

JLT DIRT BIKE INSURANCE



**Policy includes theft, fire
and in transit damage
for quad and dirt bikes**

**COMBINED APPLICATION FORM AND PRODUCT
DISCLOSURE STATEMENT, POLICY WORDING
AND FINANCIAL SERVICES GUIDE**





LLOYD'S CERTIFICATE OF INSURANCE **effected through Jardine Lloyd Thompson ("the Coverholder")**

THIS CERTIFICATE OF INSURANCE confirms that in return for payment of the Premium shown in the Certificate of Currency, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Certificate.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Certificate of Currency. You should read this Certificate carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

This Certificate is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to the Coverholder shown above in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia,
Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney, NSW 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

If your dispute remains unresolved you may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes you will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

The Underwriters in accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon Lloyd's Underwriters' General Representative in Australia at the address above, who has authority to accept service and to appear on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should

be given to: Echelon Claims Services,
PO Box 7170, Hutt Street, Adelaide, SA, 5000 Phone: 1800 640 009

This Certificate is issued by the Coverholder shown above in accordance with the binding authority granted to it by certain Underwriters at Lloyd's under the Agreement referred to in the Certificate of Currency. The Coverholder is acting as an agent of certain Underwriters at Lloyd's.

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Product Disclosure Statement (PDS)

Product Disclosure Statement (PDS)

The Purpose of this PDS

This PDS has been prepared to help **you**:

- Decide whether this product will meet **your** needs; and
- Compare this product with any other products **you** may be considering

This document tells **you** about the JLT DirtBike Insurance. It is designed to help you decide if the cover is right for **you**. Any advice is general only and does not take into account **your** individual needs and circumstances. **You** should read it, and any other documents **we** send **you**, to ensure **you** understand **your** cover. Please keep them in a safe place for future reference.

The Issuer

This product is issued by Jardine Lloyd Thompson Pty Limited (JLT) (ABN 69 009 864) (AFS Licence No. 226827) of Level 17, 607 Bourke Street, Melbourne, Victoria, 3000, under an authority from certain Underwriters at Lloyd's.

JLT can be contacted on telephone 03 9613 1415.

NOTE This is a specialised product which provides limited cover. Please read this document carefully to make sure that the cover provided satisfies **your** insurance needs.

Definitions

Some words and expressions have been printed in **bold** because they have been given a specific meaning. This may be different to what **you** commonly understand such terms to mean so please read them carefully as they affect the extent of cover provided.

Please refer to 'Section 3 - Definitions' in the **Policy Wording** for details.

Cooling Off Period

If **you** decide this policy does not meet **your** needs, **you** are entitled to cancel this policy prior to the expiration of 14 days from the earlier of:

- The date **you** received confirmation of the insurance transaction; or
- The end of the fifth day after the policy was issued to **you**.

However, **you** will not receive a refund if **you** have made a claim during this cooling off period (review period).

Product Disclosure Statement (PDS)

Privacy Policy

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

For further information about **your** Privacy, refer to Section 12 of the **Policy Wording** - 'Privacy Statement'

Your Duty of Disclosure

Before **you** enter into a contract of general insurance with an insurer, **you** have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that **you** know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement - or variation of the **policy**. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the **policy** but includes other relevant matters including past business or businesses or private insurances. If **you** breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

How to apply for this Insurance.

When **you** apply for insurance **you** will need to give **us** the information sought in the JLT DirtBike Insurance Application Form.

If **your** application is accepted, and when payment has been received, **we** will issue **you** with a **certificate of currency** confirming the cover that is in place.

How to Make a claim

For information about how to make a claim under **your policy**, refer to Section 8 of the **policy wording** - 'Making a Claim under **Your Policy**'.

Taxation

Generally, **your premiums** are not tax deductible and claims payments are not assessable for income tax purposes, unless **you** purchase **your policy** for business purposes.

Product Disclosure Statement (PDS)

This tax information is a general statement only. See **your** tax adviser for information about **your** personal circumstances.

Excesses

An excess is an amount **you** have to pay each time **you** make a claim and will be applied for each accident or event where a claim is made.

If you make a valid claim under the **policy**, **you** will be required to pay the following excess:

- for all claims, except theft claims - 5% of the current **market value** (or replacement value if **your motorcycle** is less than 12 months old and **you** are the original owner);
- for theft claims - 10% of the current **market value** (or replacement value if **your motorcycle** is less than 12 months old and you are the original owner).

Significant Features & Benefits

Fire, Theft & In-Transit Cover

The policy provides cover up to the current **market value** (or replacement value if **your motorcycle** is less than 12 months old and **you** are the original owner) for loss and/or damage to **your motorcycle**, when in Australia while it is in transit, stored or at an event, which is caused by theft, fire, lightning, explosion, storm, rainwater, earthquake, and collision or overturning of the **conveyance** and/or trailer attached to that **conveyance** whilst it is transporting your motorcycle and impact of your motorcycle with an external object.

Full details of the cover provided are listed in Section 4 of the policy wording - 'What You are Covered For'.

