



Policy Disclosure Statement

**Ryno Bike Insurance**  
The enthusiast's choice



Thank you for choosing to insure with Ryno Insurance Services - the enthusiast's choice, an enthusiast specific division of East West Insurance Brokers Pty Ltd established in 1984.

This product is a tailored insurance cover specifically designed to suit the needs of every serious motor enthusiast and underwritten by Calliden Limited, an Australian licensed and regulated insurer specialising in affinity schemes for the Australian market.

If you would like to learn more about Ryno Insurance Services or East West Insurance Brokers we can be contacted on 1300 650 670 or through our website. To learn more about Calliden Limited, they may be contacted on (02) 9551 1111 or through their website.

We trust that our product meets your needs and lifestyle and until we speak next we wish you happy and safe motoring with the assurance of tailored insurance coverage designed for your unique lifestyle.

### For more information go to:

[www.rynoinsurance.com.au](http://www.rynoinsurance.com.au)  
[www.eastwestinsurance.com.au](http://www.eastwestinsurance.com.au)  
[www.calliden.com.au](http://www.calliden.com.au)

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Thank you for choosing to insure through Ryno Insurance Services, a company owned and operated by enthusiasts for enthusiasts who have a passion for everything on wheels.

At Ryno Insurance Services we recognise that enthusiasts differ in attitude towards the ownership and use of their prized possession. Accordingly we have developed an innovative insurance product which can be tailored to your individual requirements.

This Product Disclosure Statement and Policy Wording has been written in plain English for easy reference and use, however, if you need any clarification of what you are and aren't covered for please contact one of our friendly consultants.

No insurance policy covers absolutely everything and in the following document we explain what is and isn't covered and your obligations under this policy. Always read the Product Disclosure Statement in conjunction with the Policy Wording to ensure that you have the level of cover you require.

This document is divided into different sections which highlight each segment of the policy. Using the index will allow you to quickly find the relevant section.

## **Product Disclosure Statement**

This Product Disclosure Statement (PDS) contains important information about the Ryno Insurance Services Policy. The intent of this document is to assist you in deciding whether this insurance policy meets your needs. We always recommend that you should read the PDS in conjunction with the Policy Wording.

This PDS is dated 01.09.2006 (ref: RYNv10906)

## **The Insurer**

The insurer of this Policy and issuer of this PDS is:

Calliden Limited ABN 43 110 186 224  
Level 3, Building B, 207 Pacific Highway  
St Leonards NSW 2065  
Ph: (02) 9551 1111

Calliden Limited (Calliden) ABN 43 110 186 224, is a public company incorporated in Australia. It is authorised under the Australian Insurance Act 1973 (Cth) to conduct insurance business in Australia. That Act establishes a system of financial supervision of general insurers in Australia. As an authorised insurer, Calliden is regulated by the Australian Prudential Regulation Authority.

Calliden is also regulated under the Corporations Act 2001 and is the holder of an Australian Financial Services Licence (AFS Licence No 284889) issued pursuant to that Act. As a holder of an AFS Licence, Calliden is regulated by the Australian Securities and Investments Commission (ASIC).

Calliden specialises in developing tailored insurance solutions, in partnership with intermediaries, for affinity groups and associations in the Australian SME sector.

## **The Agent**

East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services arranges policies for and on behalf of Calliden Limited ABN 43 110 186 224. Ryno Insurance Services is a wholly Australian owned and operated subsidiary of East West Insurance Brokers Pty Ltd ABN 83 010 630 092. Australian Financial Services Licence (AFS Licence No 230041).

Ryno Insurance Services when offering insurance products acts under a binding authority given to it by the insurer to administer and issue policies, alterations, renewals and settle claims. In all aspects of this policy Ryno Insurance Services acts as an agent for the insurer and not for you.

## Contacting Ryno Insurance Services

Call us: 1300 650 670  
Fax us: (07) 3344 2448  
Email us: admin@rynoinsurance.com.au  
Website: www.rynoinsurance.com.au  
Postal: P O Box 239, Coopers Plains Qld 4108  
Visit us: 19 Rosedale St, Coopers Plains Qld 4108  
Broker: Through your appointed insurance broker.

## Duty of Disclosure

### What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### Who needs to tell us?

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

### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Failure to comply with your Duty of Disclosure, especially concerning your riding/driving history, including speeding fines, could severely affect the result of any subsequent claim made on the policy and could lead to the claim being declined.

## Benefits

The Ryno Insurance Services policy offers two levels of cover. The cover you choose will be shown on your policy schedule.

## 1. Comprehensive Cover

This policy provides specific tailored benefits for the drivers/riders of motor vehicles and motorcycles against fire, flood, theft, malicious damage, accident and a range of other events.

We agree to insure your vehicle and in the event of a claim make an appropriate decision as to whether to repair, replace or settle the claim up to the agreed value shown on your schedule.

If your vehicle is less than 2 years old, we will provide a new replacement vehicle in the event of a total loss, if the vehicle has been insured with us from new. If the vehicle has been insured elsewhere we will only replace it with a new vehicle in the case of a total loss if it is 12 months old or less.

### Other Benefits

- ✓ Reasonable Towing and Storage costs are included
- ✓ Cost of return of vehicle after repairs is included if the repair location is more than 100 kms from your home
- ✓ Your choice of repairer
- ✓ Lifetime guarantee for repairs
- ✓ Cover for accessories declared to and agreed by us
- ✓ Hire vehicle in the event of theft (applies to daily use vehicle) of up to \$1500 in total for 14 days
- ✓ Travel and accommodation in the case of an emergency up to \$500 if you are more than 100kms from home
- ✓ Personal Belongings are covered up to \$800 per claim or \$1600 per policy period
- ✓ One windshield claim per year is excess free
- ✓ Payment by instalments
- ✓ Cover for your Riding Apparel, \$3000 limit for rider and \$1500 for your pillion passenger up to \$1000 per item after the occurrence of a defined event covered by this policy (applies to motorcycles only)
- ✓ Cover for legal liability for damage to other people's property arising out of the use of the vehicle as covered by Third Party Property Damage cover is included (apart from the uninsured motorist benefit)

### Your No Claim Discount

- ✓ After 2 claim free years, whilst on rating 1/65% you will receive a protected rating
- ✓ We will waive the excess and not reduce your no Claims Discount bonus where you suffer loss or damage caused by a third party and you can identify them

- ✓ Additional vehicles receive the same discount as existing vehicles

### **Optional Benefits**

- ✓ Finance gap up to 75% of the difference between your agreed value and your finance payout
- ✓ Seasonal Cover available for reduced premium if you only drive/ride your vehicle in certain months of the year
- ✓ Laid Up cover available for reduced premium if your vehicle is in storage or being restored
- ✓ Limited Use cover available for reduced premium
- ✓ Club and concessional registration cover available
- ✓ Vehicle Collection cover available
- ✓ Cover for any race, hill climb event, pacemaking or reliability trial where such event is licenced by CAMS or other body and we agree to provide you cover for use of your vehicle on any temporary or permanent race track if done under a CAMS licence
- ✓ Hire Vehicle in the event of accidental damage or fire of \$40 per day up to \$600 in total until repairs to your vehicle are completed

## **2. Third Party Property Damage**

This policy covers legal liability for damage to other people's property in the event of a claim, caused by your vehicle up to \$20,000,000 including legal costs.

