



OFF-ROAD RIDER INSURANCE

Combined Product Disclosure Statement and
Policy Wording and Financial Services Guide



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ABOUT THIS DOCUMENT

IMPORTANT INFORMATION

In this document, the Insurer, International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFS Licence number 458776) acting through their agent, Yamaha Motor Insurance Australia Pty. Ltd. ABN 48 603 882 980 AFSL 497198 (YMI) is referred to as "We", "Us", and "Our".

Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy section below headed "Definitions". This Product Disclosure Statement (PDS) including the Financial Services Guide and Policy Wording issued by YMI was prepared on 18 October 2017 and tells You about mi-bike Off Road Rider Insurance to help You decide if the cover is right for You and whether to use Our services.

This PDS also contains:

- information about key benefits and significant features of this insurance;
- important information about Your rights and obligations such as the duty of disclosure and cooling off period and complaint procedures; and
- information about the remuneration received by YMI and other entities involved in the distribution of the mi-bike Off Road Rider Insurance.

Any advice provided in this document is general only and does not take into account Your individual circumstances and may not be right for You. You should carefully read it, and any other documentation We send You such as Your Certificate of Insurance to determine if the cover is appropriate for You.

The PDS, the Certificate of Insurance, and any endorsement, amendment or alteration to Your Policy will form the legal contract between You and Us. Please keep these documents in a safe place for future reference. If any major omissions, updates or corrections need to be made to the PDS or Certificate of Insurance, a supplementary document will be provided. If You require further information about the Policy, please contact Us.

ABOUT THE INSURER

The Insurer of this Policy is International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFS License number 458776) with its registered address at Level 21, Australia Square, 264 George Street, Sydney, NSW, 2000. The Insurer is regulated by the Australian Prudential Regulation Authority ("APRA").

International Insurance Company of Hannover SE is registered in Germany, with its registered office at Roderbruchstrasse 26, 30655 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

ABOUT YAMAHA AND THEIR SERVICES

Yamaha Motor Insurance Australia Pty. Ltd. (Yamaha Motor Insurance) ABN 48 603 882 980 of 489-493 Victoria Street Wetherill Park NSW 2164 ("YMI") has been given a binder authority by the Insurer which allows YMI to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so YMI acts for the Insurer not You. YMI's Australian Financial Services Licence ("AFSL") authorises it to provide these services and is providing these services under its own AFSL. Any general advice provided by YMI in relation to this insurance is authorised and provided under its AFSL.

This document may be provided to You by a mi-bike dealer, Yamaha authorised distributor or Yamaha Motor Finance Australia Pty Ltd (Yamaha Motor Finance) ABN 29 101 928 670, or YMI. YMI has authorised Your mi-bike dealer to distribute this product. They are not authorised to provide any advice on this insurance. If You have any questions please contact YMI.

UNDERSTANDING

So, that You understand exactly what Your insurance covers and does not cover, make sure You read the cover sections as well as the limits (including excesses), conditions and exclusions that apply. Certain exclusions for each cover are listed next to the Insured Events or cover to make it simple. Also, read the general exclusions which apply to all covers. Other limitations, conditions or exclusions may be listed in other documents which make up the Policy.

COOLING OFF PERIOD

If You decide that this mi-bike Off Road Rider insurance cover doesn't meet Your needs for whatever reason and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover).

NO CLAIM BONUS

A 'No Claim Bonus' is a discount on Your Premium We may apply depending on Your riding history when You buy the Policy. We tell You what Your discount is when You apply for the Policy and on renewal.

APPLYING FOR COVER

Motorcycle

When You apply for this insurance, You will need to answer questions that We ask You. We will use and rely on the information supplied by You to decide the terms of cover We will provide.

The Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your Motorcycle, the Excess(es) that will apply to You and whether any standard terms have been varied by way of endorsement.

Where We agree to enter into a Policy with You, Your Policy with Us is made up of:

- this PDS;
- Your Certificate of Insurance; and
- any other document We tell You forms part of Your Policy, including any endorsement or supplementary PDS issued by Us.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

Before expiry We will send You, a renewal notice which tells You whether We will renew Your insurance and on what terms. The renewal notice will tell You what is required.