Significant Exclusions & Conditions

In certain circumstances exclusions may apply and **your policy** will not provide any cover to **you**. For example, **we** will not pay for any loss or damage caused to **your motorcycle**:

- actual use of **your motorcycle** including use for hire;
- **when not at the garaging address, your motorcycle** was not **secured** to a **fixed object** at the time of the theft;
- **when kept at the garaging address, your motorcycle** was not stored within a fully locked and enclosed building at the time of the theft and was not **secured** to a **fixed object** at the time of the theft;
- while loading or unloading **your motorcycle** onto a **conveyance** or trailer.

Product Disclosure Statement (PDS)

These are only examples of some of the exclusions that may apply. Further information about these and all of the other exclusions that apply may be found in Section 5 of the **policy wording** - 'What **You** are Not Covered For'.

A terrorism exclusion also applies to this policy, and the detail of this exclusion is set out in Section 5 of the policy wording. **You** should also note that if **we** allege that because of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

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

- If **you** do not comply with the conditions of the cover which are set out in the **policy wording** in this document. Please read these conditions to make sure **you** understand **your** obligations;
- If **you** do not comply with **your** Duty of Disclosure which is set out in this PDS; or
- If **you** make a fraudulent claim.

We can also cancel **your policy** in certain cases, for example if **you** breach **your** duty of disclosure or a cover condition.

Risks of the Policy for You to Consider

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

- whether the **policy** provides the level of cover **you** need. **Your** level of cover may not be adequate, for example, as **you** are only covered for the current **market value** of **your motorcycle**;
- whether you are able to satisfy the terms and conditions of the **policy**;
- in some instances there are restrictions and limits on the cover, which means that there will be either no insurance cover provided or the amount **we** pay may be limited. For more information, see further below and refer to the **policy wording**; and
- **we** may refuse to pay part or all of a claim under the **policy** if **you** do not comply with the terms and conditions of the **policy**.

Product Disclosure Statement (PDS)

Cost of this Insurance

In order to calculate **your premium**, **we** take various factors contained in **your** application form into consideration.

The **premium we** charge is determined by the current **market value** of **your motorcycle** (up to \$38,000) and the claims experience and administrative costs of the portfolio of business.

The Total **Premium** includes amounts payable in respect of **premium** to the Insurer, compulsory government charges including Stamp Duty, GST and any Fire Service Levy (where applicable), as well as the JLT Administration Fee.

The **premium** payable for **your policy** is set out in **your certificate of currency**. Additional charges may apply if **you** pay **your** premium by installments.

Important Notes

- **You** must notify **us** when **you** change your place of residence or if **you** change the regular overnight parking situation of **your motorcycle**.
- When **your motorcycle** is a **total loss** and **we** have paid out the **sum insured**, this insurance ceases.
- If **you** purchase another **motorcycle**, this requires a new insurance contract commencing at the time with an applicable **premium**.
- If **your motorcycle** was stolen from **your garage address**, **we** may require **you** to increase **your** security measures before a new contract commences.
- **You** must pay **your premium** on time otherwise **your** insurance may not operate.
- When renewing **your** insurance with **us you** must also advise **us** of any changes to **your** claims, riding/driving, insurance or criminal history.
- **We** will notify **you** in writing of any effect a change may have on **your** insurance renewal.
- **Your policy** will be renewed from the renewal date or the date payment is received, whichever is the later date.

General Insurance Code of Practice

For further information about the General Insurance Code of Practice, refer to Section 10 of the **Policy Wording** - 'General Insurance Code of Practice'.

Product Disclosure Statement (PDS)

Dispute Resolution

For information about how **we** will deal with any complaints you may have, refer to **Section 11** of the **Policy Wording** - 'Dispute Resolution'.

Preparation Date

This PDS was prepared on 28 November 2008. Other documents may form part of **our** PDS. If they do, **we** will tell **you** in the relevant document.

Updating this PDS

Information in this PDS may be updated where necessary. A paper copy of any updated information is available to you at no cost by calling JLT. **We** will issue **you** with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, or to update or add to the information contained in the PDS.

How to Contact Us

If **you** have any questions or would like any further information regarding this insurance, **you** can contact, JLT, on:

Telephone:	1300 655 931
Facsimile:	03 9614 2353
Email:	bikes@jlta.com.au
Internet:	www.jltsport.com.au/dirtbikes

Product Disclosure Statement (PDS)

JLT Dirt Bike Insurance- Policy Wording

JLT Dirt Bike Insurance-Policy Wording

It is very important that **you** read **our** JLT DirtBike Insurance **Policy** thoroughly to ensure **you** are satisfied with this Insurance.

Your policy is a contract between **you** and **us** and it is made up of the **policy wording** and **your** current **certificate of currency** and **Lloyd's certificate of insurance** which will show the cover **you** have selected. The **policy** sets out what **you** are **insured** for and those circumstances where **you** will not be **insured**.

In return for payment of **your premium we** will provide the cover as set out in the relevant sections of the **policy wording**.

Section 1 – Important Information about Your Policy

Your Policy

Includes **your** Product Disclosure Statement and **policy wording**, **Lloyd's certificate of insurance** and **certificate of currency** and describes the insurance contract between **you** and **us**.

In return for **you** paying **us** the **premium, we** insure **you** subject to the terms, conditions and exclusions in **your policy**.

Please Read Your Policy

It is important that **you** carefully read and understand **your policy** because it describes the terms, conditions and exclusions that apply to **your** insurance.