This policy also provides an uninsured motorist benefit if you do not have Comprehensive Cover which covers you for damage to your vehicle up to \$3,000 if the accident is not your fault and you can provide details of the driver at fault.

This Third Party Property Damage policy is limited and does not cover certain circumstances including:

- damage to your property, vehicle or other property belonging to you, a member of your family or anyone who normally lives with you.
- amounts payable under a workers compensation or compulsory third party scheme
- see the policy wording for a full list of exclusions

## Uninsured Risks and Exclusions

### Exclusions

The policy will not provide insurance cover under certain circumstances. For example, we will not cover claims for loss or damage or liability arising from your vehicle or substitute vehicle being used illegally or for unlawful purposes. Full details of the exclusions appear in the policy wording. You should read the policy wording and make yourself aware of all the exclusions that apply.

#### **There is no cover provided under this policy if:**

- \* the driver/rider is under the age of 20 unless you tell us and we agree
- \* the driver/rider has had a licence for less than 2 years or, in the case of motorcycles, less than 2 years' riding experience on a similar motorcycle
- \* the driver/rider is not the holder of the appropriate current licence (unless you were unaware of this)
- \* the driver/rider was under the influence of drugs or alcohol
- \* the vehicle was being used for an unlawful purpose
- \* the vehicle is parked overnight at your home location and not regularly secured in a lock up garage where this was a condition of cover, unless agreed to in writing by us
- \* the vehicle was being used for business purposes, unless agreed to by us
- \* the vehicle was being used on a race track apart from supervised driver training under qualified instruction
- \* the vehicle is un-roadworthy or illegally modified
- \* security devices are disabled or not used where required
- \* the driver/rider or you commit any intentional or deliberate acts
- \* a claim arises out of acts of terrorism, war, nuclear material
- \* there is a claim for loss of use or consequential loss
- \* damage claimed was caused to tyres by braking, cuts, bursts or punctures

### Conditions

You must meet certain conditions for your insurance cover to apply. For example, you must pay the premium. Conditions of cover are shown in the policy wording. You should make yourself aware of all the conditions that apply by reading the policy wording.

### Limits of cover

Our liability is limited to the amount shown in the schedule that we will issue to you or as otherwise stated in the policy wording. You need to decide if the limits of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of any loss yourself.

## **Your application for insurance**

By completing the proposal form either verbally with one of our phone consultants or by sending it to us, you are applying for cover. We will assess the information that you provide us with and if acceptable to us, we will send you a policy schedule, which sets out the details of the policy, including optional extras that you have requested.

## **The amount you pay**

The amount that we charge you for this insurance is the total that we calculate when considering all of the factors which make up the risk, such as the agreed value, No Claim Discount, age of driver/rider, frequency of use, location, garaging and your driving history.

The premium that we charge also includes statutory charges such as FSL, GST, Stamp Duty and remuneration to East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services for providing this service.

## **Excess**

For some types of claims you will be required to pay an excess to make a claim under this policy. The exact amount of the excess depends on the rider and the type of claim. Full details about excess amounts and examples are described in the policy wording under 'Excess'.

## **Cooling Off Period**

Under current legislation we are required to provide you with a cooling off period of 14 days after you enter into a contract with us.

You can cancel the policy at any time by advising us in writing, by telephone or electronically that you wish to cancel it. We will refund any premium and refundable government taxes and charges paid at this time, so long as you have not lodged a claim.

## **Dispute Resolution Process**

### **What to do if you have a dispute or a complaint**

At Ryno Insurance Services and Calliden we strive to make our customers happy. However, complaints do occur and when they do we try and resolve them as quickly and easily as possible.

**You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Ryno Insurance Services, the insurance products it offers or Calliden, including:**

- Our decision on your claim
- Our handling of your claim
- The service of our authorised representatives, assessors, loss adjusters or investigators
- Your insurance policy

**Contact us**

- Call Ryno Insurance Services on 1300 650 670 and we will try and resolve your complaint straight away. If we can not, we may ask you to put your complaint in writing.
- You can also write to Calliden at:

Email: [customerservice@calliden.com.au](mailto:customerservice@calliden.com.au),  
Fax: 02 9551 1155  
Address: Level 3, Building B,  
207 Pacific Highway, St Leonards NSW 2065

**How we resolve your complaint**

- Actioning of your complaint will be by an authorised staff member. If they are unable to resolve your complaint, the staff member will refer the matter to their manager for immediate attention.
- Should your complaint still be unresolved, the manager will refer you to our internal disputes handling department.
- The internal disputes handling department will acknowledge your complaint within 2 business days of receipt and will endeavour to resolve your complaint within a further 13 business days. They will advise you in writing of the outcome.

**If your complaint is still unresolved**

If we cannot resolve your complaint with Calliden within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Insurance Ombudsman Service (IOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies. For more information call 1300 780 808 or visit [www.insuranceombudsman.com.au](http://www.insuranceombudsman.com.au)

## **Privacy statement**

Ryno Insurance Services and Calliden are committed to protecting the privacy of the personal information you provide to us. Any personal information you give us will be treated in accordance with the Privacy Act 1988.

Ryno Insurance Services and Calliden require personal information about you to assess your request for insurance and to administer your policy, and also to notify you about other Ryno Insurance Services or Calliden services or promotions from time to time.

Unless we are required by law to provide personal information to others, your personal information will only be seen or used by:

- our own staff and contracted staff;
- claims adjusters, lawyers and others appointed by us or on behalf of us for claims handling purposes; and
- our reinsurers and reinsurance brokers (which may include persons or entities located outside Australia)

By submitting your personal information to us, you agree to us using and disclosing your personal information as outlined in this Privacy Statement. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you do not provide the information requested, your insurance proposal may not be accepted, or we may not be able to administer your policy, or you may breach your Duty of Disclosure, the consequences of which are set out in the Duty of Disclosure section of this document.

You can request access to the personal information we hold about you and, where necessary, you can notify Ryno Insurance Services or Calliden in writing of changes so we can ensure that the information we hold about you is accurate, complete and up-to-date.

From time to time, Ryno Insurance Services or Calliden may use your name and contact details to send you or your firm offers or information regarding our insurance services or promotions that may be of interest to you. Please let us know if you no longer wish to receive this information.

For further details of Calliden's Privacy Policy or to request access to or correct your personal information, please contact the Privacy Officer at Calliden on 02 9551 1111 or by e-mail to [privacy@calliden.com.au](mailto:privacy@calliden.com.au) or by letter addressed to the Privacy Officer, Calliden Limited, PO BOX 144, St Leonards, NSW 1590.

Calliden's Privacy Policy may also be viewed on Calliden's website [www.calliden.com.au](http://www.calliden.com.au).

For further details of Ryno Insurance Services's Privacy Policy or to request access to or correct your personal information, please call Ryno Insurance Services on 1300 650 670 or visit us at 19 Rosedale St, Coopers Plains QLD 4108 or write to us at PO BOX 239 Coopers Plains QLD 4108 or email to [privacy@rynoinsurance.com.au](mailto:privacy@rynoinsurance.com.au).