DETERMINING YOUR PREMIUM

When You buy Your insurance, We will tell You the premium You must pay and note it in Your Certificate of Insurance. The factors that impact the premium costs include:

- Your Excess(es). The higher the excess, the lower the premium.
- The limits that apply. The higher the limits, the higher the premium.
- The make, model and value of Your Motorcycle. If Your Motorcycle is a high performance vehicle or rare, the premium will be higher.
- The type of Accessories or Modifications to the Motorcycle. The more Accessories or Modifications fitted to the Motorcycle, the higher the premium.
- Your insurance history and any previous claims You have made under similar policies. Your premium will be lower if You have a good claims history under similar policies.
- Your premium might be reduced if You are entitled to a No-Claim Bonus (see page 2).
- The total cost also includes an administration fee and any compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We set these out in Your Certificate of Insurance.

SERVICE

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please:

- email: customerservice@ymia.com.au
- telephone customer service: 1300 780 446
- write to: Yamaha Motor Insurance, Locked Bag 79, Wetherill Park NSW 2164
- visit: mi-bike.com.au
- call claims: 1300 781 448

THINGS YOU SHOULD DO WHEN PURCHASING MI-BIKE OFF-ROAD RIDER INSURANCE

UNDERSTAND THIS INSURANCE COVER

You will only be entitled to the cover provided by this mi-bike Off Road Rider Insurance once You have paid the applicable premium for the Cover Option which is noted on Your Certificate of Insurance. You should read this PDS and all other documents that make up the Policy in full to ensure You understand the cover provided as well as the limits and exclusions that apply.

The Cover Provided, Additional Benefits and What We do not pay under the Policy is shown under Section "What Do We Pay".

UNDERSTAND YOUR DUTY OF DISCLOSURE

YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984.

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.

You have this duty until We agree to insure You.

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.

Your duty of disclosure before renewal

Before You renew this contract of insurance, You have a duty of disclosure under the Insurance Contracts Act 1984.

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.

You have this duty until We agree to renew the contract.

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.

KEEP YOUR MOTORCYCLE IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECTED

You must maintain Your Motorcycle in a good state of repair and condition. Any loss or damage caused by poor maintenance is not covered under the Policy. You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. If You make a claim and knew about something that could cause loss or damage to Your property and You did not make reasonable efforts to avoid it before the loss or damage occurred, then Your claim may not be paid. If You do suffer loss or damage to Your Motorcycle, You must also make reasonable efforts to prevent any further loss or damage.

KEEP PROOF OF OWNERSHIP AND VALUE

When You make a claim for loss or damage, We will require proof that You owned the item/s and its value or Your claim may not be paid.

The easiest way to do this is by keeping receipts, valuations and other forms of purchase confirmation such as model and serial numbers.

CHANGES TO YOUR POLICY

You must immediately tell Us about any changes to the information You gave Us when You took out or last changed Your Policy, including but not limited to:

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

INTERESTED PARTIES

We will not insure the interests of any person other than You, unless You have notified Us in writing of such interest, and the interest has been noted in the Certificate of Insurance.

ENSURE THAT YOUR PREMIUMS ARE ALWAYS PAID

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

MEETING YOUR OTHER OBLIGATIONS

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

GOODS AND SERVICES TAX (GST)

If You are registered, or required to be registered, for Goods and Services Tax ("GST") purposes You must provide Us in writing with Your Australian Business Number ("ABN") when requested. You must also advise Us in writing what Your Input Tax Credit ("ITC") entitlement is for the insurance premium either:

1. on or before entry into, renewal or variation of this Policy; or
2. if permitted under the GST Law, at any other time at or before You first notify Us of a claim under this Policy.

If You have told Us Your ITC entitlement under (1) above and Your ITC entitlement later alters, You must tell Us in writing about that alteration.

If You are registered and You cease to be registered for GST purposes, You must tell Us immediately in writing.

GST AND CLAIMS

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay.