Checking Your Policy

Please check **your policy** to make sure all the information is correct. Please let us know straight away if any changes are needed.

Contact Details

If **you** require information about the policy, please contact **us** at:
Level 17, 607 Bourke Street,
Melbourne Vic 3000
Telephone: (03) 9613 1413
Facsimile: (03) 9614 3600

Keeping Your Documents Safe

You should keep **your policy** in a safe place in case **you** need to refer to it in the future.

We may require **you** to provide receipts and other documentary evidence to **us**. **You** should keep those documents in a safe place in case **we** need them to settle a claim.

JLT Dirt Bike Insurance-Policy Wording

Section 2 - Your Duty of Disclosure

Before **you** enter into a contract of general insurance with an insurer, **you** have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that **you** know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement - or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If **you** breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the **policy** from inception.

Important Conditions

- **You** must notify **us** when **you** change **your** place of residence or if **you** change the regular overnight parking situation of **your motorcycle**.
- When renewing **your** insurance with **us you** must also advise **us** of any changes to **your** claims, riding/driving, insurance or criminal history.

Section 3 - Definitions

The following words when used in **bold** in **your** Product Disclosure Statement or **policy** have the meaning given below.

Accessory (ies): means any equipment fitted to **your motorcycle** which is not standard for that make and model of **motorcycle**.

Application Form: means the **application form** for **your policy** which **you** complete or which is completed on your behalf prior to **you** entering into this **policy**.

Certificate of Currency: means a document that used in conjunction with the **policy wording** and **Lloyd's certificate**

JLT Dirt Bike Insurance-Policy Wording

of insurance forms part of **your** insurance contract and includes an agreement number, certificate number, the Insured name (**you**), the **premium** payable and the **Period of Insurance**. It also contains information including what cover **you** have chosen to take, **your excess** and special conditions.

Conveyance: means any air, sea or land transport used to transport the **motorcycle**.

Coverholder: means Jardine Lloyd Thompson Pty Ltd

Event: means any organised motor sport meeting and includes private practice.

Fixed Object: means property that is fast or firm, stable or permanent and not able to be moved. Stationary registered locked motor vehicles and **immobilised** trailers are **fixed objects** for the purposes of this policy.

Garaging Address: means:

- (i) the normal place where **your motorcycle** is stored and nominated by **you** on **your certificate of currency**; or
- (ii) any other location, except whilst **in transit** or at an **event**, where **your motorcycle** is stored with **your** consent.

Immobilised: means securing the wheel(s) of a trailer to its frame by the use of a padlock, padlock and chain or cable, wheel clamp or other professionally manufactured anti theft device.

In Transit: means a journey that commences from the **garaging address**, an **event** or elsewhere and ends upon arrival at the intended destination, including periods of stoppage during the transit.

Lloyd's Certificate of Insurance means a document that in conjunction with your **certificate of currency** and **policy wording**, forms part of your insurance contract.

Market Value: means the value of **your motorcycle** at the time of loss taking into consideration its age and condition. To assist in determining the **market value** we may use "Glass's Guide" or other available information.

Motorcycle: means the **motorcycle** or dirt bike specified on **your certificate of currency**. It includes any **accessory** attached to the **motorcycle** which is listed on **your certificate of currency**.

JLT Dirt Bike Insurance-Policy Wording

Partial Loss: is loss or damage less than **total loss**. It occurs when **we** decide, at **our** option, to repair the **motorcycle** or any part of it, replace any part of it or reimburse **you** for the loss or damage to it.

Period of Insurance: means the **period of insurance** shown on **your certificate of currency** or any subsequent period for which **you** pay and **we** accept **premium**.

Policy: means **your policy wording, your certificate of currency** and **your Lloyd's certificate of insurance** and any amendments to any of these that **we** notify **you** of in writing.

Policy Wording: means this document.

Premium/s: means the total amount (including relevant fees, taxes, duties and Government charges) **you** pay for **your policy**.

Secure/Secured: means the use of a chain, lock or other security device to provide reasonable security for **your motorcycle**.

Sum Insured: means the **market value** of **your motorcycle** at the date of loss or damage.

Terrorism: an Act of Terrorism means an act, including but not limited to the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.

Total Loss: means when **we** decide it is uneconomical to repair **your motorcycle** for any reason or **your motorcycle** is stolen.

We, Us, Our: means Jardine Lloyd Thompson Pty Ltd under an authority from certain underwriters at Lloyd's.

You, Your: means the persons or companies or employees of such companies, named as the insured in **your policy**.

Section 4 - What You are Covered For

4.1 Insured Events

We will cover **you** up to the **market value** at the time of loss (or the replacement value if **your motorcycle** is less than 12 months old and **you** are the original owner), for loss and/or damage to **your motorcycle** when in Australia, while it is stored, at an **event** or **in transit**, directly caused by the following insured events within the **period of insurance**:

- (a) fire;
- (b) lightning;
- (c) explosion;
- (d) storm;
- (e) rainwater;
- (f) earthquake;
- (g) theft;
- (h) collision or overturning of the **conveyance**, and/or trailer attached to that **conveyance**, which is transporting **your motorcycle**;
- (i) impact of the **motorcycle** with an external object; and

but in each instance, subject to the exclusions and/or limitations set out under **Section 5**, entitled 'What **You** Are Not Covered For'.

