



# OFF-ROAD RIDER INSURANCE

Combined Product Disclosure  
Statement and Policy Wording



Make your dream a reality.

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## SERVICE

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

- email: [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au)
- telephone customer service: 1300 794 454
- write to: Yamaha Motor Insurance, 489-493 Victoria Street Wetherill Park, NSW, 2164
- visit: [ymia.com.au](http://ymia.com.au)
- call claims: 1300 652 936

# 1. ABOUT THIS DOCUMENT

## IMPORTANT INFORMATION

In this document, the Insurer, HDI Global Specialty SE acting through its Australian branch, HDI Global Specialty SE – Australia ABN 58 129 395 544, Australian financial services licence (AFSL) number 458776 (the Insurer) acting through their agent, Yamaha Motor Insurance Australia Pty. Ltd. ABN 48 603 882 980 AFSL 497198 (YMI) is referred to as “We”, “Us”, and “Our”.

Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy section below headed “Definitions”.

This Product Disclosure Statement (PDS) was prepared on 3rd of April 2026, and tells You about Yamaha Off Road Rider Insurance to help You decide if the cover is right for You and whether to buy Our insurance.

This PDS also contains:

1. information about key benefits, risks, costs and significant features of this insurance;
2. important information about Your rights and obligations such as the duty of disclosure and cooling off period and complaint procedures

Any advice provided in this document is general only and does not take into account Your individual circumstances.

It is up to you to choose the cover you need. Because We do not advise You on whether the Policy is specifically appropriate for Your objective, financial situation or needs, You should carefully read it, and any other documentation We send You such as Your Certificate of Insurance to determine if the cover is appropriate for You. Keep them in a safe place for future reference.

Information in this PDS might change. If the change is adverse then we will issue a supplementary PDS or a new PDS at renewal. You can get an up to date paper copy of all updates (whether adverse or not) by contacting us.

## ABOUT THE INSURER

The Insurer of this Policy is HDI Global Specialty SE – Australia with its registered address at Level 19, 20 Martin Place, Sydney, NSW 2000 Australia. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”).

HDI Global Specialty SE is registered in Germany, with its registered office at HDI-Platz 1, 30659 Hannover, Germany with registration number HRB211924 and is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit [insurancecode.org.au](http://insurancecode.org.au).

## ABOUT YAMAHA AND ITS SERVICES

YMI, with its registered address at 489-493 Victoria Street Wetherill Park NSW 2164 has been given a binding authority by the Insurer which allows YMI to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so YMI acts for the Insurer not You. YMI’s AFSL authorises it to provide these services and YMI is providing these services under its own AFSL. Any general advice provided by YMI in relation to this insurance is authorised and provided under its AFSL.

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

## **UNDERSTANDING YOUR INSURANCE**

So, that You understand exactly what Your insurance covers and does not cover, make sure You read the cover sections as well as the limits (including excesses), conditions and exclusions that apply. Certain words have defined meanings, which You need to understand. Also read the exclusions and limitations which apply to certain covers and the general exclusions which apply to all covers. Other limitations, conditions or exclusions may be listed in other documents which make up the Policy.

## **COOLING OFF PERIOD**

If You change your mind about Your Policy and You have not made a claim, You can cancel it within 21 days of the start or renewal date and We will give You a full refund of any premiums paid. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling-off period, please contact YMI.

You can also cancel Your Policy outside the cooling-off period, see the 'Cancelling Your policy' section below.

## **QUALITY GUARANTEED**

If We choose and instruct a repairer to repair Your Motorcycle, We guarantee the quality of those repairs for as long as You are the owner of the Motorcycle, subject to and in accordance with relevant laws.

This guarantee only extends to repairs that have been authorised and managed by Us. In the event of a claim on the guarantee, We would need to confirm that the fault resulted from the repairs that We authorised and not from another cause. For entitlement to any repairs under this guarantee, You must first allow Us to inspect the Motorcycle and arrange for additional repairs that We agree with You are necessary.

## 2. A SUMMARY OF YOUR COVER

Please note that this is a limited summary of the available cover only and is not a full description.

Cover outlined below is subject to terms, conditions, exclusions and limitations that may not be listed in this summary. Accordingly, You should read the cover sections and the Policy Wording to properly understand the cover provided.

You need to ensure that the cover is suitable for Your needs.

### WHAT COVER CAN YOU APPLY FOR?

There is one (1) type of cover that you can apply for:

**Fire & Theft** - provides You with cover for loss or damage to Your Motorcycle caused only by Fire, Theft and Transit Damage only.

Additional Benefits also apply and are described under the Policy Coverage section of this document.

Individual and aggregate limits may apply to additional benefits.

### WE PROVIDE COVER ON AN MARKET VALUE BASIS FOR LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

Where We cover You for loss of or damage to Your Motorcycle, We agree to cover Your Motorcycle up to a certain maximum amount.