However, if You are or would be entitled to claim any ITC for the repair or replacement of the Motorcycle or for other things covered, We will reduce any claim under the Policy by the amount of such ITC. You must advise Us of Your correct ITC percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.



MAKING A CLAIM

WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most.

If an incident occurs, the following checklist will help You ensure that Your claim can be assessed quickly:

First You should:

- do what You can to prevent any further loss, damage or cost;
- tell the police if the event involves theft, or if required under relevant road rules
- Contact our claims team on 1300 781 448
- ask the dealer to call YMI on 1300 780 446.
- email Us claims@mi-bike.com.au

You must never, without Our consent:

- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- dispose of any damaged property.

We will also require You to:

- provide Us with the proof that We require regarding lost or damaged items or out of pocket expenses;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- tell Us about any other insurance that may be relevant to the claim.

COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

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

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

If We determine that the claimed loss or damage is covered,

We will settle Your claim in accordance with the terms and conditions of the Policy.

We will never pay more than the relevant limit specified in this document or on Your Certificate of Insurance.

If We pay You the reasonable cost of repairing or replacing Your Motorcycle, Our payment will be based on the cost required to repair or replace it as near as possible to its appearance and condition immediately prior to the claimed loss or damage.

WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

Excess

If You make a claim, You will be liable to pay the Excess. 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 2 types of Excess:

- basic Excess; and
- additional age Excess

Basic Excess

The basic Excess is the standard Excess applicable to all claims and is specified in the Certificate of Insurance. The factors that We consider in assessing Your basic Excess are the same as those We consider when We assess Your premium (see page 1).

Additional Age Excess

The additional age Excess is based on the age of the Rider at the time of the incident giving rise to a claim. If an additional age Excess applies, the amount will be shown on the Certificate of Insurance.

The additional age Excess must be paid in addition to the Basic Excess that applies in the event of a claim.

REPAIRING YOUR MOTORCYCLE

In the event of a claim We may ask You to get one quotation from a Motorcycle repairer whom We may nominate. We may also propose a repairer to repair Your Motorcycle.

We will guarantee the quality of workmanship and materials on authorised repairs, including any sublet repairs, for the life of Your 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.

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

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

If Your Motorcycle is Accidentally Damaged and We agree to repair Your Motorcycle You will be required to pay 50% of the the cost of repairs to Us before repairs commence.

PAYING THE MARKET VALUE

If Your Motorcycle is a Total Loss and We decide to pay You the Market Value, the Motorcycle (or what's left of it) including any Accessories or Modification becomes Our property. If We pay You the Market Value, the Policy will cease and no refund of premium will be available.

You won't receive a refund of premium because all our obligations under this Policy will have been met.

CLAIM RECOVERY

We reserve the right to recover any money paid by Us because of a claim. When We do this, We may need to take such action in Your name. You must cooperate with Us and give Us any information We may require. We will pay for any legal costs.

AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

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



POLICY COVERAGE

COVER	WHAT WE PAY	WHAT WE DO NOT PAY	
	COVER PROVIDED	ADDITIONAL BENEFITS	
Fire and Theft	<p>If, during the Period of Insurance Your Motorcycle is partially damaged as a result of Theft or Fire, We will at Our option either:</p> <ul style="list-style-type: none"> • repair Your Motorcycle, or • pay You the cost of repairing Your Motorcycle. <p>If, during the Period of Insurance Your Motorcycle is deemed by Us to be a Total Loss as a result of Theft or Fire, We will pay You the Purchase Price or the Market Value of Your Motorcycle, whichever is the lesser.</p> <p>If, during the Period of Insurance, Your Motorcycle is stolen and found damaged, or is damaged by Fire, We will also pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing is \$500.00</p>	<p>Transit Damage cover</p> <p>We will pay for loss or damage to Your Motorcycle whilst it is being transported during the Period of Insurance.</p> <p>We will only pay if the loss or damage is caused by:</p> <ul style="list-style-type: none"> • Fire, Flood, collision or overturning of the conveying vehicle; or • lightning, earthquake or explosion. <p>We will not pay an amount under this Additional benefit for any loss or damage that occurs when Your Motorcycle is being loaded onto or unloaded from the conveying vehicle.</p> <p>Accidental Damage cover</p> <p>If, during the Period of Insurance Your Motorcycle is Accidentally Damaged We will at Our option either:</p> <ul style="list-style-type: none"> • contribute 50% to the cost of repairing Your Motorcycle; or • pay You 50% of the cost of repairing Your Motorcycle, or • if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value of Your Motorcycle, whichever is the lesser. <p>The maximum amount We will pay under this Additional Benefit is 50% of the Market Value of Your Motorcycle.</p>	<p>We will not pay for any claim arising directly or indirectly from, or in any way connected with:</p> <ul style="list-style-type: none"> • Your failure to store and secure Your Motorcycle in a fully enclosed and locked building or behind locked gates with an operational locking device whilst at Your Usual Residence; • Your failure to store and secure Your Motorcycle in a fully enclosed and securely locked building, fully enclosed and securely locked trailer or fully enclosed and securely locked vehicle with an operational locking device whilst Temporarily Removed from Your Usual Residence; • the cost of repairing damage Your Motorcycle had sustained 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; • You being unable to use Your Motorcycle, including the cost of hiring a Motorcycle/vehicle; • mechanical, structural, electronic or electrical failure; • any repairs to Your Motorcycle that have been carried out without Our permission; • the failure to properly safeguard Your Motorcycle after it was stolen and found; • 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; • the legal seizure of Your Motorcycle; • war, warlike activities, civil disturbance, nuclear waste or any nuclear material; • a person using Your Motorcycle with Your permission, stealing, absconding or otherwise misappropriating Your Motorcycle; • loss or damage that occurs whilst Your Motorcycle is in the care, custody or control of a licensed Motorcycle dealer for sale; • loss or damage to any clothing or protective wear that may be damaged as a result of a Fire or if they are stolen; • loss or damage caused by a person acting with the Your express or implied consent or others in charge of Your Motorcycle.

COVER	WHAT WE PAY	WHAT WE DO NOT PAY
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COVER PROVIDED	ADDITIONAL BENEFITS	
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Fire and Theft

Emergency Towing

If during the Period of Insurance Your Motorcycle is partially damaged or a Total Loss, as a result of Theft or Fire covered by this Policy and cannot be ridden, we will also pay up to \$500 per claim for the reasonable cost of towing Your Motorcycle to the nearest repairer or place of safety. No excess applies to this benefit.

We will not pay for any claim arising directly or indirectly from, or in any way connected 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; and
 - 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.
- Any acts of terrorism

RIDER EXCLUSIONS

We will not pay for any claim where at the time of the incident resulting in the claim the Rider or the person 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;
- failed to comply with all obligations that by law he/she is 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 more than the maximum weight specified by the manufacturer of Your Motorcycle;
- was using Your Motorcycle for an illegal purpose;
- is/was not truthful in any statement made about a claim;
- did not immediately make a report to Police when he or she suspected that the Motorcycle or items attached to the Motorcycle have been stolen;
- failed to report the loss or damage to the Police or to remain at an Accident scene long enough for interested persons to attend.

OTHER CONDITIONS APPLICABLE

We may refuse or reduce a claim or cancel the Policy, or do both, if at the time of an incident resulting in a claim under this Policy Your Motorcycle:

- was being ridden on a road, unless that use was permitted by law;
- was not locked with a security device to the building or an immovable fixed object inside the building at Your Usual Residence;
- was not locked with a security device to the building or an immovable fixed object inside the building, trailer or vehicle, when the Motorcycle is not at Your Usual Residence;
- was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation;
- was being used or tested in preparation for any motor sports. 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,
 - 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;
- was outside Australia;
- had been Modified from the manufacturer's specifications, unless We had agreed to cover it;
- 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 stolen whilst being tested by a prospective purchaser.

