

# **JLT DirtBike Insurance**

## **PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING**

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# Product Disclosure Statement (PDS)

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## The Purpose of this PDS

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

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

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

## The Issuer

This product is issued by Jardine Lloyd Thompson Pty Limited (JLT) (ABN 69 009 864) (AFS Licence No. 226827) of Level 17 607 Bourke Street, Melbourne, Victoria, 3000, under an authority from Thistle Underwriting Services Pty Ltd ABN 11 146 607 838, on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 (AFS Licence No: 239545).

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

**JLT** can be contacted on telephone 03 9613 1415.

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

## Definitions

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

Please refer to “Section 3 – Definitions” in the **Policy Wording** for details.

## Cooling Off Period

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

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

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

## Privacy Policy

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

For further information about **your** Privacy, refer to Section 12 of the **Policy Wording** – “Privacy Statement”

## Your Duty of Disclosure

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

### **How to apply for this Insurance.**

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

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

### **How to Make a claim**

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

### **Taxation**

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

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

### **Excesses**

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

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

- for all claims, except theft claims -\$250
- for theft claims - \$500

### **Significant Features & Benefits**

#### ***Fire, Theft & In-Transit Cover***

The **policy** provides cover up to the current **market value** (or replacement value if **your motorcycle** is less than 12 months old and **you** are the original owner) for loss and/or damage to **your motorcycle**, when in Australia while it is in transit, stored or at an **event**, which is caused by theft, fire, lightning, explosion, storm, rainwater, earthquake, and collision or overturning of the **conveyance** and/or trailer attached to that **conveyance** whilst it is transporting **your motorcycle** and impact of **your motorcycle** with an external object. For full details of this cover see Section 4 of the policy wording “What You are Covered For”.

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

### **Significant Exclusions & Conditions**

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

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

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

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

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

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

- If **you** make a fraudulent claim.

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

### **Risks of the Policy for You to Consider**

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

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

### **Cost of this Insurance**

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

The **premium we** charge is determined by the current **market value of your motorcycle** (up to \$ 50,000) and the claims experience and administrative costs of the portfolio of business.

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

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

### **Important Notes**

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

### **General Insurance Code of Practice**

For further information about the General Insurance Code of Practice, refer to Section 10 of the **Policy Wording** – “General Insurance Code of Practice”

### **Dispute Resolution**

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

### **Preparation Date**

This PDS was prepared on 6 June 2011. Other documents may form part of **our** PDS. If they do, **we** will tell **you** in the relevant document.

### **Updating this PDS**

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

### **How to Contact Us**

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

Telephone: 1300 655 931  
Facsimile: 03 9614 2353  
Email: [bikes@jlta.com.au](mailto:bikes@jlta.com.au)  
Internet: [www.jltsport.com.au/dirtbikes](http://www.jltsport.com.au/dirtbikes)

# JLT DirtBike Insurance – Policy Wording

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

**Your policy** is a contract between **you** and **us** and it is made up of the **policy wording** and the **JLT Certificate of Insurance** which will show the cover **you** have selected. The **policy** sets out what **you** are **insured** for and those circumstances where **you** will not be **insured**.

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

## Section 1 - Important Information about Your Policy

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### Your Policy

Includes **your** Product Disclosure Statement and **policy wording**, and the **JLT Certificate of Insurance** and describes the insurance contract between **you** and **us**.

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

### Please Read Your Policy

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

### Checking Your Policy

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

### Contact Details

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

Level 17, 607 Bourke Collins Street  
Melbourne VIC 3000  
Phone: (03) 9613 1415  
Fax: (03) 9614 2353

### Keeping Your Documents Safe

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

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

## Section 2 - Your Duty of Disclosure

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

### Important Conditions

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

## Section 3 - Definitions

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

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

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

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

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

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

**Garaging Address:** means:

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

**Immobilised:** means:

- (i) if the trailer is attached to a motor vehicle: the trailer is **Secured** to the motor vehicle;
- (ii) if the trailer is not attached to a motor vehicle: securing the wheel(s) of a trailer to its frame by the use of a padlock, padlock and chain or cable, wheel clamp or other professionally manufactured anti theft device.

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

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

**JLT Certificate of Insurance** means a document that in conjunction with the **policy wording** forms part of **your** insurance contract and includes an agreement number, certificate number, the Insured name (**you**), the **premium** payable and the **Period of Insurance**. It also contains information including what cover **you** have chosen to take, **your excess** and special conditions.

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

**Motorcycle:** means the **motorcycle**, or go kart specified on **your JLT Certificate of Insurance**. It includes any **accessory** attached to the **motorcycle** which is listed on **your JLT Certificate of Insurance**.

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

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

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

**Policy Wording:** means this document.

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

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

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

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

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

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

**We, Us, Our:** means **JLT** under an authority from Thistle.

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

## Section 4 - What You are Covered For

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### 4.1 Insured Events

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

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

but in each instance, subject to the exclusions and/or limitations set out under Section 5, entitled "What **you** are Not Covered For"

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

## Section 5 - What You are Not Covered For

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### 5.1 Specific Exclusions

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

- (a) actual use of **your motorcycle** including use for hire;
- (b) theft of **your motorcycle** where:

- (i) the theft was by **you** or a person acting with **your** express or implied consent;
  - (ii) when not at the **garaging address**, **your motorcycle** was not **secured** to a **fixed object** at the time of the theft;
  - (iii) when kept at the **garaging address**, **your motorcycle** was not stored within a fully locked and enclosed building and **secured** to a **fixed object** at the time of the theft;
  - (iv) when kept at the **garaging address**, the theft was by or with the express or implied consent of, persons who normally live at the **garaging address**; or
  - (v) there is no visible evidence of violent and/or forcible entry.
- (c) collision and/or overturning of the **conveyance**, and/or trailer attached to that **conveyance**, which is transporting **your motorcycle** where:
- (i) that **conveyance** was being driven in an unsafe or unroadworthy condition; and
  - (ii) that trailer was being towed illegally or in an unsafe or unroadworthy condition.
- (d) loading or unloading of **your motorcycle** onto or from a **conveyance** or trailer; or
- (e) the **motorcycle**, whilst being transported, was not safely **secured** to the trailer or carrying **conveyance**.

