



**DAWES**  
**DIRT BIKE INSURANCE**  
**PRODUCT DISCLOSURE STATEMENT**

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# Important Information

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## 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.

This PDS is dated 24 February 2019.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering your individual objectives, financial situation or needs. Therefore before acting on this General Advice, you should consider the appropriateness of the General Advice having regard to your objectives, financial situation or needs.

## The Insurer

This insurance is issued by Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708) of 2 Market Street, Sydney NSW 2000.

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

## Dawes

Dawes Underwriting Australia Pty Ltd trading as Dawes Motor Insurance (ABN 18 050 289 506, AR No. 342982) ('Dawes') is an Authorised Representative of SGUAS Pty Ltd (ABN 15 096 726 895, AFSL 234437) ('SGUAS') who in turn acts under a binding authority given to it by the insurer to administer and issue policies, alterations and renewals. In all aspects of this policy Dawes, as an Authorised Representative of SGUAS, acts for the insurer and not for you. Dawes and SGUAS are companies within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

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

**Postal Address:** PO Box A2016, Sydney South, NSW 1235

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** [insure@dawes.com.au](mailto:insure@dawes.com.au)

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## Your Insurance Contract

When you buy the type of insurance cover you need, we enter into a contract with you which is called the policy and is made up of:

- your policy schedule;
- this Product Disclosure Statement ('PDS');
- any applicable Supplementary PDS ('SPDS') we issue that varies it; and
- any other document we tell you forms part of the policy which may vary or modify the above documents.

This document (together with any amendments, updates or endorsements that we give you in writing which may vary it) will also apply for any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated PDS.

If there is more than one insured on the policy, then anything that any of the insureds says, does or omits to advise to us of applies to and affects the rights to all of the insureds.

## Your Policy Schedule

Your policy schedule shows the type of cover you have and any optional covers you have added under the policy. It also shows the period that the policy covers you for called the period of insurance.

## Your Responsibilities

It is up to you to choose the cover you need. Because we and our representatives do not advise you on whether the policy is specifically appropriate for your objectives, financial situation or needs, you should carefully read this document before deciding.

When entering into the policy or on renewal, variation, extension or reinstatement you must meet your duty of disclosure obligations.

You must during the term of the policy follow and meet all of the policy's terms and conditions. In particular:

- take all reasonable care to prevent loss of (including theft) or damage to your dirt bike. This includes but is not limited to:
  - moving your dirt bike from rising flood waters if it safe to do so;
  - ensuring that the ignition keys are not left in the dirt bike when no one is on it;
  - locking the dirt bike when it is parked or unattended; and
  - accompanying anyone test driving the dirt bike when it is being test driven as part of you selling it.

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- ensure that any information you give us as part of a claim document or statement to us is honest and complete.

## Not Meeting Your Responsibilities

If you do not meet your responsibilities we may do either or both of the following:

- reduce or refuse your claim; and
- cancel your policy.

If fraud is involved we can treat your policy as if it never existed.

The above rights are subject to any relevant law obligations.

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth) ('the Act').

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, renew, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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

### **Your Duty of Disclosure when you renew the contract**

Where applicable, we will tell you what your renewal duty of disclosure is prior to each renewal.

### **Your Duty of Disclosure when you vary, extend or reinstate the contract**

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

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## What you do not need to tell us

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

## Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## Updating the 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 a 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 contacting Dawes). Other documents may form part of the PDS. If they do, we will tell you in the relevant document.

## 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 Dawes to send your policy documents electronically, Dawes will send them to the email address that you have provided. This will continue until you tell Dawes otherwise or until Dawes advises that this method is no longer suitable. Each electronic communication will be deemed to be received by you 24 hours after it leaves Dawes' information system. If you do not tell Dawes to send your policy documents electronically, 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 Dawes has is up to date. Please contact Dawes to change your email or mailing address.

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## Benefits of Cover

The following is a guide only. For information on what is covered and what is not covered and for any limits and excesses that apply please read your policy schedule and this PDS including the “exclusions” section. 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 insured events 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 securely locked premises following forcible and violent entry;
- theft of the vehicle which was transporting your dirt bike;
- malicious damage while at locked premises.

There is no cover under the policy for damage to your dirt bike caused while it was in use or being operated and ridden under its own power including use for hire.