CHANGING MOTORCYCLES

If You replace Your Motorcycle with a Replacement Motorcycle in the Period of Insurance, the Policy will cover the Replacement Motorcycle for a maximum of 21 days from the time of purchase, provided You advise Us of the Replacement Motorcycle details within this period. The most We will cover You for the Replacement Motorcycle is the Market Value of Motorcycle, unless We agree to accept cover for the Replacement Motorcycle under this Policy.

If You do not give Us the details of the Replacement Motorcycle within this period, cover will only be provided for the Motorcycle (as described on the Certificate of Insurance).

Cover for the Motorcycle will cease when We agree to accept cover for the Replacement Motorcycle or when You dispose of the Motorcycle, whichever is first to occur.

Cover will not be provided for any Replacement Motorcycle after twenty one (21) days unless We agree to provide cover for the Replacement Motorcycle.

CHANGES TO RESIDENCE

If Your Motorcycle is Temporarily Removed from Your Usual Residence for a period of longer than fourteen (14) days or if You change Your Usual Residence, please notify Us.



DEFINITIONS

Certain words used in this document have special meanings. This Definitions section contains such terms

Accessories means extra items added to the Motorcycle before it was delivered new to its first owner, as well as items added to the Motorcycle by anyone at any time after it was delivered new to its first owner. You must tell us about any of these items and We must agree to insure them as accessories under this Policy.

Accident means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You.

Accidentally Damaged means damage caused to Your Motorcycle by an Accident. This does not include loss or damage caused by Fire, Your Motorcycle being stolen, or loss or damage to Your Motorcycle whilst it is being transported.

Certificate of Insurance means the most recent Certificate of Insurance We give You. We give You a Certificate of Insurance when You first buy the Policy or whenever any part of the Policy is changed and/or Policy renewed.

Excess means the first amount You must contribute when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted in the Policy.

Financier means the finance company or credit institution that provided the funds to acquire Your Motorcycle, as stated on the Certificate of Insurance.

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

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether it has been altered or modified);
- a river (whether it has been altered or modified);
- a creek (whether it has been altered or modified);
- another watercourse (whether it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

Insurer means International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFS License number 458776)

Market Value means the market value of Your Motorcycle immediately prior to the incident resulting in the loss or damage. The amount does not include any warranty costs, stamp duty or transfer fees or allowance for dealer profit. This value is determined by Us, at the time We assess Your claim, having regard to the kilometres travelled, age, condition and amount of use of Your Motorcycle.

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

Motorcycle means the unregistered off road Motorcycle or recreational registered off road Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications.

Period of Insurance means the period of time that You are covered by the Policy. This period is shown on Your Certificate of Insurance.

However, this period may end earlier at the time the Policy otherwise ends in accordance with its terms or the relevant law.

Policy means Your insurance contract with Us. It includes this document, the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements issued by Us.

Purchase Price means the amount You paid for Your Motorcycle including registration, dealer delivery fees, statutory insurance, government stamp duty and Goods and Services Tax, but excludes all other costs.

Replacement Motorcycle means a Motorcycle You have purchased during the Period of Insurance to replace the Motorcycle described on the Certificate of Insurance.

Rider means the person using or operating the Motorcycle, or the person legally responsible for its use or operation.

Temporarily Removed or Temporary Removal means when Your Motorcycle is temporarily removed from Your Usual Residence for a period of no longer than 14 days.

Terrorism means 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.

Theft means:

- stealing if it occurred at Your Usual Residence as a result of visible, forcible and violent entry into a fully enclosed and securely locked building where the Motorcycle is securely fastened with a locking device to the building or an immovable fixed object inside a building at Your Usual Residence.
- Stealing if it occurred whilst Your Motorcycle was Temporarily Removed as a result of visible, forcible and violent entry into a:
 - fully enclosed and securely locked building,
 - fully enclosed and securely locked trailer, or
 - fully enclosed and securely locked vehicle where the Motorcycle is securely fastened with a locking device to the:
 - building or an immovable fixed object inside the building,
 - trailer, or
 - vehicle.

Total Loss means when Your Motorcycle is:

- stolen and not recovered; or
- damaged by Accident, Fire or Theft to the extent that We decide it is not economical or safe to repair.

Usual Residence means the place where You usually reside and Your Motorcycle is usually stored.