**Market Value** - is where We agree to pay You up to the amount We determine the market would reasonably pay for Your Motorcycle immediately prior to the Incident. We consider the condition, age, make, model and kilometres travelled immediately prior to the Incident and may consider industry publications to help determine the amount. The amount does not include any warranty costs, stamp duty or allowance for dealer profit.

Additional Cover benefits are independent to the Market Value or Agreed Value amounts and are limited to the amount specified for each particular benefit.

Note: Cover on Your Motorcycle includes standard equipment for the particular make and model of Your Motorcycle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on Your Certificate of Insurance.

### ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT

If You have bought a Brand-new Yamaha-Branded Motorcycle and have purchased this Off Road Rider Policy within the first Seven (7) Days of Ownership

- You get twelve (12) months New-replacement on Your Brand-New Yamaha Branded Motorcycle under the Replacement Motorcycles Benefit
- At the end of the REPLACEMENT MOTORCYCLE BENEFIT, the Policy will automatically convert to operate on a Market Value basis.

See Policy Coverage, Additional Benefits section for full conditions.

## 3. THINGS YOU SHOULD DO WHEN PURCHASING INSURANCE

### APPLYING FOR COVER

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

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

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

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

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

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

### DETERMINING YOUR PREMIUM

When You buy Your insurance, We tell You the premium You must pay and show it on Your Certificate of Insurance.

To determine Your premium, We consider factors such as:

- the cover You want;
- the Motorcycle You want to insure, including the make and model of the insured Motorcycle;
- the place where the Motorcycle is usually located;
- the age of the insured person and any drivers You have told Us about;
- Optional cover You request;
- the limits and Excess(es) that will apply;
- previous claims history of the insured person and any drivers You have told Us about; and
- whether You are paying by instalments or not.

Your Premium also includes an administration fee and any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

We will reward You with a NCB for Your good driving and good insurance history.

We will determine if You qualify for a NCB discount and if You do, we will notify You of Your NCB rating level and the NCB discount that will apply to You.

We determine Your NCB rating level (as set out below) when You take out a new policy and upon each renewal of Your Policy based on:

- i. the number of consecutive years you have been riding a Motorcycle; and
- ii. whether You have had any at-fault Motorcycle related claims.

#### Our NCB ratings work as follows:

NCB 1	40% discount	The NCB rating 1 discount will apply if You have been riding consecutively for 3-years or more without an at fault claim
NCB 2	30% discount	The NCB rating 2 discount will apply if You have been riding consecutively for 2-years or more without an at fault claim
NCB 3	20% discount	The NCB rating 3 discount will apply if You have been riding consecutively for 1-year or more without an at fault claim

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

### PAYING YOUR PREMIUM BY INSTALMENTS

If Your premium is payable in instalments, this will increase the amount of premium that You must pay. We will let you know the total amount payable when you apply for your cover and it will be shown on your policy schedule and You must continue to pay the instalments to maintain cover.

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

If You are paying by instalments and We agree to renew Your Policy, We will deduct the instalments for the new Policy from Your previously nominated account unless You tell Us otherwise.

If an instalment is not paid, We will try to deduct the overdue amount 7 days after it was first due. If the attempt to deduct the outstanding amount fails, then we will send you a notice in writing regarding your non-payment.

If Your instalment remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

We will send You a second notice advising you of Cancellation, and cancellation will be effective 14 days from the date on the notice.

We may deduct from any claim payment, any unpaid premium or instalment of premium owing.

## **PAYING BY DIRECT DEBIT**

You can choose to pay your premium annually or in instalments by direct debit. Check with your financial institution whether your account allows direct debits.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Policy Schedule is a NSW public holiday or bank holiday, we'll debit your account on the next business day.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due to allow us to process the change in time.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

## **YOUR DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION**

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to take reasonable care not to make a misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your

knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like us to explain it to you, please get in touch with us and we will explain this to you.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case.

If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your contract or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that you be honest and specific in Your responses.

If Your failure to tell Us is fraudulent, We will refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

## **4. THINGS YOU MUST DO AFTER PURCHASING INSURANCE**

### **KEEP YOUR MOTORCYCLE IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECTED**

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

## KEEP PROOF OF OWNERSHIP AND VALUE

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

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

## CHANGES TO YOUR CIRCUMSTANCES

You must immediately tell Us about changes to the information You gave Us when You took out or last changed Your Policy, including:

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

Failure to notify us of changes could result in a failure to pay your claim.

When You tell Us about a change or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. If

You request any change to cover (for example, You choose to add a cover option) and We agree to the change, We will issue a new Certificate of Insurance and ask You for any additional premium.

If an additional premium is required, the change to Your cover will only become effective when:

- if You are paying in instalments, any remaining instalments have been adjusted to reflect the additional premium, or
- You have paid the additional premium by the due date We give to You.
- If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the most recent contact details You provided to Us. If We don't receive payment of the additional premium owed, the change will not be effective.