PLEASE MAKE SURE YOU READ SECTION 5 CAREFULLY TO UNDERSTAND THE EXCLUSIONS THAT APPLY TO THE POLICY.

Section 5 - What You are Not Covered For

5.1 Specific Exclusions

You are not covered under **your policy** for loss and/or damage to **your motorcycle** which is directly or indirectly caused by or arising out of any of the following exclusions:

- (a) actual use of **your motorcycle** including use for hire;
- (b) theft of **your motorcycle** where:
 - (i) the theft was by **you** or a person acting with **your** express or implied consent;
 - (ii) when not at the **garaging address**, **your motorcycle** was not **secured** to a **fixed object** at the time of the theft;
 - (iii) when kept at the **garaging address**, **your motorcycle** was not stored within a fully locked and enclosed building and **secured** to a **fixed object** at the time of the theft;
 - (iv) when kept at the **garaging address**, the theft was by or with the express or implied consent of, persons who normally live at the **garaging address**; or
 - (v) there is no visible evidence of violent and/or forcible entry.

JLT Dirt Bike Insurance-Policy Wording

- (c) collision and/or overturning of the **conveyance**, and/or trailer attached to that **conveyance**, which is transporting **your motorcycle** where:
 - (i) that **conveyance** was being driven in an unsafe or unroadworthy condition; and
 - (ii) that trailer was being towed illegally or in an unsafe or unroadworthy condition.
- (d) loading or unloading of **your motorcycle** onto or from a **conveyance** or trailer; or
- (e) the **motorcycle**, whilst being transported, was not safely **secured** to the trailer or carrying **conveyance**.

5.2 General Exclusions

You are not covered under **your policy** for loss and/or damage to **your motorcycle** which is directly or indirectly caused by or arising out of the following general exclusions:

- (a) wear and tear, gradual deterioration, failure to maintain, faulty materials or faulty workmanship, mechanical and/or electrical breakdown;
- (b) loss or damage to **your motorcycle** which is caused by **you** or a person acting with **your** express or implied consent (other than accidental damage specified under Sections 4.1 (h) and (i) of the Policy);
- (c) malicious damage;
- (d) a person legally seizing **your motorcycle**;
- (e) any war, whether war has been formally declared or not, hostilities, rebellion or terrorism;
- (f) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
- (g) any chemical, biological, bio-chemical or electromagnetic weapon;
- (h) welding, any similar process involving the intentional application of heat or other intentional processes carried out by **you** to **your motorcycle** or by a person acting with **your** express or implied consent;
- (i) not taking reasonable steps to protect **your motorcycle** from loss and/or damage;
- (j) insured events that occur outside Australia;
- (k) the cost of repairing old damage to **your motorcycle**;
- (l) consequential loss of any kind; or
- (m) any legal liability of whatsoever nature.
- (n) Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

JLT Dirt Bike Insurance-Policy Wording

This **policy** does not cover:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
 - (iii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (iv) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. 4/4/68 N.M.A. 1622
- (o) War and Civil War Exclusion:
Notwithstanding anything to the contrary contained herein this **policy** does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.
- (p) Terrorism Exclusion:
Notwithstanding any provision to the contrary herein, this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connecting with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.
In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

N.M.A. 2920

JLT Dirt Bike Insurance-Policy Wording

Section 6 - Excess - Your Contribution Towards a Claim

What you must pay if we pay a claim

You will have to pay an excess if **we** pay a claim under **your policy**. There are two (2) types of excess. The type and amount of each excess is shown on **your certificate of currency**. Only one (1) excess will apply to each claim and in most cases, **we** will deduct the excess from the amount **we** pay for the claim.

6.1 Standard Excess

This excess is 5% of the current **market value** of the item(s) being claimed (or the replacement value if **your** motorcycle is less than 12 months old and **you** are the original owner). **You** must pay this excess for all claims **we** pay for loss and/or damage to **your motorcycle**, except where the theft excess applies under **Section 6.2** below.

6.2 Theft Excess

This excess is 10% of the current **market value** of the item(s) being claimed for (or the replacement value if your motorcycle is less than 12 months old and **you** are the original owner).

You must pay this excess if **we** pay a claim arising from the theft of **your motorcycle**.

Section 7 - What We Will Pay You

7.1 Partial Loss

For all **Partial loss** and/or damage to **your motorcycle**, which is covered by **your policy**, **we** can choose either to:

- (a) repair **your motorcycle** using parts which, are either new or consistent with the age and condition of **your motorcycle**;
- (b) replace **your motorcycle** with one of similar make, model and condition;
- (c) pay **you** the cost of repairing **your motorcycle**, parts to be costed at either new price or at a price consistent with the age and condition of **your motorcycle**; or
- (d) pay **you** up to the current **market value** of **your motorcycle**;

less the appropriate excess.

JLT Dirt Bike Insurance-Policy Wording

7.2 Total Loss

If **your motorcycle** is a total loss then **we** will pay **you**:

- (i) the current **market value** of the **motorcycle**; or
- (ii) if **your motorcycle** is less than 12 months old and **you** are the original owner, **we** will replace **your motorcycle** with one of similar make, model and condition. less the appropriate excess, then:
 - (a) **your motorcycle**, or what is left of it, including any extra items or **accessories** fixed to it, becomes **our** property; and
 - (b) **your policy** with **us** ends and **you** cannot make any further claims.