### **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 immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

### **Additional benefits**

Your cover also offers the following additional benefits:

<b>Feature / Benefit</b>	<b>Summary of Cover</b>
Recovery and towing	Reasonable costs if your dirt bike is damaged or recovered after being stolen
Transportation by sea	We will pay your contribution for general average and salvage charges incurred whilst your dirt bike is being transported by sea between places within Australia

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## 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 total cost of your policy is shown on your policy schedule and is made up of your premium plus government taxes such as GST, stamp duty and fire service fees if applicable.

### Other costs, fees and charges

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

Cost or Fee	Details
<b>Administration Fee</b>	An administration fee of up to \$220 inclusive of GST is payable by you to cover the administration cost of preparing and distributing your policy. Your administration 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.
<b>Refund of Premium and Cancellation Fee</b>	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 \$22 inclusive of GST, any endorsement fee, credit card processing fee, the administration fee and any non-refundable government taxes or charges, provided no event has occurred where liability arises under the policy.
<b>Endorsement Fee</b>	Any change to your policy for which we charge you an additional premium, including, but not limited to: <ul style="list-style-type: none"><li>• Change of dirt bike</li><li>• Additional dirt bike</li><li>• Remove dirt bike</li><li>• Change of address</li></ul> throughout the period of insurance may incur an endorsement fee of \$22 inclusive of GST and will be shown in your policy schedule. The endorsement fee is not refundable in the event of cancellation.



<b>Cost or Fee</b>	<b>Details</b>
<b>Credit Card Processing Fee</b>	A credit card processing fee will apply on all credit card transactions. We apply a surcharge of up to 0.9% 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. The credit card processing fee is not refundable in the event of cancellation.
<b>Commissions</b>	SGL, SGUAS and Dawes may receive a commission payment from us 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 or contact SGL, SGUAS or Dawes directly.

## **Paying for Your Insurance – New Policies and Renewals**

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

We will have the right to cancel your policy 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.

### **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.

### **Your Cooling-off Period**

There is a 21 day cooling-off period. If you want to cancel the policy for any reason during the cooling-off period, you can cancel it from its date of issue by contacting your broker or us in writing or electronically within 21 days of its date of issue.

We will refund your premium less any non-refundable government charges, taxes and levies that we have paid. You cannot exercise this right if you have made a claim for any incident within the 21 day period or if an event has occurred that could give rise to a claim on your policy.

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## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## Phoning for Assistance and Confirmation of Transactions

If you need to clarify any of the information contained in this PDS or your policy documents, wish to confirm a transaction or you have any other queries regarding your policy, please use the contact details on the back cover.

## Dispute Resolution Process

If you are dissatisfied with our service in any way contact Dawes by:

**Postal Address:** PO Box A2016, Sydney South, NSW 1235

**Phone:** +61 2 9307 6653

**Fax:** +61 2 9307 6699

**Email:** [servicefeedback@steadfastagencies.com.au](mailto:servicefeedback@steadfastagencies.com.au)

Dawes will attempt to resolve the matter in accordance with Dawes and our internal dispute resolution procedures. To obtain a copy of our procedures please contact us using the details above.

If you are not satisfied with our response or a decision is not reached within 45 days, you may lodge a complaint with an external dispute resolution scheme which is independent and free to you (subject to it falling within its relevant terms and rules) as follows:

The Australian Financial Complaints Authority

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

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## Don't Prevent Our Right to Recovery

We will be entitled to exercise your rights of recovery against others arising from loss or damage for which a claim payment is made. You must not limit or restrict your rights of recovery against any third party without our prior written agreement.

## Privacy Notice

In this Privacy notice 'we', 'us' or 'our' means Allianz Australia Insurance Limited, SGUAS and Dawes, unless specified otherwise.

We give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988* (Cth).

### How we collect your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why we collect your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Allianz website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au), SGUAS on +61 2 9307 6656 or going to the SGUAS website's Privacy section at [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au), or Dawes on 1300 188 299 or going to the Dawes website's Privacy section at [www.dawes.com.au](http://www.dawes.com.au).