If You request any change to cover and We don't agree to the change, then We will make reasonable efforts to contact You using the most recent contact details You provided to Us to let You know.

## MEETING YOUR OTHER OBLIGATIONS

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



## 5. INSURING YOUR MOTORCYCLE

### WHAT IS YOUR MOTORCYCLE?

For the purpose of the Policy Your Motorcycle means the Motorcycle shown on Your Certificate of Insurance, including all standard fitted Accessories and Modifications (that have been noted on Your policy).

### WHAT IS AN EXCESS?

An Excess is an amount or amounts You must contribute or pay for each claim accepted by Us under the Policy

#### Basic Excess

The Basic Excess is the standard Excess applicable to all Riders claims and is specified in the Certificate of Insurance.

#### Additional Age Excess

The additional age Excess is based on the age of the Rider at the time of the Incident giving rise to a claim and will be applied to any Rider 21 Years of age or younger.

#### Theft Excess

Theft Excess is the amount You must pay in the event Your Motorcycle is stolen. If a Theft Excess applies, the amount will be shown on Your Certificate of Insurance. The Theft Excess applies in addition to the Basic Excess and any other applicable excess for the claim.

### THE GOODS AND SERVICES TAX (GST) AND YOUR INSURANCE

#### Information You must give to Us

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

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

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

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

### GST AND CLAIMS

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

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

### IF YOU HAVE BORROWED MONEY TO BUY YOUR MOTORCYCLE

If a credit provider is shown as having an interest in Your Motorcycle on Your Certificate of Insurance and, We agree to settle a claim on a cash basis, We have the option of making this payment to the credit provider in full or part settlement of Your claim.

In this situation We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your Finance Contract (as advised by Your credit provider) and if applicable, pay You the remaining balance.

Where any Motorcycle is subject to Finance Contract and such interest is noted on the Certificate of Insurance, payment in respect of any loss or damage covered under this Policy will be made to such Interested Party whose receipt will discharge Us completely in relation to the loss or damage.

You must take the necessary steps which We require to remove any security interest in Your Motorcycle after Your Finance Contract has been discharged.

## IF YOUR MOTORCYCLE IS A TOTAL LOSS

In the event that the Additional Cover benefit of Replacement Motorcycle applies, your claim will be settled on that basis.

If there has been a Total Loss settlement made by Us, Your Motorcycle will become Our property, and We will keep the proceeds of any salvage.

If We agree to pay Your claim for a Total Loss, We will pay You the Market Value or Purchase Price (whichever is the lesser) shown on Your Certificate of Insurance, minus any Excess(es) that may apply. Once We have done this, then the Policy will come to an end, and You will no longer have any cover. This means You will not be entitled to make any further claim under this Policy and-:

- where the premium has been paid in full for the Period of Insurance there will be no refund of any premium; or
- where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

If We replace Your Motorcycle instead of paying Your claim for a Total Loss, You will need to take out a new policy to cover the replacement motorcycle.

The total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.



## 6. MAKING A CLAIM

### WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

#### Provide proof of ownership

In the event of a claim, You must provide adequate proof of value, proof of purchase and/or ownership of any insured property for which You make a claim.

#### Notify Us of all Incidents within thirty (30) calendar days

You should notify Us of any Incidents involving the Motorcycle within thirty (30) calendar days of becoming aware of the Incident/s. The details that must be provided include: the location, date and time of the Incident; the particulars (name, address, phone number, licence number, insurance company) of any Third Party that was involved in the Incident; and a description of the circumstances surrounding the Incident. These requirements apply whether You intend to claim or not. Failure to do so may prejudice You in lodging a claim or may prejudice Us in defending a claim against You from a Third Party.

If an Incident occurs the following list will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly.

#### First You should:

- take all reasonable steps to secure Your Motorcycle to prevent further loss, damage or liability;
- report the Incident to the police or other relevant authority (We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss);
- tell the police if the Incident involves Theft, attempted Theft, Malicious Acts, injury or impact; and
- call Us as soon as possible on 1300 652 936 or email Us: [claims@ymia.com.au](mailto:claims@ymia.com.au)

#### You must never, without Our prior written consent:

- unreasonably admit guilt, fault or liability (except where required by law);
- unreasonably admit guilt
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- incur any costs or expenses without Our written consent, in respect of any right or claim which may be the subject of a claim by You against Us under this Policy; and/or
- dispose of any damaged property.

#### We will also require You to:

- supply Us with all relevant information We reasonably require to settle or defend the claim;
- provide Us with the proof that We require regarding lost or damaged items;
- help Us manage the claim, which may include Us
- inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to inspect them or assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- send Us any communication You receive relating to the claim (including telling Us of pending court proceedings or offers of settlement);
- help Us as We work to negotiate, defend or settle any claim made under the Policy and to exercise for Our benefit Your legal right of recovery against any other party;
- tell Us about any other insurance that may be relevant to the claim.

### COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for loss or damage to Your Motorcycle, We may (acting reasonably) require You to authorise the cost of dismantling, so We can assess Your claim and/or decide if it is valid. We may refuse to assess or pay Your claim if You do not agree to this.

If We determine that the claimed loss or damage is covered, We will settle Your claim in accordance with the terms and conditions of the Policy.

However, We will never pay more than the relevant Market Value or Purchase Price (whichever is the lesser) limit specified in this document or on Your Certificate of Insurance, less any applicable Excess(es).

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

## HOW DO WE SETTLE A COVERED CLAIM?

If Your Motorcycle or another item is covered under the Policy We will at Our discretion, subject to policy conditions:

- repair Your Motorcycle or relevant item;
- pay You the reasonable cost of repairing Your Motorcycle or relevant item; or
- replace your Motorcycle in the event of Total Loss when the Replacement Motorcycle Benefit applies, subject to the conditions of that benefit;
- pay You up to the Market Value of Your Motorcycle in the event of Total Loss, when the replacement Motorcycle Benefit does not apply

However, We will never pay more than the applicable limit(s) specified in this document or on Your Certificate of Insurance, less any applicable Excess and outstanding premium payments.

If your Motorcycle is a Total Loss and in the event that the Additional Cover benefit of Replacement Motorcycle applies, **your claim will be settled on that basis.**

You must pay Your Excess to Us, or to any repairer We engage to repair Your Motorcycle. We will advise you at the time of Claim lodgement how you need to pay your excess. If We pay You a cash settlement for your claim, We will deduct Your Excess from the amount We pay.

If We accept Your claim and Your Motorcycle is **less than five (5) years old** from date of first registration:

We will pay for repairs based on replacing damaged parts on a new for old basis (up to Market Value). Where possible We will use the manufacturer's genuine parts.

If We accept Your claim and Your Motorcycle is **more than five (5) years old** from date of first registration:

- We will pay for repairs based on the cost to repair Your Motorcycle to as near as possible to its appearance and condition immediately prior to the claimed loss or damage
- Parts used in repairing Your Motorcycle by may be manufactured by persons other than the original manufacturer and will be compatible with the age and condition of Your Motorcycle
- If the repairs to Your Motorcycle will put it in a better condition than what it was prior to the damage, You may be required to contribute to the cost of repairs.

## REPAIRING YOUR MOTORCYCLE

In the event of a claim We may (acting reasonably) ask You to get one (1) quotation from a Motorcycle repairer whom

We may nominate. We may also decide which repairer is to repair Your Motorcycle.

If We choose and instruct a repairer to repair Your Motorcycle,, We will guarantee the quality of workmanship and materials on authorised repairs, including any sublet repairs, for the life of Your Motorcycle at no extra cost to You, while the Motorcycle is owned by You.

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

## WHEN WE MAY REFUSE A CLAIM

We may (acting reasonably) refuse a claim to the extent permitted by law if amongst other things:

You:

- are not truthful;
- have not given Us, or refuse to give full and complete details; or
- have not told Us something You should have;
- do not at all times take reasonable care to prevent the Theft of the Motorcycle;
- fail to protect Your Motorcycle against any initial or further loss or damage or keep Your Motorcycle in good order;

You without Our knowledge and consent:

- make or accept any offer or payment, or in any other way admit You are liable;
- settle or attempt to settle any claim;
- defend any claim;
- approve any towing, salvage or storage.

## OUR RIGHTS OF RECOVERY AND SUBROGATION

We:

- have the right to recover the amount of any claim paid under the Policy from the person who caused You to suffer loss or damage or to defend You if it is alleged that You caused loss or damage to someone else;
- have full discretion in the conduct, settlement or defence of any claim in Your name; and
- may take over the defence of Your liability and defend, negotiate or settle the liability as We see fit and We may appoint Our own lawyers to act for You. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

You:

- must take reasonable steps to help Us even after We have paid Your claim, including making further written statements and providing documents We consider relevant;
- must attend Court to give evidence if reasonably required by Us; and
- must notify Us as soon as reasonably possible of any Incidents, demands, notices or Court documents You receive relating to an Accident that resulted in, or could result in, a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay.

## 7. HOW WE RESOLVE YOUR COMPLAINTS

### INTERNAL DISPUTE RESOLUTION PROCESS (IDR)

#### What to do if you have a complaint?

If you have any concerns or complaints about how your claim has been handled, you may in the first instance contact the responsible claims handlers at:

- Telephone: 1300 794 454
- Mail: Locked Bag 79, Wetherill Park NSW, 2164
- Email: [complaints@ymia.com.au](mailto:complaints@ymia.com.au)

#### To allow us to consider your complaint the following information needs to be provided (where available):

- Name, address, email and telephone number of the policyholder;
- Policy number, claim number and product type;
- Name and address of the insurance intermediary through whom the policy was obtained;
- Reasons why you are dissatisfied and an explanation of the situation that led to the complaint; and
- Copies of any supporting documentation you believe may assist us in addressing your complaint appropriately.

