

A.B.N. 69 009 098 864 AFS LICENCE NO. 226827

JLT ROADBIKE INSURANCE
PRODUCT DISCLOSURE STATEMENT AND
POLICY WORDING

INDEX

- Product Disclosure Statement (PDS)3**
 - The Purpose of this PDS..... 3
 - The Issuer..... 3
 - Definitions..... 3
 - Cooling Off Period..... 3
 - Privacy Policy..... 3
 - Your Duty of Disclosure..... 3
 - How to apply for this Insurance..... 4
 - How to Make a Claim..... 4
 - Taxation..... 4
 - Excesses..... 4
 - Significant Features & Benefits..... 4
 - Significant Exclusions & Conditions..... 5
 - Risks of the Policy for You to Consider..... 5
 - Cost of this Insurance..... 5
 - Important Notes..... 6
 - General Insurance Code of Practice..... 6
 - Dispute Resolution..... 6
 - Preparation Date..... 6
 - Updating this PDS..... 6
 - How to Contact Us..... 6
- Your JLT RoadBike Insurance Policy8**
 - Section 1 – Important Information About Your Policy.....8
 - Section 2 – Duty of Disclosure.....9
 - Section 3 - Definitions.....9
 - Section 4 – Theft or Damage to Your Motorcycle.....11
 - Section 5 – Legal Liability.....13
 - Section 6 – Excess – Your Contribution Towards A Claim.....15
 - Section 7 – General Exclusions Which Apply to the Policy.....15
 - Section 8 – Claims Conditions & Procedures.....18
 - Section 9 – Other Conditions that Apply to Your Policy.....19
 - Section 10 - General Insurance Code of Practice.....20
 - Section 11 - Dispute Resolution.....20
 - Section 12 - Privacy Statement.....21

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 RoadBike 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 Thistle Underwriting Services Pty Ltd ABN 11 146 607 838, on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545)..

Thistle is an Authorised Representative (number 403803) of **JLT**.

JLT can be contacted on telephone 03 9613 1415.

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).

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 RoadBike Insurance Application Form.

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

How to Make a Claim

For information on how to make a claim under **your Policy**, refer to Section 8 “Claims Conditions and Procedures in the **Policy Wording**.

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.

This tax information is a general statement only. For further details, please refer to Section 4.1.4 of the **Policy Wording** and 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.

There is a basic **excess** as well as additional age & inexperienced rider **excesses** which have application in certain situations as described in Section 6 of the **policy wording** – Excess – **Your** Contribution Towards a Claim.

Significant Features & Benefits

Comprehensive Insurance

This Insurance is designed to cover **you** if **your** insured **motorcycle** is stolen or is **accidentally damaged** during the **period of insurance**, anywhere in Australia, up to the amount of the **market value** or other specified limit. **We** will at **our** option:

- Pay the cost of repairs up to an amount not exceeding the **sum insured**;
- Pay the **sum insured** if **your motorcycle** is a **total loss**;
- Replace **your motorcycle** including on road costs if similar make and model is available, provided certain conditions are satisfied.

See Section 4 of the **policy wording** for full details.

Your cover includes a range of additional benefits up to the specified limits – for full details refer to **Section 4.2** of the **policy wording - Additional benefits We Will Pay For**

Legal Liability cover

We also cover **you** (and certain other persons **we** specify) for legal liability for damage to another person’s property directly caused by a part of **your motorcycle**, goods falling from **your motorcycle** or the loading or unloading of **your motorcycle**. In these circumstances **we** will pay:

- the reasonable cost of the damage for which there is liability; or
- the amount awarded by a court in Australia, up to the **limit of liability**.

Certain other benefits are also provided under this section of the policy. For full details see **Section 5** of the **policy wording** – **Legal Liability**

The event causing liability must occur during the **period of insurance** and **anywhere in Australia** (for full details see **Section 5** of the **policy wording – Legal Liability**).