Section 8 - Claims Conditions and Procedures

8.1 Reporting to the Police

You must make a report to the police as soon as possible if **your motorcycle** has been stolen or **you** suspect or should suspect that **your motorcycle** has been stolen.

8.2 Making a Claim

In the event of a claim, please contact:

Echelon Claims Services,
PO Box 7170, Hutt Street,
Adelaide SA 5000
Phone: 1800 640 009
Fax: (08) 8235 6448

8.3 Claim Form

Before **we** can consider **your** claim, **you** must promptly and accurately complete a claim form and deliver it to Echelon Claims Services with any additional supporting documentation that may be required.

Section 9 - Other Conditions that Apply to Your Policy

9.1 Premium & Approval of Application Form

In order for cover under **your policy** to exist, the **premium** must have been received in full by JLT and **your application form** must have been received and approved by JLT.

9.2 Changes to Your Policy

If **you** want to make changes to any of the information shown on **your certificate of currency**, **you** must notify JLT. Any changes **you** make to **your policy** become effective when:

- JLT agree to the changes in writing; and
- **you** have paid any additional **premium**, which JLT has asked for.

JLT Dirt Bike Insurance-Policy Wording

9.3 Fourteen (14) Day Cooling Off Period

If **you** decide this policy does not meet **your** needs, **you** are entitled to cancel this policy prior to the expiration of 14 days from the earlier of:

- The date **you** received confirmation of the insurance transaction; or
- The end of the fifth day after the **policy** was issued to **you**.

However, **you** will not receive a refund if **you** have made a claim during this cooling off period (review period).

9.4 Cancellation

Cancellation by you

You may cancel the **policy** at any time by giving **us** notice in writing.

Cancellation by us

- (a) During the **Period of Insurance**.

We may cancel this **policy** on any of the grounds set out in the Insurance Contracts Act 1984 and **we** will always tell **you** of this in writing.

- (b) On expiry of this **policy**.

We may cancel this **policy** at the end of the **period of insurance**. If this is about to happen **we** will tell **you** in writing within the terms set out in the Insurance Contracts Act 1984.

Premium Refund

On cancellation, a refund of the **premium** will be made equal to the unexpired period of this **policy** less **our** commissions & fees and any non-refundable Government charges.

If **we** have paid a **total loss** claim this **policy** will **cease** and **you** will not be entitled to a refund of **premium**.

9.5 Notices

Any notice that **we** give **you** will be in writing. It will be effective if it is delivered to **you** personally or if it is delivered or posted to **your** address last known to **us**. If there is any change to **your** address it is important for **you** to notify JLT of the change as soon as possible.

JLT Dirt Bike Insurance-Policy Wording

9.6 Goods & Services Tax (GST)

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

9.7 Australian Currency

All payments by **you** to **us** and by **us** to **you** or someone else under **your policy** must be in Australian currency.

9.8 Governing Law

Your policy is governed by the Laws of Australia. Any dispute or action in connection with **your policy** shall be conducted and determined in the Courts of Australia.

Section 10 - General Insurance Code of Practice

The Insurance Council of Australia has developed a General Insurance Code of Practice, of which Lloyd's Australia Ltd are signatories to. The General Insurance Code of Practice aims to raise the standards of practice and service in the Insurance Industry and includes many standards in relation to:

1. Buying Insurance
2. Insurance Claims
3. Responding to Catastrophes & Disasters
4. Information and Education
5. Complaints Handling Procedures
6. Code Monitoring & Enforcement

You can obtain a copy of the Code from **our** branch or by going to the General Insurance Code of Practice website at: <http://www.codeofpractice.com.au>.

Section 11 - Dispute Resolution

About Lloyd's

Since the late seventeenth century, the name **Lloyd's** has been synonymous with insurance. Many of the world's leading underwriters are based at **Lloyd's**. The market is internationally renowned and has an impeccable claims record.

In Australia, **Lloyd's** is proud to be a member of the Insurance Council of Australia, and strives to comply with the agreement **Lloyd's** has made under the General Insurance Code of Practice.

JLT Dirt Bike Insurance-Policy Wording

Lloyd's aim is to provide the highest service to **its** Australian Policyholders and, to this end, **Lloyd's** has developed the following procedures for the fair handling of complaints from **Lloyd's** policyholders.

Dispute Resolution Procedure

There are established procedures for dealing with complaints and disputes regarding **your policy** or claim. All policyholders can take advantage of the complaints service, as can third-party motor vehicle claimants who are uninsured and where the amount in dispute is less than \$3,000.

Step 1

Any enquiry or complaint relating to a **Lloyd's policy** or claim should be addressed to **us** in the first instance - in most cases this will resolve **your** grievance.

We have efficient dispute resolution procedures in place to help **you**. If **you** have a complaint, **you** can communicate it to your JLT Adviser in the first instance. Alternatively, **you** can refer it directly to JLT's Complaints Manager in writing, by telephone, or via email - whatever is most convenient to **you**. **We** will need **you** to provide **us** with comprehensive details to help **us** investigate **your** complaint further. All information will be treated in the strictest confidence.