#### How we will handle your complaint?

We or HDI Global Specialty aim to acknowledge receipt of your complaint by either telephone, email, social media channels or letter within 1 business day and advise the name and contact of the employee assigned to liaise with you.

We or HDI Global Specialty will respond to your complaint in writing within 30 calendar days of first being notified of the complaint, provided we or HDI Global Specialty have all the necessary information and have completed any necessary enquiries and/or investigations.

We or HDI Global Specialty will keep you informed of the progress no less than every 10 business days unless it is resolved earlier.

If we or HDI Global Specialty is unable to respond within 30 calendar days, we or HDI Global Specialty will provide you with an Internal Dispute Resolution Delay Notification outlining the reasons for the delay and your right to complain to the Australian Financial Complaints Authority ('AFCA') if you are dissatisfied.

### EXTERNAL DISPUTE RESOLUTION PROCESS

If our or HDI Global Specialty's response following the IDR process does not resolve your complaint to your satisfaction, or if we or HDI Global Specialty have not resolved your complaint within 30 business days of the date we first received your complaint, you can seek an external review via escalating the matter to the Australian Financial Complaints Authority (AFCA);

#### AFCA's contact details are:

- Phone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
- Website: [www.afca.org.au](http://www.afca.org.au)

#### What is the process?

If you choose to lodge your dispute with AFCA, they will contact us and/or the insurer and ask for a response from both parties. Response times requested by AFCA vary depending on the situation.

If AFCA advises you that their Rules do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

### PRIVACY COMPLAINTS

If You are not satisfied with Our final decision and it relates to Your privacy or We have handled Your personal information, You can contact the Office of the Australian Information Commissioner (OAIC) as outlined in section 12 of this document.

## 8. OTHER IMPORTANT MATTERS

### PERIOD OF INSURANCE

Cover is only provided under the Policy in relation to covered events causing loss, damage or liability (as applicable) which occur during the Period of Insurance shown on Your Certificate of Insurance.

### LICENSING AND USAGE OF YOUR MOTORCYCLE

Your Motorcycle must at all times be:

- operated in compliance with and within the limits of any licence or government authority, restrictions or conditions;
- used for Private Use purposes only.

This Policy is underwritten by the Insurer.

## 9. POLICY WORDING

This Policy is underwritten by the Insurer.

### OUR AGREEMENT

Your Policy is an agreement between You and Us, made up of:

- this PDS and Policy Wording;
- Your Certificate of Insurance (as updated from time to time); and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary PDS issued by Us.

The following cover type applies if You have paid the applicable premium and it is shown as covered on Your Certificate of Insurance. All cover is subject to the terms, conditions, limits and exclusions of Your Policy.