Significant Exclusions & Conditions

There are certain cases when **you** will not have cover under **your policy**, which means **we** may refuse to pay **your** claim. Some examples of where **we** do not provide cover are:

- When **your motorcycle** is not **registered**.
- In the case of theft, where reasonable steps are not taken to **secure your motorcycle**.
- When the rider is under the influence of **drugs** or alcohol.
- When **your motorcycle** is in an unsafe, unroadworthy or illegal condition.
- When the damage is due to normal wear and tear, rust or corrosion to **your motorcycle**.
- When **your motorcycle** is being used on a race track speedway track or course, in a rally or event where the road was closed to public traffic, for rider training or rider instruction on a race track, speedway track or course (unless **your policy** is endorsed for such **use**) or in preparation for, or in, a race, time trial, hill climb or any other competitive motor sport or contest.
- Loss or damage to **non-standard accessories** or **modifications** not shown in the **JLT Certificate of Insurance**.

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**.

The full list of exclusions are set out in the JLT RoadBike Insurance **Policy Wording**. Please read them to make sure the cover **we** provide matches **your** expectations. Refer to Section 4.3 and 5.2 – What **We** Will Not Pay For, which apply to the Comprehensive Insurance and Legal Liability sections respectively, and Section 7 – General Exclusions which apply to all Sections of the **Policy**.

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**.

Cost of this Insurance

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

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 JLT Certificate of Insurance**. Additional charges may apply if **you** pay **your** premium by instalments..

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

Dispute Resolution

For information about how **we** will deal with any complaints or disputes **you** may have, refer to Section 11 – Dispute Resolution in the **Policy Wording**.

Preparation Date

This PDS was prepared on 8 June 2011. 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/roadbikes

Your JLT RoadBike Insurance Policy

It is very important that **you** read **our** JLT RoadBike 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 the **JLT 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 **you** have chosen 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** and the **JLT Certificate of Insurance** 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 immediately if any changes are needed.

Contact Details

If **you** require information about the **policy**, please contact **us** at:

Address: Level 17, 607 Bourke Street
Melbourne Vic 3000
Phone: 1300 655 931
Facsimile: 03 9614 2353

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.

Section 2 – 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 important definitions apply to this **policy**. Some words and expressions have been printed in **bold** because they have been given a specific meaning in this **policy**. 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:-

Accidental damage: means unforeseen and unintended loss, destruction or physical damage to **your motorcycle** not caused by or related to the maintenance or repair of **your motorcycle** in circumstances excluded by this **policy**. **Accidental damage** includes **theft**.

Anywhere in Australia: means **we** will only insure **you** for an **incident** occurring in Australia or while **your motorcycle** is being transported within Australia.

Endorsement means a written notice about any alteration to the **insurance** under this **policy**.

Driving licence: means a **motorcycle** licence or permit to ride that is in force and held by **you** or an **insured person** at the time of the **incident** and is current for the class of **your motorcycle**.

Drugs: means any illegal substance or non-prescribed drug which when used impairs a person's faculties.

Excess/es: means the amount **you** must pay towards the cost of any claim under the **policy**. The **excess** is printed on the **JLT Certificate of Insurance**.

Family: means:

- A spouse (including de facto) of an **insured person**;
- A parent, grandparent, brother, sister, child or grandchild (including in each case half, step, or adopted relationships)
- of an **insured person**
- of a spouse(including de facto) of an **insured person**;
or
- a person who normally lives with an **insured person**.

Garage address: means the normal place **your motorcycle** is stored.

Incident: means an event which results in a claim on this **policy**.

Insured person: means **you** and any other person who has **your** permission to ride **your motorcycle** unless **you** have chosen a **nominated rider policy**, in which case an **insured person** is **you** only. The type of cover chosen will be specified in **your JLT Certificate of Insurance**.

JLT: means Jardine Lloyd Thompson Pty Ltd ABN 69 009 098 864 AFSL 226827.

JLT Certificate of Insurance means a document that in conjunction with the **policy wording** 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.