Step 2

In the unlikely event that this does not resolve the matter or **you** are not satisfied with the way a complaint has been dealt with, **you** should contact **Peter Fryer** at:

Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone: (02) 9223 1433
Facsimile: (02) 9223 1466
Email: peter@lloydsaustralia.com.au

When **you** lodge **your** dispute with **Lloyd's**, **Lloyd's** will usually require the following information:

- Name, address and telephone number of the policyholder
- The type of insurance **policy** involved (household, motor, etc)
- Details of the policy concerned (**policy** and/or claim reference numbers, etc)

JLT Dirt Bike Insurance-Policy Wording

- Name and address of the insurance intermediary through whom the **policy** was obtained
- Details of the reasons for lodging the dispute
- Copies of any supporting documentation **you** believe may assist **Lloyd's** in addressing **your** complaint appropriately

Following receipt of your dispute, you will be advised whether your dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- Where **you** are a retail client and your dispute is eligible for referral to the Financial Ombudsman Service (FOS), **your** dispute will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.
- Where **you** are a retail client and **your** dispute is not eligible for referral to the FOS, or where you are a wholesale client, Lloyd's Australia will refer **your** dispute to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with **you**.

How long will the Step 2 process take?

Your dispute will be acknowledged in writing within 5 working days of receipt, and **you** will be kept informed of the progress of Lloyd's review of your dispute at least every 10 business days. .

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** complaint dispute within 15 working days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

Step 3

If **your** dispute is not resolved in a manner satisfactory to **you**, Lloyd's will then provide retail clients eligible for referral to the FOS with details of that body. FOS is an independent body that operates nationally in Australia and aims to resolve disputes between **you** and **your** insurer. **Your** complaint must be referred to the IOS within 3 months of the date of Lloyd's final decision.

Retail clients not eligible for referral to the FOS, and wholesale clients, may be eligible for referral to the Financial Ombudsman Service (UK). Such referral must occur within 6 months of the final decision by the Policyholder & Market Assistance Department at Lloyd's. Further details will be provided by the Policyholder & Market Assistance Department with their final decision to **you**.

JLT Dirt Bike Insurance-Policy Wording

How much will this procedure cost you?

This service is free of charge to policyholders.

Section 12 - Privacy Statement

Our Privacy Policy

JLT is committed to the protection of your privacy. JLT abides by the National Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information

You can examine JLT's Privacy Policy on **our** website www.jlta.com.au, or by obtaining a copy from **your** JLT Adviser or the JLT Privacy Officer.

The Privacy Policy of Lloyd's Australia Ltd

Lloyd's Australia Ltd is a proud supporter of the intent of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 ("the Act").

Lloyd's aim is to provide the highest service to its Australian Policyholders, and to that end, Lloyd's has developed the following procedures for the fair handling of personal information.

Lloyd's Privacy Policy became effective on 21 December 2001, and applies to all information collected about individuals, regardless of how or from where the information is collected. It may be collected in relation to a personal or a business **policy**, but does not protect information obtained regarding the business or its related entities. It also does not protect information regarding **Lloyd's** own employees.

12.1 Why Lloyd's Collect Personal Information

Lloyd's collects personal information in order to appropriately address **your** insurance needs. Only information necessary for the completion of **Lloyd's** business or related activities will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate **premiums**, etc.

Lloyd's may also sometimes collect personal information for the development of better products and services, and for conducting marketing and customer service research.

Lloyd's may sometimes share this information with **its** related companies in order to serve you better.

JLT Dirt Bike Insurance-Policy Wording

Firstly, **Lloyd's** usually collect identifying information such as name, address, contact telephone numbers and email addresses. If **you** are applying for a product **Lloyd's** may offer, **Lloyd's** may also need to collect specific information that will enable **Lloyd's** to supply that product to **you**. **Lloyd's** will collect and store this information in a manner that allows **Lloyd's** to assist **you** in the future.

Some products or services may require **us** to collect 'sensitive information', which may include (but is not limited to) **your** membership of associations, health data, criminal records. **Lloyd's** will only collect this type of information in accordance with the Act.

If **you** do not agree to provide us with the information **Lloyd's** request, **Lloyd's** may not be able to offer **you** the product or service you seek.

12.2 How Lloyd's collect personal information

Where possible Lloyd's will collect information about you, from you. If Lloyd's obtain this information from other sources, Lloyd's will take reasonable steps to advise you of this disclosure.

When **you** give **Lloyd's** personal information about other individuals, **Lloyd's** rely on **you** to have made or make them aware that **you** will or may provide their personal information to **Lloyd's**, the types of third parties **Lloyd's** may provide it to, the relevant purposes **Lloyd's** and the third parties **Lloyd's** disclose it to will use it for, and how they can access it. If it is sensitive information **Lloyd's** rely on **you** to have obtained their consent on these matters. If **you** have not done or will not do either of these things **you** must tell **Lloyd's** before you provide the relevant information.

12.3 Disclosing this Personal Information

This information will only be disclosed to third parties where the disclosure is reasonably required to carry out Lloyd's business or activities unless you have authorised otherwise (or if required by law).