## **GST**

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or is attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are liable to pay an excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the excess.

# Section 1: Customer Information: About our Agreement

## **Our Agreement with you**

Once we receive your completed proposal and payment and accept this by issuing a Policy Schedule, we agree to insure you during the period of insurance as shown in the policy schedule and in accordance with the terms of this policy.

This policy is a contract between you (the insured) and us East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services, acting on behalf Calliden Limited (the insurer).

## **About us and the insurer.**

The insurer of this product is:

### **Calliden Limited**

Level 3, Building B, 207 Pacific Highway  
St Leonards NSW 2000  
Ph: (02) 9551 1111

## **The Insurer's Agent is:**

East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services which acts as an authorised representative for the insurer and acts under a binding agreement given to it by the insurer. Ryno Insurance Services will be effecting the insurance as an agent of the insurer and not as your agent.

## **About Ryno Insurance Services**

Ryno Insurance Services arranges the Ryno Insurance policy for and on behalf of Calliden. Ryno Insurance Services is a wholly Australian owned and operated subsidiary of East West Insurance Brokers Pty Ltd ABN 83 010 630 092. Australian Financial Services (AFS Licence No. 230041).

## **Contacting Ryno Insurance Services about our products:**

Call us: 1300 650 670  
Fax us: (07) 3344 2448  
Email us: [admin@rynoinsurance.com.au](mailto:admin@rynoinsurance.com.au)  
Website: [www.rynoinsurance.com.au](http://www.rynoinsurance.com.au)  
Postal: P O Box 239, Coopers Plains Qld 4108  
Visit us: 19 Rosedale St, Coopers Plains Qld 4108

## **Contacting the Insurer**

### **You may contact Calliden in any of the following ways:**

- By telephone on 02 9551 1111
- By writing to us at Calliden Limited,  
PO BOX 144, St Leonards, NSW 1590.
- By email through our website [www.calliden.com.au](http://www.calliden.com.au).

## **Don't Prevent Our Rights of Recovery**

We have the right to recover from any person who is liable to compensate you for any loss, damage or liability that could be attributed to this policy. We have the sole right in the conduct, defence or settlement of any claim.

If you prevent us from seeking compensation from a liable person, we will not provide you with any cover in relation to the loss, damage or liability.

## Section 2: Comprehensive Cover – What you are Covered For

If you have selected comprehensive cover and this is shown on your policy schedule we will at our option repair, replace or pay for the loss of and/or damage to your vehicle when it is:

- accidentally damaged; or
- stolen; or
- burnt; or
- damaged by any other event not excluded by this policy

anywhere within the Commonwealth of Australia during the period of insurance.

We will not pay for anything excluded by this policy.

We may refuse to pay a claim if you do not comply with the conditions of this policy.

We will also pay for :

### **Towing**

We will pay the reasonable costs to have your vehicle retrieved from the scene of an accident when it cannot be safely driven/riden and delivered to your choice of repairer.

We will also pay the reasonable costs of the storage of the vehicle whilst at the repairers or any other designated place as approved by us in writing, once you have lodged your claim.

We will not pay:

- ✘ more than the reasonable cost of towing and storage

### **Returning your vehicle to you**

We will arrange to return your vehicle to you after repairs have been completed, or we may compensate you for the reasonable costs involved in travelling to pick up your vehicle.

We will not pay:

- ✘ if the repairer is located within 100km of your place of work or home

## **Repairs**

Under the Ryno Insurance policy, you may choose your own repairer, but before repairs commence you must:

- obtain our agreement in writing
- make your vehicle or damaged items available for inspection
- provide any and all information at our request for receipts, valuations, proof of ownership, registration details
- promptly provide all correspondence received in connection with the event
- provide any and all information requested and provide cooperation to the best of your ability

We may, at our option, arrange for a comparison quote for the damage. If this is necessary, it will be at our expense.

## **Lifetime Repair Guarantee**

Once repairs are completed and you are satisfied with the standard and finish of the rectification work, we will guarantee the repairs for the lifetime of your vehicle, even if you sell the vehicle.

## **Replacement Parts**

Your vehicle will be repaired using either new parts or parts consistent with the age and condition of your vehicle.

## **Accessories**

### **We will pay for:**

- ✓ If you have advised us of accessories fitted to your vehicle, they will also be covered for repair and/or replacement in the event of a claim. At our discretion we will repair, replace or compensate you the amount that it would reasonably cost us to replace the item with one of a similar age and condition.

We will always try to match items and materials to the original if possible. Where this is not possible we reserve the right to use materials and items as

close to the original as possible.

**We will not pay for:**

We will not pay for any items that were:

- ✘ not originally fitted to your vehicle; and
- ✘ that you have not advised us about; and
- ✘ are not shown on your policy document.

**Agreed Value**

- ✓ We agree on the value of your vehicle in consultation with you. This includes any modifications and accessories nominated and reflects any improvement work to the vehicle.

**We will not pay for:**

- ✘ more than the agreed value shown on your schedule

**Modifications**

- ✓ If you have advised us of any modifications to your vehicle and we have agreed to cover such, they will also be covered for repair and/or replacement in the event of a claim. At our discretion we will repair, replace or compensate you the amount that it would reasonably cost us to replace the item with one of a similar age and condition.

We will always try to match items and materials to the original if possible. Where this is not possible we reserve the right to use materials and items as close to the original as possible.

**We will not pay for any items that were:**

- ✘ not originally fitted to your vehicle; and
- ✘ that you have not advised us about; and
- ✘ are not shown on your policy document;
- ✘ are illegal for fitment to your vehicle in your state or territory.

## Section 3: Optional and Additional Benefits

As Ryno Insurance Services policies are flexible to suit the needs and requirements of each driver/rider, there are a number of optional and additional benefits which can be purchased or that may apply to your policy.

Your Policy Schedule will show the options that you currently have.

### **Hire Vehicle after Theft**

- ✓ Where your vehicle is noted on your schedule as being used for daily or regular use, we will reimburse you the cost of hiring a similar vehicle for up to 14 days after the theft of your vehicle.

We will not pay:

- ✗ for any running costs of a hired vehicle
- ✗ more than \$1500 for the cost of the hire vehicle
- ✗ for more than a period of 14 days

For any costs incurred 24 hours after:

- ✗ your vehicle is recovered undamaged; or
- ✗ repairs have been completed; and/or

### **Hire Vehicle after Accidental Damage**

If you have requested this benefit and your vehicle is noted on your schedule as being used for daily or regular use, we will reimburse you the cost of hiring a similar vehicle for up to 14 days after:

- accidental damage; or
- fire damage; or
- damage by any other event not excluded by this policy to your vehicle.

We will not pay:

- ✗ For any running costs of a hire vehicle including fuel
- ✗ For any costs incurred 24 hours after repairs have been completed
- ✗ More than \$600 in total for the cost of the hire vehicle
- ✗ More than \$40 per day for the cost of the hire vehicle

You must pay the deposit for the hire vehicle. If you withdraw your claim or we do not accept your claim you may have to refund us the cost of the hire vehicle.

This extension is subject to all other terms, conditions, limitations and exclusions of the Policy.