Limit of liability: as shown in the JLT Certificate of Insurance means the amount which **we** agree to insure **your legal liability** for at the commencement of each **period of insurance**. The Limit of Liability excludes any GST but includes legal costs (for both **your** defence and any legal costs that **you** are liable to pay to a third party).

Market value: means the value of **your motorcycle** at the time of the loss taking into consideration its age and condition. To assist in determining the **market value** **we** may also use The Red Book price guide, Glass's Guide or other available information. **Market value** also includes any **accessory attached** to the **motorcycles** which is listed on **your JLT Certificate of Insurance**.

Modification: means any alteration to **your motorcycle's** standard frame, engine, suspension, wheels, tyres or paintwork which could affect its value, safety, performance or appearance. There is **no insurance** for any **modification** that is not shown on **your JLT Certificate of Insurance**.

Motorcycle: means the **registered motorcycle** owned by **you** which is described in the **JLT Certificate of Insurance**, including:

- Standard fitted options and accessories; plus
- Any fitted **non-standard accessory** or **modification** shown in the **JLT Certificate of Insurance**.

Motorcycle apparel: means protective riding gear specifically worn while riding **your motorcycle** and includes **your** helmet, riding jacket, gloves, riding pants and riding boots.

Non-standard accessory/ies: means any fitted items owned by **you** which are not a standard **accessory** fitted to the model of **your motorcycle**. For example:

Bash Plates, Exhaust Systems, Alarm Systems, Handlebar Accessories, Oggy Knobbs, Steering Dampers, Screens, CB radio, Global Positioning System, Seat Covers, Sissy Bars, Saddle Bags

There is no insurance for any fitted **non-standard accessory** unless it is shown on **your JLT Certificate of Insurance**.

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

Policy: means **your** policy wording, and your **JLT Certificate of Insurance** and Any amendments to any of these that **we** notify **you** 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..

Registered: means that **your motorcycle** is **registered** or licensed in an Australian State or Territory for **use** on a public road.

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.

Thistle: Thistle Underwriting Services Pty Ltd ABN 11 146 607 838, on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545) Thistle is an Authorised Representative (403803) of **JLT**.

Total loss: means when **we** determine that repairs to **your motorcycle** are uneconomical and includes where the repair costs and the salvage value when added together are likely to exceed the **sum insured** of **your motorcycle**.

Use: means **use** of **your motorcycle** for one of the following:

- **Private use** which means for:
 - social domestic, pleasure purposes and travel to and from work; plus
- **Business use** which means for:
 - the **use** of **your motorcycle** in connection with **your** business or **your** occupation.
- **Weekend recreation** which means for:
 - social domestic and pleasure purposes on the week end only.

We **our** and **us** means **JLT** under an authority from **Thistle**.

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

Section 4 – Theft or Damage to Your Motorcycle

4.1 What We Will Pay For

If **your motorcycle** is stolen or accidentally damaged during the **period of insurance**, **we** will at **our** option:

- Pay the cost of repairs up to an amount not exceeding the **sum insured**;
- Pay the **sum insured** if **your motorcycle** is a **total loss**;
- Replace **your motorcycle** including on road costs if similar make and model is available, provided:
 - **you** are the original owner, from when the motorcycle was new; and
 - **your motorcycle** is less than 12 months old; and
 - **your motorcycle** was insured for the purchase price, including **attached accessories**.

In the event that **we** decide that the **motorcycle** is a **total loss**, the **motorcycle** including any **accessories** fitted to the **motorcycle** becomes **our** property upon payment or replacement.

When **your motorcycle** is a **total loss** and **we** have paid out the **sum insured**, this insurance ceases.

4.1.1 Damaged parts

We are entitled to replace damaged parts with new parts or used parts, or repair parts to a similar condition to those being replaced or repaired.

4.1.2 Contribution Towards Cost of Repairs

We are entitled to require **you** to contribute towards the cost of repairs where the condition or appearance of **your motorcycle** improves as a result of replacing old parts with new parts or repainting more than the damaged area.