# 10. POLICY COVERAGE

## COVER: FIRE AND THEFT

WHAT WE PAY		WHAT WE DO NOT PAY
COVER PROVIDED	ADDITIONAL BENEFITS	
<p>If, during the Period of Insurance Your Motorcycle is partially damaged as a result of Theft or Fire, We will at Our option either:</p> <ul style="list-style-type: none"> <li>• repair Your Motorcycle, or</li> <li>• pay You the cost of repairing Your Motorcycle.</li> </ul> <p>If, during the Period of Insurance Your Motorcycle is deemed by Us to be a Total Loss as a result of Theft or Fire, We will, (at Our option):</p> <ul style="list-style-type: none"> <li>• Replace the Motorcycle (if this falls under our Replacement Motorcycle Benefit); or</li> <li>• Pay you the Market value of Your Motorcycle, less any applicable Excesses</li> </ul> <p>If, during the Period of Insurance, Your Motorcycle is stolen and found damaged, or is damaged by Fire, We will also pay the reasonable cost of one (1) tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is \$500.00</p>	<p><b>Transit Damage cover</b></p> <p>We will pay for loss or damage to Your Motorcycle whilst it is being transported during the Period of Insurance.</p> <p>We will only pay if the loss or damage is caused by:</p> <ul style="list-style-type: none"> <li>• Fire, Flood, collision or overturning of the conveying vehicle; or</li> <li>• lightning, earthquake or explosion.</li> </ul> <p>If a claim occurs and it is not due to Fire, Flood, Lightning, Earthquake or explosion, the maximum We will pay is:</p> <ul style="list-style-type: none"> <li>• 50% to the cost of repairing Your Motorcycle; or</li> <li>• if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value or Purchase Price of Your Motorcycle, whichever is the lesser.</li> </ul> <p>We will not pay an amount under this Additional benefit for any loss or damage that occurs when Your Motorcycle is being loaded onto or unloaded from the conveying vehicle.</p> <p>If, during the Period of Insurance, Your Motorcycle is damaged whilst in Transit, We will pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety.</p> <p>The most We will pay for the cost of towing for any one claim is \$500</p>	<p><b>Acting reasonably, We will not pay for any claim arising directly or indirectly from, or in any way connected with:</b></p> <ul style="list-style-type: none"> <li>• Motorcycle Left unattended unless: <ul style="list-style-type: none"> <li>• It is in a locked Place of Storage or locked building; or</li> <li>• The steering has been locked and keys have been removed from the Motorcycle. If the steering cannot be locked, a combination of padlock supported chain or cable, or a wheel hub or disc lock, has been applied.</li> </ul> <p>This exclusion applies to claims for the Theft of Your Motorcycle only. Theft of Your Motorcycle will not be covered if the Place of Storage of Your Motorcycle is parked in the street overnight.</p> </li> <li>• the cost of repairing damage Your Motorcycle had sustained prior to an incident which results in a claim;</li> <li>• the cost of repairing faulty workmanship or incomplete repairs previously carried out on Your Motorcycle prior to an incident which results in a claim, unless You are claiming under the terms of Our repair guarantee;</li> <li>• wear and tear, depreciation or corrosion;</li> <li>• You being unable to use Your Motorcycle, including the cost of hiring a Motorcycle/vehicle;</li> <li>• mechanical, structural, electronic or electrical failure;</li> <li>• any repairs to Your Motorcycle that have been carried out without Our permission;</li> <li>• the failure to properly safeguard Your Motorcycle after it was stolen and found;</li> <li>• loss or damage deliberately caused by You or a person using Your Motorcycle with Your permission, a person acting on Your instructions or on the instructions of a person using Your Motorcycle with Your permission;</li> <li>• the legal seizure of Your Motorcycle;</li> <li>• war, warlike activities, civil disturbance, nuclear waste or any nuclear material;</li> <li>• a person using Your Motorcycle with Your permission, stealing, absconding or otherwise misappropriating Your Motorcycle;</li> <li>• loss or damage that occurs whilst Your Motorcycle is in the care, custody or control of a licenced Motorcycle dealer for sale;</li> <li>• loss or damage to any clothing or protective wear that may be damaged as a result of a Fire or if they are stolen;</li> <li>• loss or damage caused by a person acting with Your express or implied consent or others in charge of Your Motorcycle.</li> </ul>

## COVER: FIRE AND THEFT

WHAT WE PAY		WHAT WE DO NOT PAY
COVER PROVIDED	ADDITIONAL BENEFITS	
<p><b>12 month replacement</b></p> <p><b>REPLACEMENT MOTOR CYCLE BENEFIT: TWELVE (12) MONTHS REPLACEMENT ON YAMAHA BRANDED MOTORCYCLES</b></p> <p>This benefit only applies if the incident is a result of Fire or Theft, and your Yamaha-Branded Motorcycle has been declared a Total Loss and:</p> <ul style="list-style-type: none"> <li>Your Yamaha Branded Motorcycle was purchased brand-new; and</li> <li>You have taken out Yamaha Off Road Rider Insurance to insure your Motorcycle within 7 days of purchasing the Motorcycle as new; and</li> <li>You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle until the Total Loss.</li> </ul> <p>If Your Yamaha Branded Motorcycle is declared by Us to be a Total Loss within twelve (12) months of its purchase date, We will ,replace it with a new Yamaha Branded Motorcycle of the same make, model or series, subject to availability.;</p> <p>In the event that we are unable to replace your Yamaha Branded Motorcycle with the same make, model or series, we will pay to You as a cash-settlement, the original invoice purchase price .</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> <li>after twelve (12) months from the Yamaha Branded Motorcycle's original purchase date;</li> <li>where Your Yamaha Branded Motorcycle has been sold; or</li> <li>Your policy is cancelled.</li> </ul>	<p><b>Accidental Damage cover</b></p> <p>If, during the Period of Insurance Your Motorcycle is Accidentally damaged, We will at Our option either:</p> <ul style="list-style-type: none"> <li>contribute 50% to the cost of repairing Your Motorcycle; or</li> <li>pay You 50% of the cost of repairing Your Motorcycle, or</li> <li>if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value or the Purchase Price of Your Motorcycle, whichever is the lesser.</li> </ul> <p>The maximum amount We will pay under this Additional Benefit is 50% of the Market Value or Purchase Price of Your Motorcycle, whichever is the lesser.</p> <p><b>Emergency Towing</b></p> <p>If during the Period of Insurance Your Motorcycle is partially damaged or a Total Loss, as a result of Theft or Fire covered by this Policy and cannot be ridden, we will also pay up to \$500 per claim for the reasonable cost of towing Your Motorcycle to the nearest repairer or place of safety. No excess applies to this benefit.</p>	<p><b>Acting reasonably, We will not pay for any claim arising directly or indirectly from, or in any way connected with:</b></p> <ul style="list-style-type: none"> <li>locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the motorcycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that We will pay in relation to any such part will be the lesser of: <ul style="list-style-type: none"> <li>the manufacturer's most recent Australian list price;</li> <li>the list price of the closest equivalent part available in Australia; and</li> <li>the actual cost of having a new part made in Australia.</li> </ul> </li> <li>contamination by chemical and/or biological agents, which results from an act of Terrorism.</li> <li>Any acts of Terrorism</li> <li>Your Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.</li> </ul> <p><b>RIDER EXCLUSIONS</b></p> <p><b>Acting reasonably, We will not pay for any claim where at the time of the incident resulting in the claim the Rider or the person in charge of Your Motorcycle:</b></p> <ul style="list-style-type: none"> <li>was under the influence of alcohol or drugs, including the non-prescribed use of pharmaceutical medications;</li> <li>had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;</li> <li>refused to take a test for alcohol or drug content;</li> <li>failed to comply with all obligations that by law he/she is required to comply with following an incident that may result in a claim;</li> <li>was carrying a load or towing a trailer or side car illegally or in an unsafe condition or more than the maximum weight specified by the manufacturer of Your Motorcycle;</li> <li>was using Your Motorcycle for an illegal purpose;</li> <li>is/was not truthful in any statement made about a claim;</li> <li>did not within a reasonable time make a report to Police when he or she suspected that the Motorcycle or items attached to the Motorcycle have been stolen;</li> <li>failed to report the loss or damage to the Police or to remain at an Accident scene long enough for interested persons to attend.</li> </ul>