IN THE EVENT THAT A HIRE VEHICLE IS REQUIRED AND YOUR POLICY SCHEDULE SHOWS THE INCLUSION OF THIS BENEFIT, PLEASE CONTACT US TO ACCESS OUR REDUCED RATE VEHICLE HIRE PARTNERS.

### **Riding Apparel - Applies to motorcycles only**

Motorcycling by its nature involves extra costs associated with the replacement of leathers, gloves, jackets and helmets in the event of the following;

- An accident on your motorcycle
- Fire
- Theft of items by forcible or violent attempts
- Theft of your motorcycle

Forcible or violent attempts at theft means there must be evidence that a person has stolen or attempted to steal items with an object other than a key.

- ✓ We will pay you for loss or damage to your items of apparel designed for the specific usage of riding a motorcycle, such as: Helmets, Riding Boots, Leather Jackets and Pants, Gloves and any other items specific to motorcycle usage worn by the rider or pillion.
- ✓ You may retain damaged items covered under this section.

We will not pay:

- ✗ more than \$3,000 for rider apparel
- ✗ more than \$1,500 for pillion apparel
- ✗ more than \$1,000 per item, unless nominated on your schedule
- ✗ for items that are not specific motorcycle riding apparel

### **Personal Effects**

We will pay you for loss or damage to your personal effects, belonging to you or your passengers in the event of the following:

- ✓ An accident on/with your vehicle

- ✓ Fire
- ✓ Theft of items by forcible or violent attempts
- ✓ Theft of your vehicle

Forcible or violent attempts at theft means there must be evidence that a person has stolen or attempted to steal items with an object other than a key.

We will not pay for:

- \* more than \$800 in total for personal items
- \* loss of cash or negotiable instruments
- \* items owned by you solely for business use
- \* items left unsecured, or in the open
- \* more than \$1,600 in total for all personal effects during any one policy period
- \* any items used for business use

### **Emergency Accommodation**

If you have an accident or a loss covered under this policy or are participating in a designated club run and incur a mechanical breakdown making your vehicle unable to be driven/ridden and you are more than 100km from your home, we provide the following benefit:

- ✓ the cost of reasonable accommodation for one night

We will not pay:

- \* if you are less than 100km from home
- \* more than \$500
- \* for charges or costs not incurred by you

### **Completion of journey**

If you have an accident or loss covered under this policy and are more than 100km from home, we provide the following benefits:

- ✓ the cost of returning home
- ✓ the cost of completing your journey

**We will not pay:**

- \* if you are less than 100km from home
- \* more than \$500
- ° for charges or costs not reasonably incurred by you

## Replacing, recoding and/or re-keying locks

- ✓ If, as the result of an insured event your vehicle requires locks to be replaced, recoded or re-keyed we will pay up to \$1,000 in the policy period.

## Seasonal Cover

If you elect and we show on your schedule 'Seasonal Cover Use', this means you have elected to "lay up" your vehicle for the number of months requested and shown on your schedule. You can select up to 5 months when your vehicle will not be driven/ridden.

Seasonal Cover allows you to use your vehicle under full comprehensive cover conditions for the months you elect. For the remaining months the cover reverts to Laid Up Cover, which covers your vehicle for fire, theft, transporting, flood and malicious damage to your vehicle. For the months you have elected to Lay Up your vehicle, it must not be driven/ridden on the road under its own power.

**IF YOU DRIVE/RIDE YOUR VEHICLE ON THE ROAD UNDER ITS OWN POWER – YOU WILL BE UNINSURED.**

We will not pay for

- ✗ any accident, damage or legal liability in connection with driving/riding your vehicle under its own power whilst in your nominated laid up periods
- ✗ any claim where the vehicle was kept in an unlocked garage, unless agreed to in writing by us.

## Laid Up Cover

Laid Up Cover is designed for vehicles under restoration or storage. Laid Up cover is a limited cover for:

- ✓ Fire
- ✓ Theft
- ✓ Malicious Damage
- ✓ Transporting your vehicle (but not under it's own power)

We will only cover your vehicle where your vehicle is:

- ✓ kept in your home, locked garage or residence
- ✓ at a garage, workshop or related place of business undergoing work,

- restoration or storage
- ✓ at a club event
- ✓ being loaded/unloaded for transport purposes

We will not pay for:

- \* any accident, damage or legal liability in connection with driving/riding your vehicle under its own power
- \* any vehicle or parts not kept in a locked garage, unless agreed to by us in writing
- IF YOU DRIVE/RIDE YOUR VEHICLE ON THE ROAD UNDER ITS OWN POWER – YOU WILL BE UNINSURED
- \* The windshield benefit is not applicable to this cover.

### **Club and Concessional Registration**

If you are a member of a registered enthusiast club and obtain concessional or club registration for your vehicle, we will offer reduced premium rates on your concessionally registered vehicle/s.

We will not pay for:

- \* any claim where you have not informed us of a change from concessional registration to full registration. (see Keeping Us Informed in the General Conditions)
- \* any claim where you have not complied with the relevant government transport department's laws, rules and/or regulations in your state or territory in regard to the usage and limitations of use of the registration type.

### **Club Racing Extension**

If you have requested this extension and it is shown on your schedule that we have agreed to provide the cover, we will pay for loss or damage to your vehicle whilst being driven or ridden in the following circumstances:

- in any race, hill climb event, pacemaking or reliability trial where such event is an event licensed by the Confederation of Australian Motor Sport (CAMS) or any other body as agreed by us in writing;
- you may use your vehicle on any temporary or permanent racetrack or testing ground inclusive of surrounding land, if such use is carried out under the issuance of a licence for such event by CAMS or any other body as agreed to by us in writing.

You must pay an additional excess of \$500 for each and every claim made under this endorsement.

We will not pay for:

- ✘ more than the agreed value shown on your schedule; or \$20,000; whichever the lesser.
- ✘ loss or damage to other people's property or supplementary bodily injury as a result of an event occurring whilst you are using your vehicle for any race, hill climb event, pacemaking or reliability where such event is an event licenced by the Confederation of Australian Motor Sport (CAMS) or any other body as agreed by us in writing.

A Race Track or Testing Ground means:

an open (but temporarily closed to the public) road, whether permanent or temporary, sealed or unsealed which is used as a competition track or testing ground for the purpose of racing, testing, demonstration or time trials. This extension is subject to all other terms, conditions, limitations and exclusions of the Policy.

## Limited Use Options

We recognise that many owners do not wish to drive/ride their vehicle on a daily basis. Accordingly we offer premium discounts for reduced usage. In the calculation of this discount we may ask various questions to determine your eligibility such as driving/riding patterns and kilometres traveled. If we offer a reduced usage discount and you agree to such by the payment of your premium, you agree to inform us if this substantially changes.

We class Limited Use as one of the following - either:

- Limited Use for usage of up to 8,000km per year or;
- Extreme Limited Use for usage of up to 4,000km per year.

If we are advised of a substantial change in your usage of your vehicle, you may have to pay an additional premium.

## Learner Drivers

We will cover any learner driver driving your vehicle whilst holding an appropriate learner driver permit, driving under the instruction from a fully licenced driver. Any age excess will be based on the experienced driver unless riding a motorcycle when the age excess is based on the rider.