4.1.3 Parts and Accessories

Where parts and accessories are not available locally **we** will only pay:

- the cost of parts and accessories of an equivalent make and model of **motorcycle** listed in the latest suppliers list within the State or Territory in which repairs are being carried out;
- surface freight costs of getting parts to the repairer.

4.1.4 Goods and Services Tax (GST)

Where **we** pay a claim and **you** are liable to pay GST in respect of **your** claim, **we** will cover **you** for that GST, less any Input Tax Credit **you** may be able to claim from **your** purchase of goods and services. **We** will pay this amount in addition to the **sum insured** shown in the **JLT Certificate of Insurance**. If **your sum insured** is not sufficient to cover **your** loss, or a **policy** limit applies, **we** will only pay GST that relates to **our** settlement of **your** claim (less **your** entitlement to any Input Tax Credit).

You must advise **us** of **your** correct Taxable Percentage. Any GST liability arising from **your** incorrect advice is payable by **you**.

GST and Input Tax Credit have the same meaning as given to those expressed in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is **your** entitlement to an Input Tax Credit on **your premium** as a percentage of the Total GST on that **premium**.

4.2 Additional Benefits We Will Pay For

4.2.1 Towing Costs

If **your motorcycle** is damaged or recovered after **theft**, **we** will pay the reasonable cost of removal to the nearest repairer or place of safety or to another place **we** have authorised.

4.2.2 Repatriation Costs

If **you** live over 100kms from the place where **we** authorise **your** repairs to be done, **we** will pay the reasonable cost of the repatriation of **your motorcycle** to **your** home, up to an amount of \$500.

4.2.3 Replacement Motorcycle

If **you** sell or otherwise dispose of **your motorcycle**, other than when it is a **total loss**, **we** will insure **your** replacement **motorcycle** under this **policy** if:

- **you** replace it with another similar **motorcycle** within 14 days; and
- **you** give **us** details of the replacement **motorcycle** within that time; and
- **we** agree to insure it and **you** pay any extra **premium we** require.

4.2.4 Travelling Expenses

If **your motorcycle** cannot be ridden as a result of an **incident**, **we** will reimburse **you** up to \$200 for expenses incurred by **you** to return directly to **your** home.

4.2.5 Emergency Accommodation Costs

If **your motorcycle** cannot be ridden home after an **incident** which caused damage to **your motorcycle** to the extent that it is not able to be ridden and has to be towed from the scene and **you** are more than 100 kilometres from **your** home, **we** will reimburse the cost of emergency accommodation for **you**, your spouse, your de facto, or dependant children. The maximum **we** will pay in respect of this benefit is \$200.

4.2.6 Nominated Rider

If **you** choose this option, **your premium** may be reduced. When the **JLT Certificate of Insurance** shows that the nominated rider option applies **we** will not cover any accidental loss, damage or liability, which results in a claim, when the **motorcycle** was being ridden or was in the control of any other person other than the nominated riders as shown in the current **JLT Certificate of Insurance**.

We will not refuse to pay **your** claim if the rider of **your motorcycle**:

- Was found guilty of theft or illegal **use** of **your motorcycle**; or
- Was a person paid by **you** to repair, service or test **your motorcycle**.

4.2.7 Motorcycle Apparel

We will cover **your motorcycle apparel** when it is accidentally damaged or stolen as a result of an **incident** under Section 1 – Theft or Damage to Your **Motorcycle**.

We will cover the main rider up to a total amount of \$2,000 and pillion rider up to a total amount of \$1,000 for any one **incident**.