## 11. GENERAL CONDITIONS

There are conditions set out in this General conditions section. If any of these conditions are not met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel Your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by Your Policy, or claiming under it, must also comply with these conditions.

### MODIFYING YOUR MOTORCYCLE

You must tell Us if You modify Your Motorcycle from the manufacturer's original specifications. If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may (acting reasonably) alter the terms and conditions of the Policy and this may involve the payment of an additional premium. Alternatively, We may cancel the Policy or decide not to offer renewal.

If You, or someone covered under Your Policy, don't meet these conditions or make a fraudulent claim We may:

- Refuse to pay Your claim or reduce what We pay for Your claim
- Cancel Your Policy.

### ASSISTANCE AND CO-OPERATION

You must provide reasonable assistance to Us, including:

- providing Us with relevant information and documents, such as proof of purchase or repair quotes, if needed;
- telling Us promptly if you have been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- being truthful and frank at all times;
- making Your Motorcycle available for Us to inspect or examine;
- taking Your Motorcycle, or allowing Us to take it, to a place We require;
- attending one or more interviews about the claim if we ask You to; and/or
- responding to Our requests in a timely manner.

At all times You must refrain from behaving in a way that is improper, hostile or threatening towards Us, Our representatives, repairers or third parties involved in an incident.

If You do not co-operate in any of these ways, it may delay Your claim, or We may reduce or refuse to pay Your claim.

### OTHER INSURANCE

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Boat or Your liability arising from the use of the Boat as described in the Policy, then We reserve the right to seek contribution from any other insurer(s). If You are aware of such other insurance, You are required to notify Us. You must also provide Us with all reasonable information and reasonable assistance in the recovery of Our ratable proportion of such loss or damage.

## 12. DEFINITIONS

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

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

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

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

**ATV** means an All-Terrain Vehicle and includes single seater ATVs, and Two, three or Four-Seater Side-By-Side Vehicles (SSV's) and Recreational Off-Road Vehicles (ROVs)

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

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

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

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

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

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

**Incident** means an Insured Event covered under Your Policy.

**Insurer** means HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776).

**Local Time** Means the Time Zone of Your residential address as stated on Your Certificate Of Insurance.

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

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

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

**No Claim Bonus (NCB)** means a discount that may be applied to Your Premium if You meet certain NCB criteria as set out in the Policy. If the NCB discount is applicable, it will be applied when You first take out and when You renew Your Policy.

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

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

**Place of Storage** means the place where the insured Motorcycle is normally kept.

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

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

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

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

**Sum Insured** means the Market Value This is the maximum amount We will pay in relation to the relevant item(s) unless the Replacement Motorcycle benefit applies.

**Terrorism** means any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

**Theft** means the taking of another person's property without that person's permission or consent with the intent to deprive the rightful owner of it.

**Total Loss** means when Your insured property is damaged to the extent that We decide it is not economical or safe to repair, or it is stolen and not recovered. When Your Motorcycle is a total loss and we have paid out the sum insured or replaced Your Motorcycle, Our obligations under the policy have been met and this insurance Policy ends.