## Excess

Your schedule shows excesses, which can apply in the event of certain claims. We will advise you in the event of a claim which excesses are applicable.

All excesses on this policy are cumulative.

### Basic Excess

The Basic Excess is a general excess which applies to all claims where we deem you to be substantially responsible, at fault or where a recovery cannot be made against the responsible party. For example you cannot provide us with the name and address of the responsible party. The Excess amount will be shown on your schedule.

### Age/Inexperienced Excess for Nominated Drivers/Riders

If you make a claim for an accident where the driver/rider at the time of the incident was under the age of 25 years, this excess will apply in addition to the Basic Excess. In the case of motorcycles this excess is also applicable to any rider who has held the appropriate class of licence for a period of less than two years. The Excess amount in addition to the Basic Excess is \$400.

### Age/Inexperienced Excess for Drivers/Riders Not Nominated

If you make a claim for an accident where the driver/rider at the time of the incident was under the age of 25 years but older than 20 years and was not nominated on the policy as a driver or rider, this excess will apply in addition to the Basic Excess. In the case of motorcycles this excess is also applicable to any rider who has held the appropriate class of licence for a period of less than two years. The Excess amount in addition to the Basic Excess is \$1500.

**If your policy schedule is noted for restricted drivers (as shown on your schedule) this benefit is not applicable and drivers under the age of 25 are not covered for use.**

### Restricted Drivers

On some classes of vehicles/motorcycle or where you have chosen to restrict drivers/riders for a premium discount on your policy, it is a requirement that all drivers/riders who are likely to drive/ride the vehicle must be nominated on the schedule to be covered. **In these circumstances this will be shown on your policy schedule and the Undeclared Driver option is not applicable.** If an undeclared driver/rider uses your vehicle you will not be insured.

## Theft Excess

On certain policies we impose a Theft Excess which is applicable in the event of theft or attempted theft. **If this excess applies it will be shown on your policy schedule.** This excess is in addition to any Basic Excess shown on your policy.

The Theft Excess does not apply if an activated and approved (by Ryno Insurance Services) anti theft system is fitted and functional. For details of approved systems, please contact Ryno Insurance Services. The Theft Excess will only be waived if we are notified of the fitting of an approved security system and it was agreed to in writing by us. We may also request proof of fitment and functionality.

## Club Racing Excess

Where this Optional Benefit Extension Is shown on your schedule, an excess of \$500 will apply in addition to all other applicable excesses.

## When you do not have to pay an excess

We agree to waive any excess if:

- the driver/rider at the time of the accident did not contribute to the cause of the accident, and;
- you can provide us with the name, address, registration and licence numbers of the other parties and vehicles involved.

The Age Excess will not apply for the following claim types:

- Theft and attempted theft
- Malicious damage
- Windshield claims
- Damage whilst parked
- Fire or water damage

## In the event of a total loss claim

If your vehicle is damaged so badly that it is not economically viable to repair it, we will declare your vehicle a total loss and pay you the agreed value as shown on your schedule minus any excess which may be applicable.

If you pay by instalments, we will subtract any unpaid instalments from the pay out amount.

If your vehicle is subject to a finance agreement, we will first pay out your finance contract and send you the balance.

After paying out a total loss settlement, your contract with us is completed and you are not entitled to any refund of premium.

## **Salvage**

If your vehicle, at the time of the insured event was under the age of 30 years, we will retain the salvage.

If the vehicle is under 30 years of age and you would like to retain the salvage, you have automatic first option to purchase the wreck at its market value.

If your vehicle is 30 years old or more, you retain the salvage at your option.

## **Replacement Vehicle after total loss in first 2 years of registration**

### **We will pay to replace your vehicle if:**

- ✓ a total loss occurs within the first 2 years of the date your vehicle was originally registered, and has been insured under the Ryno Insurance Services policy since new; and
- ✓ you would like us to replace the vehicle; and
- ✓ any finance company, involved with the total loss vehicle gives its permission for it to be replaced

We will replace your vehicle with a new vehicle of the same manufacturer and model. If this model is no longer available, we will source at your request a similar model including the accessories and optional extras fitted.

### **We will also pay for the following costs associated with the replacement vehicle:**

- ✓ dealer delivery charges; and
- ✓ statutory charges; and
- ✓ compulsory third party insurance; and
- ✓ the first 12 months' registration costs.

### **We will not pay for:**

If your vehicle has not been insured under the Ryno Insurance Services policy since new, we will only extend the replacement vehicle benefit to a vehicle that becomes a total loss within 12 months from original purchase date.

When your vehicle is a total loss and you are entitled to a refund of unexpired registration costs and compulsory third party insurance, we will not pay for the full costs of 12 months' registration and compulsory third party property damage. It is your responsibility to advise us of refund amounts and we may ask for proof of these refund amounts.

## Garaging

In some circumstances we may advise that as a condition of cover, a vehicle must be garaged securely overnight. **If this is a requirement it will be shown on your policy schedule.**

We define a vehicle as garaged where it is regularly kept overnight in a secure locked garage of four solid walls and a locking door/s.

In the case of motorcycles:

- ✘ YOU ARE NOT INSURED IF YOUR MOTORCYCLE IS PARKED REGULARLY ON THE STREET OR IN COMMUNAL BASEMENT GARAGES OR LOCKED CAGES.

IF YOUR SITUATION CHANGES DURING THE PERIOD OF INSURANCE AND YOUR VEHICLE/MOTORCYCLE WILL NO LONGER BE KEPT IN A LOCKED GARAGE, PLEASE CONTACT US IMMEDIATELY.

## No Claims Discount

A No Claims Discount (NCD) is an entitlement given to a person for a demonstrated claim free driving/riding history.

Ryno Insurance Services will honour the NCD from another insurer when you start insurance with us. Clients will also earn a NCD on our policy for each policy period up to the maximum of 65% or rating 1 equivalent.

After a period of two years whilst on rating 1/ 65% with no incurred at fault claims, we will reward good drivers/riders by protecting their rating 1 for life. This means that any subsequent at fault claims will not affect your NCD rating.

For drivers/riders insuring with Ryno Insurance Services who are already entitled to a protected rating from their existing insurer, we will transfer this entitlement.

When calculating your premium we take into account your NCD entitlement, however if you have been uninsured or insured through a company scheme or otherwise we will take this into account along with your general driving/riding experience.

## Proof of No Claims Discount

If you are insuring with Ryno Insurance Services from another insurer, we will ask you for proof of your current No Claims Discount entitlement.

## Making a claim and your NCD

### Protected Rating

If your schedule currently shows that you are entitled to a rating 1 for life, your NCD will not be affected by any claim in a policy period.

### Not at Fault Claims

If you have an accident or claim which is not your fault and we have agreed it is not your fault, and you provide us with the details of all other parties and registration numbers, when we renew your policy we will not reduce your NCD entitlement.

You must also render us all possible assistance to recover against the person responsible for the accident.

### Other claim types

If during the previous policy period, you have made a claim where you were at fault or where we have been unable to make a recovery on your behalf (a 'penalty claim'), upon renewal we will reduce your NCD entitlement for each claim made. The amount that we may reduce your NCD by is detailed below.