4.3 What We will Not Pay For

There is no insurance under Section 4:

- 4.3.1 for theft or damage when **you** or an **insured person** do not take reasonable precautions to **secure your motorcycle**.
- 4.3.2 when the theft is by a person acting with the express or implied consent of **you** or an **insured person**;
- 4.3.3 when the theft is by a person to whom **you** have lent **your motorcycle**, but this will not apply if the **incident** is theft by deception and **you** have kept the **driving licence** or other form of legal identification of that person;
- 4.3.4 when the damage is:
 - (i) the result of normal wear and tear, rust or corrosion to **your motorcycle**;
 - (ii) structural failure, electrical or mechanical breakdown;
- 4.3.5 when **you** or an **insured person** have not taken all reasonable steps to protect **your motorcycle** from being stolen or further damaged after it has been involved in an **incident** and/or structural failure, electrical or mechanical breakdown;
- 4.3.6 when the damage is to the tyres of **your motorcycle** unless it was caused in the **incident**;
- 4.3.7 when the theft or damage is:
 - (i) to a **non-standard accessory** not shown on the **JLT Certificate of Insurance**;
 - (ii) to a **modification** not shown on the **JLT Certificate of Insurance**;
 - (iii) to personal property;
- 4.3.8 for financial or consequential loss.

Section 5 – Legal Liability

5.1 Legal Liability for Damage to a Third Parties Property

If **you** become legally liable for damage to another person's property directly caused during the **period of insurance** by:

- a part of **your motorcycle**;
- goods falling from **your motorcycle**;
- the loading or unloading of **your motorcycle**.

then **we will** pay:

- the reasonable cost of the damage for which there is liability; or
- the amount awarded by a court in Australia, up to the **limit of liability**.

5.1.1 Riding Another Motorcycle

We will insure **you** under this Section when **you** ride a substitute **motorcycle** of similar power (cc), characteristics and **market value** or less being ridden whilst **your motorcycle** is being repaired or serviced.

5.1.2 Pillion Rider

We will insure under **clause 5.1**, a pillion rider who is lawfully travelling on or getting on or off **your motorcycle** or a substitute **motorcycle**.

5.1.3 Other People Riding Your Motorcycle

We will also insure under this Section an **insured person** riding **your motorcycle** or the rider of the **substitute motorcycle** who is in charge of that **motorcycle** with **your** permission but only where **you** have not taken out a **nominated rider policy** as specified on **your JLT Certificate of Insurance**.

5.1.4 Maritime Liability

If **your motorcycle** is being transported by sea between ports within Australian waters, **we** will pay **your** contribution in respect of **your motorcycle** for general average and salvage charges incurred by a shipowner where necessary for the safety of the ship and cargo, provided **you** are liable to contribute under Maritime law, up to a Maritime Liability sublimit value of \$100,000, with a loss limited to the maximum value of the **motorcycle** of \$40,000.

5.1.5 Legal Costs

Provided **we** agree in writing and also provided that the **limit of liability** is not exhausted **we** will pay for all legal costs and expenses in defending any court proceedings that may arise from liability covered by your policy. **We** will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

5.1.6 Limit of Liability

We will not pay more than the limit shown in the **JLT Certificate of Insurance** for **our** total liability under this Section in respect of all claims arising out of one **incident** or series of related **incidents**, including all costs, charges, expenses and legal costs. Any **excess** payable by **you** is included in the liability limit.

5.2 What We Will Not Pay For

There is no insurance under **Section 5** or **Clause 4.2.6** for legal liability:

- 5.2.1 for bodily injury or death;
- 5.2.2 for fines or penalties (including any interest and costs) incurred by an **insured person**;
- 5.2.3 for any punitive, exemplary, aggravated or multiple damages (including any interest and costs) against an **insured person**;
- 5.2.4 arising out of an undertaking or guarantee given by an **insured person** without **our** written authority;
- 5.2.5 for damage to property owned by an **insured person** or in their possession custody or control;

- 5.2.6 for which there is an entitlement to claim an amount or benefit under a statute or other **policy** in respect of the liability.

Section 6 – Excess – Your Contribution Towards A Claim

When **you** make a claim **you** may have to contribute some money towards the cost of that claim. This is called an **excess** and, if following an **incident**, more than one **excess** applies, **you** have to pay the **total** of all the **excesses** that apply to **you**.