We, Us, Our means the Insurer acting through its agent YMI as set out in this document.

You, Your or Insured means the person or persons named as the insured in the Certificate of Insurance. If Your Motorcycle is subject to a loan, it also includes the Financier, but only to the extent of the Financier's interest in Your Motorcycle.



OUR OBLIGATIONS TO YOU

RENEWING THE POLICY

At least fourteen (14) days before the Policy expires We will send Your renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

CANCELLING YOUR INSURANCE

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

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

LATE ANNUAL PAYMENTS

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

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

CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication

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

SANCTIONS

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in

the government of, any country(ies) against which any laws and/ or regulations governing the Policy and/ or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the Policy.

HOW WE PROTECT YOUR PRIVACY

Inter Hannover and YMI are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). In this section dealing with Privacy, "We", "Our" and "Us" refers to both Inter Hannover and YMI.

Further information about our Privacy Policies is available at:-

- For Inter Hannover at inter-hannover.com/218887/inter-hannover-in-australia or by contacting Inter Hannover on (02) 9274 3000 and
- For YMI at yamaha-motor.com.au or by contacting YMI at customerservice@ymia.com.au or on 1300 794 454.

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals You provide information about.

WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information (including sensitive information) so We can:

- underwrite and administer Your insurance cover
- advise You about and determine what other service or products We can provide to You, or;
- that may interest You;
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with a Policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in the Insurer declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You.

HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

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

This may include:

- Our authorised representatives;
- other insurers;
- Our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- Our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties

- who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publically available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of the Insurer, , personal information provided to them by YMI or vice versa.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

If it is sensitive information We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information.

TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

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

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;

- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

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

You can contact YMI or Inter Hannover for details or refer to the Inter Hannover Privacy Policy or the YMI Privacy Policy available at Our respective websites yamaha-motor.com.au or inter-hannover.com/218887/inter-hannover-in-australia

MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

Our Privacy Policies contain information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to Us.

In some circumstances permitted under the Privacy Act 1988, We may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful. For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the Inter Hannover or YMI Privacy Policies.

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

CONSENT

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

CONTACT US AND OPTING OUT

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

YMI:

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

INTER HANNOVER:

- By phone: (02) 9274 3000
- By email: contact@inter-hannover.com
- In writing: Privacy Manager, International Insurance Company of Hannover SE- Australian Branch, Level 21, Australia Square 264 George Street Sydney, NSW 2000

HOW WE RESOLVE YOUR COMPLAINTS

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

YMI Pty Ltd

- 489-493 Victoria Street, Wetherill Park, NSW 2164
- Telephone: 1300 794 454
- Facsimile: 02 89201275
- Email: customerservice@ymia.com.au in the first instance.

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

Internal Dispute Resolution Committee

International Insurance Company of Hannover SE- Australian Branch.

- The ReCentre, Level 21
264 George Street
Sydney, NSW, 2000

We undertake to resolve Your complaint within fifteen (15) working days.

If We are unable to provide a written response setting out the final decision, we will keep You informed of progress at least every (ten) 10 days.

If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within forty five (45) calendar days, You may be able to take Your matter to an independent dispute resolution body, the Financial Ombudsman Service (FOS). FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of FOS but the determination is not binding on You. Contact details are:

Financial Ombudsman Service

- GPO Box 3, Melbourne, VIC 3001
- Tel: 1300 78 08 08 (local call fee applies)
- Email: info@fos.org.au
- Internet: fos.org.au

You should note that use of the FOS scheme does not preclude You from subsequently exercising any legal rights, which You may have if You are still unhappy with the outcome.

Before doing so however, we strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within the Financial Ombudsman Service's terms of reference, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options (if any) that may be available to You.

UPDATING THIS PDS

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

DISTRIBUTION OF THIS INSURANCE

Pursuant to the ASIC Corporations (Basic Deposit and General Insurance Product Distribution) Instrument 2015/682, certain persons, including selected mi-bike dealers, finance companies, and occasionally other persons have been authorised by YMI as general insurance distributors to deal in this insurance on YMI's behalf.