Your Current NCD	Following 1 Penalty Claim	Following more than 1 Penalty Claim
Protected	Protected	Protected
65%	45%	Nil
55%	25%	Nil
45%	Nil	Nil
Nil	Nil	Nil

For any reduction in NCD, a surcharge in your premium will be applied upon renewal.

## **Windshield Claims**

We do not apply any excess to the first windshield claim per policy period.

For any subsequent claims in the same period, we will apply the Basic Excess.

We do not reduce your NCD entitlement for windshield claims. See the Definitions section for what we class as windshields.

## **Additional Benefits**

### **Vehicle Changeover**

If you sell your vehicle and buy a replacement vehicle, we agree to insure your replacement vehicle automatically for a period of up to 14 days from the date of purchase.

We will continue to insure your new vehicle after 14 days from the date of purchase if:

- ✓ you give us full details of the vehicle; and
- ✓ you pay any additional premium that we may request; and
- ✓ we agree to insure your vehicle.

As a replacement vehicle is a new risk to be insured we reserve the right to change any applicable excesses until accepted and confirmed in writing by us.

We will not pay:

- ✗ for more than the market value of the replacement vehicle
- ✗ for more than the agreed value shown on your current schedule
- ✗ more than the amount you paid for the vehicle, or \$300,000, whichever is the lesser

### **Tools and Spare Parts**

We will pay for loss or damage to tools and spare parts, which are kept on or inside your vehicle caused by:

- ✓ Theft or malicious damage
- ✓ Fire
- ✓ Flood
- ✓ An accident involving your vehicle

We will not pay for:

- ✘ more than \$300 for loss or damage to tools
- ✘ loss or damage to business related equipment
- ✘ theft not as a result of forcible or violent acts by another party

### **Finance Gap Cover**

Finance Gap Cover is an optional extra on your policy and must be shown on your schedule. For this option an extra premium is payable.

Following a total loss claim, if your finance pay out exceeds the sum insured shown on your schedule, we will pay up to 75% of the difference between your agreed value and your finance payout.

### **We will not pay**

- ✘ for more than 75% of the difference:
- ✘ on this benefit where you have not insured your vehicle for at least 85% of its market value; and

for any payment arrears on your finance contract or any financed amount which does not reflect the actual market value of the vehicle.

### **Vehicle Collection Option**

Where you own a collection of vehicles, you can elect to insure them all for Comprehensive Cover and limit the number of vehicle that can be driven/riden at the one time.

The number of vehicles you elect to drive/ride at the one time will determine the premium discount applicable.

The number you elect to insure under the Collection Option will be shown on your schedule.

We will not pay for:

- ✘ any accident, loss, damage or liability under this benefit where the number of vehicles involved in an incident exceeds the number on your schedule
- ✘ where the driver/rider has not been declared to us (Restricted Driver Policy)

## Maritime Law

If your vehicle is being transported by sea within Australia and you are liable under Maritime Law, we will cover you for liability for both general average and salvage charges, which are mentioned below:

General Average – means that if the ship's captain has to sacrifice some of the cargo in order to save the vessel, the owners of the remaining cargo must contribute towards the losses suffered by the owners of the sacrificed cargo.

Salvage Charges – are the costs incurred in the recovery of a disabled ship.

We will not pay:

- ✘ for more than the agreed value

## Driver/Rider Training

Ryno Insurance Services is an active supporter of driver/rider education and training.

We extend your coverage to include your participation in driver/rider training courses designed to improve your awareness and skills on public roads or specific driver/rider training venues only where a qualified instructor is present.

Before engaging in any training, we suggest to contact us, to discuss your intentions and where appropriate we will approve and note your policy accordingly.

We will not pay for loss or damage occurring when your vehicle is:

- ✘ being used for any driver/rider training or driver/rider instruction day on a designated driver/rider facility, racetrack or course, or similar unless a qualified instructor is present.
- ✘ driven/ridden or used in a CAMS or motorsport governed event unless your schedule shows you are covered by the Club Racing Extension or you have notified us of your intention to use your vehicle in this manner, and we have agreed to cover such in writing, including the imposition of any extra premium required or excess.

# Section 4: Third Party Property Damage

This section of the policy applies to persons taking:

- Third Party Property Damage only
- Comprehensive Cover

## **We will cover your legal liability for:**

- ✓ loss or damage to other people's property and;
- ✓ supplementary bodily injury;  
caused by your vehicle as a result of an insured event occurring during the period of insurance within the Commonwealth of Australia

For the purposes of this section of the policy 'your vehicle' includes:

- ✓ a trailer connected to your vehicle
- ✓ a substitute vehicle, if your vehicle is off the road for repairs

We will pay any legal costs and expenses that you incur in relation to a legal liability covered by this section, provided we agree to them in writing before they are incurred.

## **We extend your cover to include liability arising from:**

- ✓ goods carried on or falling from your vehicle
- ✓ any passenger alighting or disembarking from your vehicle
- ✓ another driver/rider using your vehicle with your consent and complying with policy conditions

## **We will not pay:**

- ✗ where the event is covered by a statutory or compulsory insurance scheme
- ✗ where the event is covered by a compensation scheme or fund
- ✗ if legal liability would have been covered, if you had insured your vehicle, registered your vehicle or otherwise complied with a statutory insurance scheme
- ✗ legal liability caused by an intentional act caused by you or by someone with your knowledge or consent
- ✗ for damage to property owned or controlled by you or by any member of your family or any one who normally lives with you
- ✗ for damage to property owned or controlled by a nominated driver or any one authorised by you to drive/ride your vehicle

- ✘ as a result of discharge or escape of contaminants, pollutants or other dangerous goods from your vehicle unless they are substances you are legally allowed to carry
- ✘ where you cause your own death or bodily injury or if you cause the death of a member of your family or someone who normally lives with you
- ✘ where the liability arises because you or someone you authorised to drive/ride agreed to accept liability
- ✘ for anything excluded by the General Exclusions
- ✘ for anything covered under the comprehensive cover section if your policy schedule shows you have selected Third Party Property Damage only

### **Maximum Payable**

The maximum payable under this benefit for damage to property and legal liability from a single or a series of events is \$20,000,000 including legal costs.

### **Uninsured Motorist Benefit**

If you have selected Third Party Property Damage cover only and are involved in an accident where you are not at fault and can provide us with the party at fault's name, address, registration and licence numbers and that party is uninsured, we will pay up to \$3,000 for repairs to your vehicle in the event of an accident or up to \$3,000 market value in the event of a total loss.

We will not pay :

- ✘ for more than the market value of your vehicle
- ✘ where you cannot provide us the details of the responsible party

This Uninsured Motorist Benefit is subject to all the terms and conditions of this policy including the terms and conditions for Comprehensive Cover. This Uninsured Motorist Benefit does not apply to you if you have selected Comprehensive cover.

## Section 5: General Exclusions - What you are not covered for

These general exclusions need to be read in conjunction with any specific exclusions under other sections of the policy.

When we will not pay.