There are a variety of **excesses** – as follows:

- A basic **excess**, which is the first amount **you** have to pay;

plus, **you** may have to pay an:

- **age excess** when the rider at the time of the **incident** is within the age group for the specified **excess**, but this **excess** does not apply when the **incident** is a result of fire, explosion, lightning, flood, theft or where **your motorcycle** is damaged while parked.

plus, **you** may have to pay an

- **inexperienced rider excess** which applies when the rider at the time of the **incident** has not held an Australian **motorcycle** licence for 3 or more years, but this **excess** does not apply when the **incident** is a result of fire, explosion, flood, theft or where **your motorcycle** is damaged while parked.

Your basic **excess** along with any additional **excesses** are specified in **your JLT Certificate of Insurance**.

Section 7 – General Exclusions Which Apply to the Policy

7.1 There is no insurance under this **policy** if **you** or an **insured person** riding **your motorcycle**:

7.1.1 at the time of the **incident**:

- (i) was affected by alcohol or **drugs** to an extent that impaired the control of **your motorcycle**; or
- (ii) had a blood alcohol level exceeding the statutory limit for the State or Territory in which the **incident** occurred; or
- (iii) did not hold a current **driving licence** or had not complied with all conditions of the **driving licence**;

7.1.2 following the **incident**, refused to take a Police alcohol or drug test

This only applies if **you** knew, or should have known, that the person riding **your motorcycle** was affected by alcohol or **drugs** or did not have a **driving licence**.

If **we** do pay a claim because **you** were unaware that the person riding **your motorcycle** was affected by alcohol or **drugs** or did not have a **driving licence**, then **we** reserve the right to recover from that rider.

7.2 There is no insurance under this **policy** if at the time of the **incident** **your motorcycle** was being ridden by **you** or an **insured person** and was:-

7.2.1 not **registered**;

7.2.2 being used for an unlawful purpose;

7.2.3 being used:

- (i) on a race track, speedway track or course,
- (ii) for rider training or rider instruction on a race track, speedway track or course unless **your policy** is endorsed for such **use**,
- (iii) in preparation for, or in, a race, time-trial, hill-climb or any other competitive motor sport or contest,

(iv) in a rally or event where the road was closed to public traffic.

7.2.4 being used for carrying passengers for hire, fare or reward, unless **your policy** is endorsed for such **use**;

7.2.5 being let out on hire;

7.2.6 being used for **business** purposes.

7.3 There is no insurance under this **policy** if at the time of the **incident your motorcycle** was:-

7.3.1 in an unsafe, unroadworthy or illegal conditions, but this does not apply if:

(i) the condition did not contribute to the cause of the **incident**, or

(ii) **you** or an **insured person** were unaware of the defect and it was reasonable to be unaware of it.

7.3.2 overloaded, but this does not apply if the overloading did not contribute to the cause of the **incident**.

7.4 There is no insurance under this **policy** when the **incident** arises out of an intentionally harmful or damaging act by:-

7.4.1 **you**, an **insured person** or a **family** member;

7.4.2 a person with the express or implied consent of **you**, an **insured person** or **family** member,

7.4.3 a pillion rider on **your motorcycle** or a substitute **motorcycle**.

7.5 There is no insurance under this **policy** when the **incident** is caused by:

7.5.1 lawful seizure, repossession or other operation of law;

7.5.2 invasion, war, civil war or rebellion;

7.5.3 nuclear weapons, nuclear fuel, waste or material.

7.6 Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

This **Policy** does not cover

7.6.1 loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

7.6.2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.7 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.

7.8 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 connection 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.

Section 8 – Claims Conditions & Procedures

It is important to remember that a claim made by any one of the persons named as the **insured** in your **JLT Certificate of Insurance** is a claim by all of them.

8.1 An incident occurs

As soon as **you** discover that an **incident** likely to result in a claim has occurred, **you** must:

- take all reasonable steps to reduce the loss or damage and to prevent further loss or damage;
- Inform the police immediately when required to do so by law or when the **incident** is theft or malicious damage;

Advise **us** as soon as possible of the **incident** likely to lead to a claim under this **policy**.