If You purchase another motorcycle or We provide You with a replacement motorcycle, You will need to take out a new insurance policy commencing at the time of purchase or replacement and pay the applicable premium.

**Unregistered** means that the Motorcycle is not Registered.

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

**Yamaha Branded Motorcycles** means Motorcycles manufactured by Yamaha.

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



## 13. OUR OBLIGATIONS TO YOU

### RENEWING THE POLICY

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

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

If You pay by instalments and You:

- renew Your Policy, We will continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit; or
- do not want to renew Your Policy, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

### COOLING OFF PERIOD

If You decide that Your insurance cover does not meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. You will receive a full refund of any premiums paid Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

### CANCELLING YOUR INSURANCE

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You. We will refund any premium You have paid, less an amount that covers the period for which You were insured, any government or statutory charges We are not able to recover and a cancellation fee of thirty dollars (\$30.00) plus GST, unless there has been a Total Loss in which case there is no premium refund. If any refund is less than the cancellation fee, no refund will be made.

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

### CONFIRMING TRANSACTIONS

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

### LATE ANNUAL PAYMENTS

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

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

### OVERDUE INSTALMENTS

If You pay Your premium by instalments it will be shown on Your Certificate of Insurance. If Your direct debit details change You must tell Us no later than seven (7) days before Your next instalment is due.

If an instalment is not paid, We will try to deduct the overdue amount 7 days after it was first due. If the attempt to deduct the outstanding amount fails, then we will send you a notice in writing regarding your non-payment.

If Your instalment remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.

We will send You a second notice advising you of Cancellation, and cancellation will be effective 14 days from the date on the notice.

## SANCTIONS

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/ or regulations governing the Policy and/ or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the Policy.

## HOW WE PROTECT YOUR PRIVACY

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

Further information about Our Privacy Policies is available at:

- For HDI Global Specialty at [www.hdi-specialty.com](http://www.hdi-specialty.com) and
- For YMI at [yamaha-motor.com.au](http://yamaha-motor.com.au) or by contacting YMI at [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au) or on 1300 794 454.

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

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

## WHY WE COLLECT YOUR PERSONAL INFORMATION

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

- underwrite and administer Your insurance cover and You with other products and/or services;
- advise You about and determine what other service or products We can provide to You, or;
- that may interest You;
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with a Policy, managing claims, claims investigation, handling and settlement;

- maintain and improve Our services and products;
- comply with our legal obligations; and
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

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

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

## HOW WE COLLECT YOUR PERSONAL INFORMATION

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

We collect it directly from You or Your agent.

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

This may include:

- Our authorised representatives;
- other insurers;
- Our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- Our distributors or referrers, agents or related companies;
- service providers;
- other parties involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of HDI Global Specialty, personal information provided to them by YMI or vice versa.

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

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

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

## **TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION**

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

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Our agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- collecting houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

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

You can contact YMI or HDI Global Specialty for details or refer to the HDI Global Specialty Privacy Policy or the YMI Privacy Policy available at Our respective websites [www.ymia.com.au](http://www.ymia.com.au) or [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy)

## **MORE INFORMATION, ACCESS, CORRECTION OR PRIVACY COMPLAINTS**

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

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

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the HDI Global Specialty or YMI Privacy Policies.

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

## **CONSENT**

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

## CONTACT US AND OPTING OUT

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

### YMI:

- by phone: 1300 794 454
- by email: [customerservice@ymia.com.au](mailto:customerservice@ymia.com.au)
- writing: Locked Bag 79, Wetherill Park. NSW 1851

### HDI Global Specialty:

- by email: [au.privacy@hdi.global](mailto:au.privacy@hdi.global)
- writing: Privacy Manager,  
HDI Global Specialty SE – Australia  
Level 19, 20 Martin Place,  
Sydney NSW 2000

## UPDATING THIS PDS

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

If you are not satisfied with any change to this PDS You can cancel the Policy by calling Us. If You cancel this Policy, the Cancellation process outlined in this PDS will apply.

## 14. OTHER IMPORTANT INFORMATION

### FURTHER INFORMATION ABOUT REMUNERATION

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

### THE FINANCIAL CLAIMS SCHEME

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

## 15. CLAIM PAYMENT EXAMPLES

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

### Example 1: Total Loss

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

We decide Your Motorcycle is a Total Loss.

#### HOW MUCH WE PAY

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

Your Motorcycle will become Our property, and We will keep the proceeds of any salvage.

### Example 2: Accidental Damage

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

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

#### HOW MUCH WE PAY

Damage to Motorcycle	\$10,000 (50% of \$20,000 (Market Value))
Less Excess	-\$500
Total Claim	\$9,500



**Yamaha Motor Insurance Australia Pty. Ltd.**

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