### **Drivers/Riders**

We will not pay where your vehicle is being driven/ridden by:

- an unlicensed driver/rider, unless you can prove that you did not know the driver/rider was unlicensed
- in the case of a motorcycle, a rider with less than two years' licencing or experience on a similar class of motorcycle
- any driver/rider who has been declined or refused cover previously by us
- other drivers/riders not nominated on a Restricted Driver/Rider policy
- if you have a Restricted Driver/Rider policy this will be shown on your schedule
- a driver/rider under the age of 20 years and we have not been informed of this, but this exclusion does not apply to:
  - members of the motor trade whilst the vehicle is in their care for repairs or servicing
  - a claim if the driver/rider was found guilty of the theft or illegal use of your vehicle
  - if the vehicle is more than 30 years old.

We will not pay if at the time of the loss or damage the driver/rider:

- was under the influence of any drug or intoxicating alcohol
- was as the result of an accident, convicted of driving/riding under the influence of intoxicating alcohol or drugs
- returned a blood or breath alcohol content in excess of the prescribed maximum limit in the state or territory of the offence
- refused to submit to a test to determine the level of drugs or alcohol in the blood when requested by police

However if you can satisfy us that you had no reason to suspect that a declared driver/rider was under the influence of drugs or alcohol, we will not refuse your claim.

## **Unroadworthiness**

We will not pay a claim where:

- ✘ your vehicle was being used or driven/ridden in an unroadworthy condition

However this will not apply if you can reasonably prove that:

- you were unaware of the defect or condition; or
- the unroadworthy condition did not cause or contribute to the event

## **Deliberate and Intentional Acts**

We will not pay a claim where:

- ✘ you, or another person named on your policy schedule; or
- ✘ persons acting with your express or implied consent;
- ✘ have made, created or engineered a deliberate, intentional, malicious or illegal act designed to bring a claim under this policy.

## **Racing**

We will not pay any claim:

- ✘ where your vehicle is being used for any type of motor sport, time trial or being prepared for any motor sport or time trial
- ✘ if your vehicle is being used on a race track, circuit, course or arena
- ✘ occurring during participation in a rally (which was closed to the public), race, off road event, hill climb or reliability trial

Unless you have chosen the Club Racing extension and this is shown on your schedule.

## **Depreciation and Breakdown**

We will not pay for:

- ✘ any depreciation, wear, tear, corrosion or breakdown of your vehicle and/or any of its components; or
- ✘ failure to perform its designed task; or
- ✘ computer or computer technology, including software viruses.

## **Air Freight**

We will not pay for:

- ✘ any costs in connection with the air freight of parts used in any repair or replacement of your vehicle and/or its accessories and modifications.

## **Lawful Seizure**

We will not pay for:

- ✘ loss or damage as a result of the lawful seizure of your vehicle.

## **Loss of use**

We will not pay for:

- ✘ any loss of use or consequential loss of use of your vehicle.

## **Illegal modifications**

We will not pay for:

- ✘ damage to or loss caused by a vehicle that has been illegally modified.

## **Asbestos**

We will not pay for:

- ✘ any claim resulting directly or indirectly from or in connection with Asbestos.

## **Theft or Accident**

We will not pay for theft or damage to your vehicle as a result of lending your vehicle to another person through test-riding by or offering of the vehicle for sale to, a prospective purchaser

- ✓ However this will not apply if the occurrence was caused by the deception of another party and you have kept a legal document such as a driving licence, for the person responsible for the act.

## **Safeguarding after Theft or Accident**

We will not pay for any claim, where:

- ✘ you have not taken reasonable steps to safeguard your vehicle from theft, accidental loss or damage after your vehicle has broken down or following an accident.

## **Hire and Reward**

We will not pay a claim where:

- ✘ your vehicle is being used for conveyance of passengers for hire, fare or reward, unless agreed to by us in writing as shown on your schedule.

We do not consider:

- private pooling arrangements; or
- where your full time employer provides a travelling allowance for the use of your vehicle, as the conveyance of passengers for hire, fare or reward.

## **Motor Trade**

We will not pay a claim where:

- ✘ your vehicle is being used in connection with or for experiments, testing, trialling or demonstration in connection with the motor trade.

## **War, Riot, Civil Commotion**

We will not pay for any claim arising directly or indirectly from or in connection with:

- ✘ any war, warlike activity, riot, civil commotion, rebellion, civil war, revolution, insurrection, invasion, acts of a foreign enemy.

## **Terrorism**

We will not pay for any claim arising from:

- ✘ any act of terrorism or any action taken in the prevention, control or reaction to or against terrorism.

## **Nuclear**

We will not pay for any claim arising from:

- ✘ radioactivity or any radioactive substances or nuclear fuel, nuclear waste or nuclear materials.

## **Flammable and Chemical Carriage**

We will not pay for any claim arising from:

- ✘ the carriage of flammable, explosive, chemical or biological materials.

## **Rental Vehicles**

We will not pay for:

- ✘ any costs associated with the loan of a vehicle, the running costs of a vehicle, or costs involved in the return of a vehicle, except:
- ✓ where we cover such costs after theft, accident or damage, as detailed in Making a Claim in the General Conditions

## **Tyres**

**We will not pay for:**

- ✘ any costs for replacement or repair in connection with damage to tyres caused by brake application, cuts, punctures or bursts.

## **Other Damage**

a) We will not pay for loss or damage which is caused directly or indirectly by:

- insects, vermin or birds
- domestic animals or pets owned by you or for which you are legally responsible
- rust, corrosion, algae, mould or mildew
- any process of cleaning, repairing or restoring which involves the use of chemicals.

b) We will not pay for:

- loss, damage or liability arising from the use of your vehicle if it is unregistered contrary to the Road Traffic Act of your State or Territory
- financial loss occurring because you can not use your vehicle
- financial loss because your vehicle's value was less after being repaired.

## Section 6: Definitions

**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 organisation(s) or government (s), which from its nature or context is done for, or in connection with 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.

**Agreed Value** – means the amount that we agree to insure your vehicle for. This amount will be shown on your Policy Schedule.

**At Fault** – means that you were in the majority responsible for an insured event or where a recovery against the responsible party cannot be made.

**Business Use** – means that your vehicle is a component in you earning your income, registered to a business name and/or used in connection with your business or occupation that is:

- A courier
- A collector or deliverer of goods for reward
- A driving/riding instructor
- A hire vehicle carrying passengers for reward
- A tour operator
- Testing, trialling or demonstration in connection with the motor trade

**Emergency Repairs** – means urgent repairs, which must be made to your vehicle to make it roadworthy, safe or able to be ridden after an event or accident causing damage.

**Excess** – means the amounts shown on your current schedule that you must contribute in the event of a claim. Your excess is not payable under the conditions mentioned in the section 'Excess'.

**Finance Gap** – means the amount between the actual payout following a total loss claim and the actual amount owing to your finance provider. It does not include any overdue repayments or outstanding interest, nor any amounts refinanced into your finance contract.

**GST** – means Goods and Services Tax

**Insured event** – means accidental loss or damage covered by section 2 of the policy and not otherwise excluded. Insured events must happen during the period of insurance and be unforeseen and unintended by you.

**Modified** – means that your vehicle has alterations to the engine, drivetrain, suspension or wheels other than by the manufacturer's design.

**Motor Vehicle Club or Associations** – are organisations for enthusiasts with similar values. This does not include organisations such as RACQ, NRMA etc.