## 5.2 General Exclusions

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

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

This **policy** does not cover:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
  - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (o) War and Civil War Exclusion:
- Notwithstanding anything to the contrary contained herein this **policy** does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- (p) Terrorism Exclusion:

Notwithstanding any provision to the contrary herein, this **policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connecting with any **act of**

**terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Section 6 – Excess – Your Contribution Towards a Claim

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### What you must pay if we pay a claim

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

#### 6.1 Standard Excess

This excess is \$250 **You** must pay this excess for all claims **we** pay for loss and/or damage to **your motorcycle**, except where the theft excess applies under Section 6.2 below.

#### 6.2 Theft Excess

This excess is \$500 **You** must pay this excess if **we** pay a claim arising from the theft of **your motorcycle**.

## Section 7 - What We Will Pay You

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### 7.1 Partial Loss

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

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

less the appropriate excess.

### 7.2 Total Loss

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

- (i) the current **market value** of the **motorcycle**; or
- (ii) if **your motorcycle** is less than 12 months old and **you** are the original owner, **we** will replace **your motorcycle** with one of similar make, model and condition.

less the appropriate excess, then:

- (a) **your motorcycle**, or what is left of it, including any extra items or **accessories** fixed to it, becomes **our** property; and
- (b) **your policy** with **us** ends and **you** cannot make any further claims.

## Section 8 – Claims Conditions and Procedures

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### 8.1 Reporting to the Police

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

## 8.2 Making a Claim

In the event of a claim, please contact:

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

## 8.3 Claim Form

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

## Section 9 - Other Conditions that Apply to Your Policy

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### 9.1 Premium & Approval of Application Form

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

### 9.2 Changes to Your Policy

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

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

### 9.3 Fourteen (14) Day Cooling Off Period

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

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

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

### 9.4 Cancellation

#### Cancellation by you

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

#### Cancellation by us

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

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

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

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

### Premium Refund

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

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

### 9.5 Notices

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

### **9.6 Goods & Services Tax (GST)**

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

### **9.7 Australian Currency**

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

### **9.8 Governing Law**

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

## **Section 10 - General Insurance Code of Practice**

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The Insurance Council of Australia has developed a General Insurance Code of Practice. The General Insurance Code of Practice aims to raise the standards of practice and service in the Insurance Industry and includes many standards in relation to:-

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

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

## **Section 11 - Dispute Resolution**

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

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

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

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

### **How much will this procedure cost you?**

This service is free of charge to policyholders.

## **Section 12 - Privacy Statement**

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Our Privacy Policy

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

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

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

# JLT DirtBike and JLT RoadBike Insurance Financial Services Guide (FSG)

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

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

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

## **Jardine Lloyd Thompson Pty Limited**

ABN 69 009 098 864

AFS Licence No: 226827

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Telephone: (03) 9613 1415

Fax: (03) 9614 2353

[www.jltssport.com.au](http://www.jltssport.com.au)

[bikes@jlta.com.au](mailto:bikes@jlta.com.au)

## **Introduction**

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

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

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

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

If **JLT** recommends that **you** acquire a financial product, or **JLT** offers to issue or arrange for the issue of a financial product to **you**, where required **JLT** will also provide **you** with a Product Disclosure Statement (PDS) containing information about that product. This will help **you** to make an informed decision about the acquisition of that product.

## **About JLT**

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

## **Who will be providing the financial service to you?**

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

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

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

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

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

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

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

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

JLT is authorised to provide **you** with a personal advice service as to the suitability of general and life insurance policies or managed investment schemes (excluding investor directed portfolio services) to meet **your** particular needs. JLT can also provide a general advice service in relation to these products - this is where JLT provides advice which is not based on JLT's consideration of **your** objectives, financial situation or needs (i.e., **your** personal needs). JLT will tell **you** when this is the case.

**Who does JLT act for when providing services?**

JLT may act:

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

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

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

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

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

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

**Remuneration**

**How is JLT paid for the services provided?**

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

- Commission paid to **us** by the insurer.

This is a percentage of the insurance premium paid by **you** before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. The commission we receive for this can vary, and **we** will advise **you** of the range of commission on request.

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

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

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

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

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

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

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

### **Thistle**

In relation to JLT RoadBike Insurance and JLT DirtBike Insurance, Thistle will earn Commission paid by QBE. This is a percentage of the insurance premium paid by **you** before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. The commission Thistle receives for this insurance can vary and **we** will advise **you** of the range of commission on request. Thistle may also receive a Profit commission or a profit share, paid by QBE on this class of business.

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

### **JLT's Salaries, Commissions And Fees**

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

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

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

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

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

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

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

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

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

### ***How can You provide JLT with instructions?***

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

### ***If You have any complaints***

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

you to provide us with comprehensive details to help us investigate your complaint further. All information will be treated in the strictest confidence.

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

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

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**How much will this procedure cost you?**

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**Date of Preparation**

This FSG was prepared on 8 June 2011