8.2 You Must Not

Whatever the circumstances **you** or an **insured person** must not:

- admit guilt or fault (except in court or to the Police);
- offer or negotiate to pay a claim;
- admit liability.

8.3 Repair Approval

You are not authorised to have **your motorcycle** repaired without **our** approval.

Whilst **you** can choose a repairer to obtain a quotation from, **we** have the right to nominate another repairer or supplier to be used if **we** are not satisfied with the initial quotation. **We** recommend a repair quotation be obtained from the place of the original purchase where possible.

8.4 Assistance

Before **we** will pay anything under this **policy**, **you** and any **insured person** must have complied with all the requirements of this Section and given to **us** information and assistance which **we** have requested.

8.5 Fraud / Police

If any claim is fraudulent or false in any respect, **we** may deny part or all of the claim and may recover any costs. **We** will also report any suspected fraudulent conduct to the **police** for investigation.

8.6 Claims Administration / Notices

When a claim is admitted under this **policy**, **we** have the right at **our** discretion to exercise all the legal rights of an **insured person** relating to the **incident** and to do so in their name.

We will take full control of the administration, conduct or settlement of the claim including any recovery or defence that **we** may consider necessary.

You or an **insured person** must continue to give **us** all information and assistance reasonably required in relation to the claim or any proceedings. **You** must provide **us**, as soon as possible, with every notice or communication received concerning a claim by another person or concerning any prosecution, inquest or other official inquiry arising from the **incident**.

8.7 Claim Form

Before **we** 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.

8.8 Salvage

We are entitled to any salvage value including any rebates of Government charges, registration fees and/or CTP charges, if **we** pay out on **your motorcycle** on a **total loss** basis or for damaged items that have been replaced.

8.9 Other Insurance

At the time of any claim **you** are required to give **us** written notice of any other insurance covering **your motorcycle**.

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 JLT Certificate of Insurance**, **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.

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.

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. 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

Dispute Resolution Procedure

JLT has 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.

We belong to an external dispute resolution scheme designed to provide independent assistance to **you**.

The Financial Ombudsman Service Limited (1300 780 808) – a free service for consumers with complaints concerning the financial services industry.

The matter will then be referred to the JLT Complaints Manager for further investigation.

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 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.

JLT DirtBike and JLT RoadBike Insurance 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, 604 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**, 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. 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.

In relation to JLT DirtBike Insurance and JLT RoadBike Insurance, the Insurer is Thistle Underwriting Services Pty Ltd ABN 11 146 607 838 ("Thistle"), on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545) ("QBE").

Thistle is an Authorised Representative (number 403803) of JLT and is a related company of JLT, within the definition of that term in s50 of the *Corporations Act 2005* (Cth).

Thistle acts on behalf of QBE and not on **your** behalf.

Remuneration

How is JLT paid for the services provided?

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 can vary, and **we** will advise **you** of the range of commission on request.

- 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.
- 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.

Thistle

In relation to JLT RoadBike Insurance and JLT DirtBike Insurance, Thistle will earn Commission paid by QBE.

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 Thistle receives for this insurance can vary and **we** will advise **you** of the range of commission on request.

Thistle may also receive a Profit commission or a profit share, paid by QBE on this class of business.

Commission is earned for the policy period. **Thistle** is entitled to retain all commission covering the full policy period for policies placed on **your** behalf.

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.

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 efficient dispute resolution procedures in place to help you. If you have a complaint, you can communicate it to your JLT client contact in the first instance. Alternatively, you can refer it directly to JLT's Complaints Manager in writing, by telephone, or via e-mail – 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.

We belong to an approved external dispute resolution scheme designed to provide independent assistance to you:

The Financial Ombudsman Service Limited (1300 780 808) – a free service for consumers with complaints concerning the financial services industry.

The matter will then be referred to the JLT Complaints Manager for further investigation.

How much will this procedure cost you?

This service is free of charge to policyholders.

Date of Preparation

This FSG was prepared on 8 June 2011