**Penalty Claim** – means an accident or claim for an insured event, where we are unable to make a recovery of the costs associated with the repair, replacement or settlement of a loss incurred by you or a third party or where you are at fault.

**Period of Insurance** – means the period of time that we agree to insure you for. The policy starts from when you request cover and we agree to provide it. The policy ends at the date specified on your current schedule at 4 pm local time.

**Premium** – means the amount that you must pay us to receive cover under this policy.

**Private Use** – means that your vehicle is registered for private use, and is used for any other purpose other than business use.

**Replacement Vehicle** – means a vehicle that you have bought to replace your existing vehicle shown on your schedule.

**Substitute Vehicle** – means a vehicle similar to your own, but has been hired or borrowed as your vehicle is off the road due to mechanical breakdown or accident.

**Supplementary Bodily Injury** – means death or bodily injury which is insurable under a statutory scheme or statutory insurance policy covering such legal liability but which does not cover the full extent of your liability at law.

We will pay the difference between the compensation insurable by the statutory scheme and the amount you are liable at law to pay.

**Total Loss** – means that your vehicle is stolen and not recovered or damaged beyond the economic value to repair it.

**Trailer** – means a vehicle designed to be towed behind your motorcycle, used for transporting goods. A trailer does not mean a caravan.

**You, Your** – means the insured persons named on your current schedule.

**Negotiable instrument** – means a legal document that represents money and is transferable from one person to the next.

**Nominated Driver/Rider** – means a driver/rider noted on your current schedule, who, we have agreed to cover driving/riding your vehicle.

**Your vehicle** – means a motorcycle or motor vehicle shown on your policy schedule, including:

- ✓ factory fitted or installed parts
- ✓ accessories and optional extras that are fitted to your vehicle or stored in your regular locked garage if specified in your policy schedule
- ✓ modifications that you have told us about and we have agreed to cover
- ✓ your replacement vehicle

**We, Us, Our** – means East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services and/or the insurer Calliden Limited.

**Windshield** – means a fixed glass or plastic windshield or protection screen mounted in front of the driver/rider.

# Section 7: General Conditions - What you must do

## Duty of Disclosure

### What you must tell us

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

### Who needs to tell us?

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

### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Failure to comply with your Duty of Disclosure, especially concerning your riding/driving history, including speeding fines, could severely affect the result of any subsequent claim made on the policy and could lead to the claim being declined.

## Instalment Policies

Where you have selected to pay by instalments, special conditions apply to your policy.

If you do not pay your premium instalment by the agreed date we will:

- In the event of a claim, not pay for any loss, damage or liability incurred, if an instalment is more than 14 days in arrears
- If an instalment is less than 14 days overdue, we are entitled to deduct the overdue amount from any claim settlement

- Cancel your policy if any premium instalment is more than 30 days in arrears
- For total loss claims, deduct all outstanding premium instalments which are unpaid from the settlement amount

You are responsible for any bank fees/charges imposed or associated with lack of sufficient funds in your account.

### **Authorised Representatives acting on behalf of the insurer**

East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services is the authorised representative of the insurer. We act with the authority of Calliden Limited and act as the insurer's agent and not yours, when dealing in all aspects of this policy.

For this service, East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services will receive a commission. East West Insurance Brokers Pty Ltd trading as Ryno Insurance Services does not guarantee any benefits payable under this contract.

### **Keeping us informed**

Your Duty of Disclosure, broadly describes the obligations of disclosure required under this contract. You need to tell us as soon as possible of any:

- Change in the usage of your vehicle
- Additional or new drivers/riders
- Change of garaging situation
- Change of registration type, such as concessional to full registration
- Modifications to your vehicle

Before we agree to renew your policy you must tell us if any driver/rider who is likely to drive/ride your vehicle including yourself has;

- had a riders/drivers licence cancelled, suspended, reduced or has been disqualified from holding a drivers' licence for any period
- had any motor accidents that they are responsible for
- had a motor vehicle/cycle damaged or stolen
- been convicted of any criminal offences

If you do not provide us with this information, within the above nominated timeframes, it can mean that any claim made under this policy may not be paid.

## **Cancellation**

### **Cancellation by you**

You can cancel your policy at any time by telling us in writing, verbally or electronically that you wish to cancel your policy.

We will subtract from any premium you have paid us, an amount to cover the period that we have already insured you for. We will then return the remaining premium including GST and other government charges where possible.

A cancellation fee may apply.

### **Cancellation by us**

We may only cancel your policy by giving written notice and where the relevant legislation allows us to do so.

We will deduct from any premium amount paid to us for the period that we have held you covered. We will then forward you a refund for the unexpired portion, we also return any GST amount and other government charges where possible.

In accordance with the law, we may also cancel your policy where:

- You failed to comply with the duty of disclosure
- You failed to pay any premium owing, including special conditions relating to instalments detailed above
- You failed to disclose a major change in the risk insured, as detailed in Keeping Us Informed above
- Misrepresented any details to us prior to entering into the contract
- Made a fraudulent claim during the policy period

If we cancel your policy we will advise you in writing and all cover will cease at the earliest time of:

- the time you advise us that the vehicle has been insured elsewhere and;
- the third or otherwise noted business day after we gave you written notice at 4.00pm.

## **Protecting your Vehicle**

In respect to any vehicle covered under this policy, you must take all reasonable and ongoing steps to protect your vehicle from loss or damage which includes any legal requirements, maintenance or safety issues that affect your vehicle and the operation of it.

## **The Law and this policy**

The relevant legislation in each State or Territory where this policy was entered into applies to this policy.

# Section 8 Claims : What to do if an accident happens and how to make a claim

## At the Scene

Do not admit liability or guilt, do not discuss responsibility with any party to the incident including witnesses and other parties involved.

Do not attempt to settle or make any offer of payment without our written consent.

It is your responsibility to take all reasonable precautions to prevent any further loss, damage or liability occurring.

## Reporting the incident to police

The laws concerning the reporting of accidents vary in each State and Territory. Generally however you need to report to the police as soon as possible the theft of or malicious damage to your vehicle or any other incident involving damage to your vehicle of more than \$500.

If there are injuries, or if any driver is under the suspected influence of drugs or alcohol, the police must be informed immediately.

## Advising Us

Having an accident can be a traumatic experience and we are here to help you through the process. The sooner you contact us, the sooner we can begin to help and get things fixed. If you call from the scene of an accident we can assist with arranging towing, recovery, emergency transport or accommodation if required to help take some of the stress from the situation.

You must advise us as soon as practicable by telephone or in writing after an accident to assist you in the claims process, providing us with full details of any accidental loss or damage or likely or alleged liability.

Before leaving the scene of an accident, we require:

- names, addresses, drivers licence numbers of all other parties involved
- registration numbers and a description of the damage to vehicles involved

- details of any injuries and witnesses to the incident
- you to keep any damaged, stolen or recovered property and make these items available to us for inspection

Unless our written consent is given, you must not repair or replace any damage to your vehicle or other damaged property other than for emergency repairs up to the value of \$500.

You must advise us of the details of any other insurance policies, which may respond to the claim.

Call us from anywhere in Australia  
for the cost of a local call on **1300 650 670**

**Agent for Insurer**

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Coopers Plains Qld 4108

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