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## **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy. Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling Allianz on 1300 360 529, SGUAS on +61 2 9307 6656 or Dawes on 1300 188 299 8am–6pm, Monday to Friday. Our Privacy Policies contain details about how you may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988* (Cth) and how we deal with complaints. Privacy Policy for Allianz is available at [www.allianz.com.au](http://www.allianz.com.au). Privacy Policy for SGUAS is available at [www.steadfastagencies.com.au](http://www.steadfastagencies.com.au). Privacy Policy for Dawes is available at [www.dawes.com.au](http://www.dawes.com.au)

## **Telephone call recording**

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

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## **Making a Claim**

### **When you need to make a claim**

We may deduct any outstanding premium from a claim settlement. 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.

### **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 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.

### **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.

### **If your dirt bike is a total loss**

If your dirt bike is a total loss and we:

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

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less any excess applicable, this policy comes to an end and no refund of premium is due to you. Any remaining premium must be paid / may be deducted from settlement. 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 unless we otherwise agree to pay you for these as part of a total loss settlement. 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.

Therefore the value and limits of liability noted in your policy schedule are exclusive of any input tax credit which you are or would be entitled to claim.

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 or agree to pay any additional premium required; and
- you pay or agree to pay us the endorsement fee if applicable; and
- we confirm in writing the change is effective.

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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;
- when you change your address or the address where your dirt bike is parked;
- if you will no longer be parking your dirt bike in a garage overnight;
- if you will be parking your dirt bike on the street overnight on a regular basis.

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

### **Cancelling your policy**

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

You may cancel your policy at any time in writing. 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 any non-refundable government taxes or charges, the endorsement fee, administration fee and the cancellation fee. 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 or email address as soon as possible.

### **If you sell or give away your dirt bike**

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 of the disposal of your dirt bike and we will refund the premium due to you from the date of sale less the premium for the period that you have been insured, any non-refundable government taxes or charges, the endorsement fee, administration fee and the cancellation fee if applicable.

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# What the Policy Covers

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You should read this PDS, your policy schedule and any other document that forms part of your policy carefully and if anything 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 wherever they are used in this PDS or in other documents making up the policy.

**accessory** - any extra item or option fitted and permanently fixed to your dirt bike by you. 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 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** - an 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 de facto, and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- 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.

**business use** - the use of your dirt bike in connection with your business or your occupation.

**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.



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**dirt bike** - the dirt bike shown on your 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.

This could also include a quad bike.

**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 of money you must pay towards the cost of each event that gives rise to a claim. The amount of the excess is shown in your policy schedule and Section Three: Excess of this policy wording.

**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 another natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

**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 and condition as your dirt bike immediately prior to the date of its loss or damage but excluding costs and charges for registration, CTP insurance, stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery.

**modification** - any legal change to your dirt bike from the manufacturer's standard specification including but not limited to your dirt bike's body, engine (including fuel delivery and exhaust systems), transmission, wheels (including diameter and width), tyres, suspension or interior.

**period of insurance** - the policy period shown in your policy schedule unless ending earlier in accordance with the policy or relevant law.

**policy** - your contract of insurance with us, and includes this document, your policy schedule and any other document we tell you forms part of your policy.

**policy schedule** - the premium advice, renewal invitation or schedule, which shows your policy number, together with the details of your cover.

**quad bike** - 4 wheel motorcycle for off road use.

**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.

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**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, insurer** - Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708) of 2 Market Street, Sydney NSW 2000.

**you, your, yourself, insured** - the insured person or entity named in your policy schedule. If more than one person or entity is named as the insured, we will treat a statement, act, omission or claim of any one of those persons or entities as a statement, act, omission or claim by all those persons or entities and this may adversely affect the rights of any other person insured under the policy.

## 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 securely locked premises following forcible and violent entry;
- theft of the vehicle which was transporting your dirt bike;
- malicious damage while at locked premises.

### 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; and
- we will be entitled to take over ownership of your dirt bike.

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## 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 for loss, damage, liability, costs or expenses that is caused by, arising from, or in any way connected with:

- you being the driver of a vehicle transporting your dirt bike and you being under the influence of any drug or intoxicating liquor or where you 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, being under the influence of any drug or intoxicating liquor or where they 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, were 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 being outside of Australia;
- your dirt bike being used for any unlawful purpose;
- your dirt bike being used for business use.

