding apparel – what we will not pay

We will not pay:

- for repair or replacement of any undamaged riding apparel to match the riding apparel we have repaired or replaced
- any decrease in the value of a pair, set or collection when the damaged or lost item forms part of the pair, set or collection

SECTION FIVE: GENERAL CONDITIONS

If you do not comply with the following conditions, we may refuse to pay a claim in whole or in part.

Renewal procedure

When your current policy is close to expiry, we may send you an invitation to renew your policy. Any changes to the premium or the cover provided by the policy will be detailed in this renewal invitation.

Before you accept our invitation to renew your policy, you have a duty, by law, to tell us everything that you know or could reasonably be expected to know that will alter the risk that we propose to insure in the new period of insurance. Things you must tell us before the new period of insurance commences include but are not limited to:

- details of any convictions, charges, prosecutions or fines for you or any other person named in the policy schedule
- if your dirt bike has been converted, altered or modified from the manufacturer's original specification for the model or series.

Changing your dirt bike

If you replace your dirt bike with another dirt bike, we may insure the new dirt bike on the same terms and conditions as your old dirt bike.

For the policy to cover the new dirt bike:

- you must give us details of the new dirt bike within 14 days of acquiring it, and
- we must agree to cover the new dirt bike, and
- you must pay any additional premium we ask for.

If you do not, this policy will come to an end, without any notice to you.

Changing your address

You must notify us immediately if you change your address. This means if you relocate either temporarily or permanently, you must advise us in writing immediately.

Changing your dirt bike's garaging or parking or your dirt bike's garaging or parking address

You must notify us immediately if:

- your dirt bike will no longer be garaged or parked overnight, either permanently or temporarily, at the address you have declared to us as the address where your dirt bike is garaged or parked overnight, as shown on your schedule of insurance.
- whilst at the address you have declared to us as the address where your dirt bike is usually parked overnight, your dirt bike will no longer be parked overnight, either permanently or temporarily, in the way that you have declared to us in your application that your dirt bike is parked overnight, as shown in your schedule of insurance. For example, if you have declared to us in your application that your dirt bike will be garaged overnight and it will no longer be garaged overnight at the address you have declared, you must tell us.

Making modifications to your dirt bike

You must notify us immediately if your dirt bike is converted, altered or modified from the manufacturer's original specification for the model or series. Your dirt bike and the modification will be covered if:

- we agree to cover the modification and your dirt bike, and
- you pay us any additional premium required, and
- we confirm in writing the modification and that your dirt bike is covered.

If you want to change any other information or details in your policy, please contact us

The change will be effective if:

- we agree to make the change, and
- you pay us any additional premium required, and
- we confirm in writing the change is effective.

Cancellation

By You

You may terminate this policy at any time by forwarding to us a request in writing, electronically, or over the phone.

If you do this, we will deduct from the premium you have paid us, the premium for the period that you have been insured together with the cancellation fee of \$20 plus GST, the agency fee of \$50 plus GST and any non-refundable government taxes or charges. We will then refund the remaining premium to you.

By us

We may cancel this policy at any time where we are entitled to do so by law. If we cancel the policy, we will refund the premium in respect of the unexpired period of the policy.

In the event of your dirt bike being declared a total loss, this policy will be cancelled from the date of the event causing the total loss. No refund of premium will be made.

Failure to pay your insurance premium

It is a condition of this contract of insurance that you pay the insurance premium and we may take steps to cancel your contract of insurance for non- payment of the insurance premium.

Instalments

Where you pay your premium by instalments:

- We will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more.
- If any instalment of premium has remained unpaid for 30 days, the policy will come to an end without notice to you.
- In the event of a total loss, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account returns or dishonours a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires.

Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the state or territory where this policy is issued.

Other insurance

If you effect (or if there exists to your knowledge) any other insurance covering loss, damage or liability insured by your policy, you must notify us immediately and provide us with details of such other insurance.

Subrogation

We have the right on your behalf (and in your name) to conduct any negotiation, settlement or legal proceeding, whether prosecuting or defending. Your full co-operation is required in these matters. Where you have entered into an undertaking with any other party which prevents or limits your/our right to recover from that party all benefit under this policy is forfeited unless you have our prior written consent.

Fraud

All benefits may be forfeited, our liability reduced and/or your policy(ies) cancelled if you or any person acting with your knowledge or consent or on your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this policy or
- wilfully causes any loss, damage, or liability to the property insured.

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