Except where **you** have consented to it, **Lloyd's** will limit the use and disclosure of any personal information provided to **Lloyd's** by third parties about **you**, to the specific purpose for which the information was supplied.

Some examples of entities **Lloyd's** may disclose personal information about **you** to include (but are not limited to) **Lloyd's** brokers, reinsurers, **Lloyd's** underwriters, underwriting agents, **Lloyd's** Regulatory Division, loss adjusters, assessors, investigators, lawyers, insurance reference bureaus, etc.

JLT Dirt Bike Insurance-Policy Wording

12.4 Security of your Personal Information

Lloyd's will endeavour to protect your personal information from misuse, loss, unauthorised access, modification or disclosure.

Lloyd's will need to transfer **your** personal information overseas in order to properly carry out **Lloyd's** business.

12.5 Accuracy of and Access to your Personal Information

Lloyd's will take reasonable steps to ensure that the personal information you provide is accurate, complete and up to date, whenever it is used, collected or disclosed.

You are entitled to access **your** information if **you** wish and request correction if required. **Lloyd's** may request reasonable costs from **you** to cover retrieving and providing this information.

You may also opt out of receiving any marketing materials that may be sent by **Lloyd's** by contacting **Lloyd's** by telephone on 02 9223 1433.

Complaints regarding the handling of your Personal Information

If you believe your privacy may have been prejudiced, you have the right to make a complaint about the matter.

In the first instance, it is suggested that your complaint should be addressed either in writing to Lloyd's at Lloyd's Australia Ltd, Suite 2, Level 21, Angel Place, 123 Pitt Street, Sydney, NSW 2000 (fax 02 9223 1466) or by telephone via 02 9223 1433. Lloyd's will investigate the matters raised by you and respond directly to you.

If you are dissatisfied with Lloyd's response, you should refer the matter to the Privacy Commissioner's Office in accordance with the Act.

The information provided in this document is general advice only. To help you decide if it suits you, please read the Product Disclosure Statement. We are also happy to provide you with further information.

Financial Services Guide (FSG)

Financial Services Guide (FSG)

This FSG is intended to assist **you** in determining whether to use any of the services offered by Jardine Lloyd Thompson Pty Limited (**JLT**). It includes information about remuneration that may be paid to JLT or others in relation to the products or services offered, and what **you** can do if you have a complaint about JLT's services.

Key information is set out here in answer to specific questions. If **you** need more information or clarification, please ask JLT.

This FSG and updates are also available on JLT's website.

Jardine Lloyd Thompson Pty Limited
ABN 69 009 098 864
AFS Licence No: 226827
Level 17, 607 Bourke Street
Melbourne VIC 3000
Telephone: (03) 9613 1415
Fax: (03) 9614 2353
www.jltsport.com.au
bikes@jlta.com.au

Introduction

This FSG is intended to give you information concerning JLT's relationship with **you**, prior to JLT providing **you** with a financial service. The matters covered by the FSG include:

- who JLT is
- how JLT can be contacted
- what services JLT is authorised to provide to You
- how JLT is remunerated
- details of any potential conflicts of interest
- details of JLT's internal and external dispute resolution procedures and how You can access them.

This FSG will assist **you** in determining whether to use any of the services described below.

Where JLT provides a general advice service only (i.e., advice which does not take into account **your** needs, objectives or financial situation or needs), JLT will give You a General Advice Warning at that time and **you** should consider the product information JLT provides in deciding whether it is appropriate for **your** specific needs, objectives or financial situation or needs.

If JLT recommends that **you** acquire a financial product, or JLT offers to issue or arrange for the issue of a financial product to **you**,

Financial Services Guide (FSG)

where required JLT will also provide **you** with a Product Disclosure Statement (PDS) containing information about that product. This will help **you** to make an informed decision about the acquisition of that product.

About JLT

JLT is a subsidiary of one of the largest international insurance broking groups, Jardine Lloyd Thompson Group plc, its ultimate parent which is listed on the United Kingdom stock exchange.

Who will be providing the financial service to You?

The financial service will be provided by JLT, who is licensed under the Corporations Act 2001 (Cth) to carry on a financial services business.

What Financial Services is JLT authorised to provide to You and what kind of products do those services relate to?

JLT is a licensed insurance broker able to provide **you** with financial product advice on, and to deal in:

- General insurance products; and
- Life risk insurance products.

(FOR DETAILS IN RELATION TO JLT'S LIFE INSURANCE SERVICES, PLEASE REFER TO JLT'S LIFE INSURANCE FSG).

JLT is also licensed to provide **you** with the following services which are relevant to Mutual Arrangements that JLT are involved in:

- financial product advice and a dealing service in relation to managed investment schemes, excluding investor directed portfolio services;
- a dealing service in relation to deposit products other than basic deposit products; and
- a custodial or depository service other than investor directed portfolio services.

(FOR FURTHER DETAILS IN RELATION TO THESE SERVICES, PLEASE REFER TO JLT'S 'DISCRETIONARY TRUST ARRANGEMENTS FSG')

JLT is authorised to provide **you** with a personal advice service as to the suitability of general and life insurance policies or managed investment schemes (excluding investor directed portfolio services) to meet **your** particular needs.