These persons are not authorised to provide any advice on this insurance and have no binding authority to enter any Policy or settle any claim or otherwise act on behalf of the Insurer. If You have any questions, please contact YMI.

Any person who provides financial services to You as YMI's general insurance distributor will tell You that they are acting in that capacity.

The Corporations Act 2001 (Cth) requires licensees such as YMI to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies. YMI has compensation arrangements in place that meet these requirements.

DISTRIBUTORS' REMUNERATION

Distributors receive a commission whenever You enter a Policy arranged by them (including renewals and some variations which increase the premium payable). The commission excludes GST and is a percentage of the insurer's base premium (i.e. premium excluding the amounts included by the Insurer's in relation to applicable stamp duty, fire service levy, GST or any other government charges, taxes, fees or levies). The commission is included as part of Your premium.

HOW YMI IS REMUNERATED FOR THE SERVICES PROVIDED

YMI also receives a commission whenever You enter a Policy arranged by them or their mi-bike dealer distributors (including renewals and some variations which increase the premium payable).

The Insurer may also advance it other money in the period to cover marketing and other costs and expenses which is agreed on a case by case basis.

For services in administering this insurance YMI may be paid a profit share amount in relation to all mi-bike Off-Road Rider Insurance policies entered in each annual period. The amount YMI can receive is a percentage of the net profit amount (if any) which is determined by the Insurer and is based on the total premium excluding certain costs, expenses, fees and liabilities in relation to the Policies (e.g. taxes and charges on the Policy, reinsurance costs, claims payments, commission paid and administrative costs) over a twelve (12) month period.

If there is no net profit in the annual period, YMI receives no profit share. Any profit share amount is paid three (3) months after the annual period ends.

YMI will also charge You a fee, which varies depending on the dealing service it provides You with. The fee is paid in addition to the premium and is specified in the Certificate of Insurance. The total commission payable by us to YMI is limited to 32% of the premium payable by You ("the amount") YMI retains 12% of the amount and pays on Our behalf a commission not exceeding 20% of the amount to the dealers and Referrers detailed above.

OTHER IMPORTANT INFORMATION

REMUNERATION PAYABLE TO REFERRERS

YMI will in some cases pay a pre-agreed fee and/or a commission which is a percentage of the premium, to persons who refer You to it if You buy the insurance.

The amount paid will depend on the person who refers You and their level of involvement in the transaction.

FURTHER INFORMATION ABOUT REMUNERATION

If You would like more details about the remuneration (including commission) or other benefits YMI, its distributors or referrers receive, please ask for it within a reasonable period after You receive this document and before this insurance is issued to You.

THE FINANCIAL CLAIMS SCHEME

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at fcs.gov.au.

CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment is calculated. These are only examples. We determine claim payments on an individual basis, based on the terms and conditions of the -PDS. The examples do not cover all claims scenarios or all benefits. The example assumes that the Policy holder is not registered for GST. You should read this PDS and Your Certificate of Insurance for full details of what We cover as well as what Policy limits and exclusions apply.

Example 1: Total Loss

You have cover for Your Motorcycle. The basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is damaged in a Fire and We assess the cost of repairs to be \$27,000. The salvage value of the Motorcycle is \$2,000. The Market Value is \$20,000 and the Purchase Price was \$22,000.

We decide Your Motorcycle is a Total Loss.

HOW MUCH WE PAY

Market Value	\$20,000
Less Excess	-\$500
Total Claim	\$19,500

Example 2: Accidental Damage

You have cover for Your Motorcycle. The basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is Accidentally Damaged while it is being ridden. We assess the cost of repairs to be \$24,000. The Market Value is \$20,000.

We decide to pay You based on the Market Value of the Motorcycle.

HOW MUCH WE PAY

Damage to Motorcycle	\$10,000 (50% of \$20,000 (Market Value))
Less Excess	-\$500



**Mi-Bike Off Road Rider Insurance Issued by
Yamaha Motor Insurance Australia Pty. Ltd.**

ABN 48 603 882 980
AFSL 497198

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