There is no cover under this policy for:

- loss of use, depreciation, wear and tear, rust and corrosion;
- loss or damage caused by domestic animals or pets owned by you or for which you are legally responsible;

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- 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;
  - loss or damage to tyres by application of brakes, road cuts, punctures or bursts;
  - loss or damage due to your failure to take reasonable steps to protect your dirt bike;
  - loss or damage 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;
  - loss, damage or liability 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 that is not the result of an accident involving your dirt bike;
  - consequential loss of any kind;
  - theft of your dirt bike if the vehicle transporting your dirt bike was unlocked while unattended;
  - legal liability of any nature;
  - loss or 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;
  - loss or damage to your dirt bike during the loading or unloading onto or from a vehicle or trailer;
  - loss or damage to your dirt bike caused by your dirt bike's own spontaneous fermentation or heating;
  - loss or 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;

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- malicious damage if your dirt bike was not stored within a fully locked and enclosed building at the time of the malicious damage;
  - loss or 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 caused by, arising from, or in any way connected to:

- war, invasion, acts of foreign enemies, hostilities (whether war declared or not), 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 from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- 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;
- 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.

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## Section Three: 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. These excesses apply to every dirt bike shown on your policy schedule.

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.

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.

The excess must be paid when a claim is made unless we agree the accident 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 insured event which may give rise to a claim under this policy, you must contact us without delay. You can contact Dawes to make a claim in any of the following ways:

**Postal Address:** PO Box 2717, Taren Point, NSW 2229

**Phone:** 1300 188 299

**Fax:** +61 2 9307 6699

**Email:** [claims@dawes.com.au](mailto:claims@dawes.com.au)

You must also:

- take all reasonable steps to avoid further 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;

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- within 30 days complete and give to us our 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.

### **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.

### **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 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.

### **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;
- guarantee the quality of workmanship and materials for the life of the dirt bike (subject to wear and tear).

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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 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.

## **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.

### **Failure to pay the insurance premium**

You must pay your insurance premium. We may take steps to cancel the contract of insurance for non-payment of the insurance premium.

### **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. This document applies to renewal unless we tell you otherwise.

### **Changing dirt bikes**

If you replace your dirt bike with another dirt bike during the period of insurance, we will cover the replacement dirt bike for loss or damage for 14 days from the date of acquisition provided:

- you supply details of the replacement dirt bike within 14 days of its acquisition;



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- another insurer has not provided dirt bike insurance to you for the replacement dirt bike; and
  - we agree to cover the replacement dirt bike.

Cover for your dirt bike will cease from the time of acquisition of the replacement dirt bike.

The most we will pay for loss or damage to the replacement dirt bike is the purchase price of the replacement dirt bike (including stamp duty transfer, dealer warranty costs or transfer fees or dealer delivery).

Cover for the replacement dirt bike after the 14th day from the date of acquisition will only continue if:

- you provide us in writing with all details about the replacement dirt bike;
- we agree to insure the replacement dirt bike;
- you agree to pay any additional premium we require;
- you agree to complete a new application form if we require it.

### **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 in writing if:

- your dirt bike will no longer be garaged or parked overnight, either permanently or temporarily, at the address stated on the policy schedule;
- your dirt bike will no longer be parked overnight, either permanently or temporarily, as described on the policy schedule. For example, if your policy schedule states that your dirt bike will be garaged overnight and it will no longer be garaged overnight, 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 or agree to pay us any additional premium required; and
- we confirm in writing the modification and that your dirt bike is covered.

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

Any change will be effective if:

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

**Cancellation**

The policy may be cancelled by:

- you at any time by notifying us in writing, in which case:
  - cancellation takes place when we receive the notice;
  - we will retain, or be entitled to retain, the premium for the period during which the policy was in force together with any non-refundable government taxes, levies and duties;
  - we will also retain the endorsement fee, administration fee and the cancellation fee if applicable;
- us on any of the grounds set out in the *Insurance Contracts Act 1984* (Cth), as amended from time to time, by giving you notice in writing, in which case:
  - we may do so by giving you three business days' notice in writing of the date from which the policy will be cancelled;
  - we will refund premium for the unexpired portion of the period of insurance.

You must provide us with any information we may require to enable us to process a refund of premium following any cancellation.

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 regardless of fault.

**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.



Allianz Australia Insurance Limited  
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ABN 15 000 122 850  
AFSL 234708

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Insurance Limited

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