Financial Services Guide (FSG)

JLT can also provide a general advice service in relation to these products - this is where JLT provides advice which is not based on JLT's consideration of **your** objectives, financial situation or needs (i.e., **your** personal needs). JLT will tell You when this is the case.

Who does JLT act for when providing services?

JLT may act:

- On **your** behalf; or
- On behalf of the Insurer (i.e., the Product Issuer or their Agent), including under a binding authority.

In providing JLT Dirt Bike Insurance JLT has an authority to effect the policy under a "binder" arrangement. This means JLT determines acceptance of the risk and the premium from a scale provided by the insurer. JLT issues and signs certificates of insurance and policy schedules which form part of the standard policy wording.

The significance of this arrangement is that JLT is acting as agent of the Insurer and not on **your** behalf.

Our remuneration

How are we paid for the services we provide?

As an insurance broker, there are several ways **we** can be paid. In arranging this insurance on **your** behalf **we** receive the following remuneration:

- Commission paid to us by the insurer.

This is a percentage of the insurance premium paid by **you** before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. The commission **we** receive for this insurance ranges from 10% – 20% of the premium.

- a Fee, the amount of which will be shown on your tax invoice.

Commission and Fees are earned for the policy period. **We** are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf.

We may also charge **you** (with your agreement) a fee for any special advisory or additional claims-related services.

In addition to the fees above the JLT Group may also receive other types of income from insurers, including:

- Interest earned on insurance monies passing through **our** bank accounts.

Financial Services Guide (FSG)

- Expense allowances or commissions from insurers for managing binding authorities and other similar facilities (including any claims which may arise under such arrangements).
- Profit commissions or profit shares paid by insurers on certain classes of business.
- Administrative service fees or expense reimbursements for some services we provide to insurers as part of providing them business or through the claims process.

In line with **our** policy of openness and transparency **we** will, when requested, endeavour to calculate and disclose the amount or a reasonable estimate of any additional income which we may receive from the above and any other sources in relation to insurances we arrange. This also applies to any non monetary remuneration **we** may receive from insurers such as gifts, entertainment and other incidental benefits where such remuneration could impact in any way on the services **we** provide to **you**.

We may also act as reinsurance broker to arrange facultative or treaty reinsurance for insurers with whom **we** have placed your insurances and we receive additional remuneration by way of commission or administrative fee for such services. These reinsurance placements are separate and distinct contracts where **we** act as the agent of the insurers concerned.

JLT's Salaries, Commissions And Fees

We sometimes pay bonuses to **our** staff for enhancing **our** business by providing excellent service to **you**. Other than that, **our** employees receive an annual salary, but do not generally receive a commission on any specific advice offered to you - this helps make sure JLT's advice is geared to providing the most appropriate insurance and risk management services for **you**. **Our** employees may be eligible to participate in JLT Group share plans offered (on a discretionary basis) from time to time.

In some cases another person or company may introduce **you** to **us**. In return, **we** sometimes share **our** commission or fees with them, or pay them an agreed Referral Fee.

Financial Services Guide (FSG)

We are committed to ensuring **you** receive top quality, independent advice. To help make sure of this, **we** endeavour to avoid any associations or relationships that are capable of influencing **our** advice to **you**, except those from which **we** may receive remuneration or benefits already declared to **you** and/or where the coverage terms benefit **you**.

In the event of a refund for the cancellation or adjustment of a policy, JLT reserves the right to retain our remuneration.

Do JLT have any relationships or associations which might influence the provision of JLT's Financial Service?

JLT does not have any associations or relationships that are capable of influencing its advice to **you**, other than those:

- from which JLT may receive remuneration or benefits already declared to **you**; and/or
- where agreed coverage terms, for example, are advantageous to **you**.

As outlined above, in providing JLT Dirt Bike Insurance JLT has an authority to effect the policy under a "binder" arrangement. This means JLT determines acceptance of the risk and the premium from a scale provided by the insurer. JLT issues and signs certificates of insurance and policy schedules which form part of the standard policy wording.

The significance of this arrangement is that JLT is acting as agent of the Insurer and not on **your** behalf.

How can You provide JLT with instructions?

You may give JLT instructions by telephone, fax or other means which JLT agree with **you**.

If You have any complaints

JLT has an internal dispute resolution procedure in place. Any complaint can be expressed, in the first instance, to **your** Account Manager or alternatively, taken direct to the JLT Corporate Counsel in writing, by telephone, or email. JLT will need **you** to provide comprehensive details to enable further investigation of **your** complaint. All information will be treated with the strictest confidence.

Financial Services Guide (FSG)

As required under law, JLT belongs to approved external dispute resolution schemes and are a member of the Insurance Brokers Disputes Limited ("IBD") - a free consumer service for the resolution of disputes in relation to insurance brokers and clients. **You** are free at any time to contact them direct with any complaint and they in turn, will refer the matter to the JLT Corporate Counsel for further investigation. The IBD is contactable on 1800 064 169.

Date of Preparation

This FSG was prepared on 5 June 2007.

JARDINE LLOYD THOMPSON PTY LTD

ABN: 69 009 098 864 AFS Licence No: 226827

Level 17, 607 Bourke Street, Melbourne Vic 3000

Telephone: **1300 655 931**

Email: bikes@jlta.com.au

www.jltsport.com.au



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