



***golightly***<sup>™</sup>

**INSURANCE SERVICES**

**MOTORCYCLE PLAN**

policy document



Underwritten by Vero Insurance New Zealand Limited

**vero**

# Motorcycle Plan Policy Document

## Welcome to Motorcycle Plan

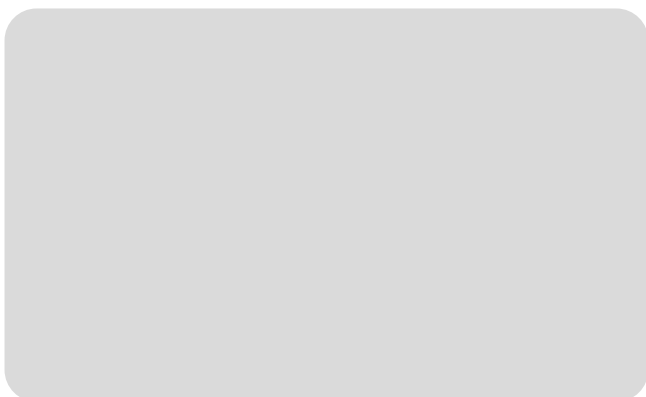
We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact Golightly Insurance Services Limited on (03) 357 2428 or *your* local Vero office if *you* would like further information.

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## HELP SERVICE – EMERGENCY ASSISTANCE

Detach the wallet card below and keep it with *you* whenever *you* ride *your motorcycle*, as this is *your* easy access to *our* 24 hour helpline should *you* require emergency assistance. See page 3 for details.



## HELP service – emergency assistance

**HELP is a 24 hour, 7 day a week emergency assistance service which Vero offers as part of your insurance policy – at no extra cost.**

With just one phone call *you* can sort out all the hassles that arise if *you* have an accident or disaster anywhere *in New Zealand* – even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice, and they will locate the trades people or services *you* need. The toll free number is 0800 800 786.

Ringling HELP costs *you* nothing. The assistance is free, but *you* will have to pay if *you* ask for a tradesperson to call or for other services. Where the services are covered by *your* policy, *you* can claim back any bills paid, subject to the policy excess.

### How HELP can help you

#### Convenience

Instead of trying to find a plumber at 11 o'clock at night, HELP can organise (without prejudice) a call-out.

#### Responsiveness

*Our* systems ensure that someone will actually arrive.

#### How do you qualify for HELP?

HELP is automatically provided to all Vero Motorcycle Plan policyholders. HELP is also available to members of *your* immediate family who live with *you*.

#### Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people. So if *you* have got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, *our* operators can provide rapid assistance.

Advice is also available on *our* claims procedures, including the appointment of assessors and tips on how to minimise damage. HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for *you* (while *you* are *in New Zealand*) even when no insurance claim is involved:

1. emergency call out service – for problems like flat batteries or keys locked in *your* car;
2. medical referral service – if *you* are away and want the name of a recommended local doctor, out of hours;
3. replacement of personal effects following loss or theft away from home.

Remember, HELP is always available whether *you* are at home or miles away. HELP – a valuable addition to *your* policy from Vero.

## Definitions

*Definitions explain words frequently used in the policy. Defined words are shown in this type style.*

*Accessories* means: fitted entertainment, communications and navigation systems; tools and breakdown equipment permanently kept on *your motorcycle* (purchased by *you* to repair *your motorcycle*); other equipment (not otherwise defined) permanently fitted to the *motorcycle*.

*Accident* and *Accidental* means a sudden and unforeseen event causing physical loss or damage or *bodily injury* that is not intended or expected by *you*.

*Act* means any Act of the New Zealand Parliament in force at the commencement of the *period of insurance* or which comes into force during the *period of insurance* and any substitution of, amendment to, replacement of or any statutory regulation made under such Act.

*Bodily injury* means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

*Damages* means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

*In New Zealand* means in New Zealand or in transit within New Zealand.

*Market value* means the reasonable value of the *motorcycle* immediately prior to the loss or damage.

*Period of insurance* means the period of insurance shown on the *schedule*.

*Premium* is the amount *you* need to pay *us* to ensure cover commences or remains in force. This means the first premium or any subsequent premium and may include any government or other levies or taxes.

*Reparation* means an amount ordered by a New Zealand court under section 32 of the Sentencing *Act* 2002 (or any replacement *Act*) and any subsequent amendments to be paid to the victim of an offence.

Reparation does not include:

- a. reparation arising from prosecution of an offence under the Health and Safety at Work *Act* 2015 (or any replacement *Act*) and any subsequent amendments; or
- b. *damages*, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- c. *your* legal defence costs or expenses in relation to an offence.

*Safety Apparel* means helmet(s), jacket(s), trousers, gloves and boots owned and worn by *you* and/or *your* pillion passenger.

*Schedule* is the latest current policy schedule, endorsement, expiry notice or renewal notice issued to *you*.

*Motorcycle* means the motorcycle described on the *schedule* including equipment supplied and fitted by the manufacturer, tools supplied by the manufacturer that would normally remain within the motorcycle, sidecar, and *accessories*. For the purposes of the Exclusions, *motorcycle* also means any other motorcycle covered by this policy.

*We, us* or *our* means Vero Insurance New Zealand Limited.

*You* or *your* means the insured person or persons named in the *schedule*, and extends to include any other licenced rider who rides *your motorcycle* with *your* permission.

## Headings

Where headings are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

## Introduction

*We* will provide the cover set out in this policy during the *period of insurance* shown on the *schedule*, provided *you* have paid the *premium* and *you* remain subject to the policy's terms, limits, exclusions, and conditions. *Your* insurance contract consists of:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application, or declaration;

whether *you* have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

## Description of use

*Your motorcycle* is covered only while it is being used: for social, domestic, pleasure and farming purposes.

## What you are insured for

### Comprehensive Cover

When the *schedule* shows in respect of a particular *motorcycle* that "comprehensive" cover applies, *we* will insure *you* for *accidental* loss or damage to *your motorcycle* anywhere *in New Zealand* during the *period of insurance*.

### Third Party Cover

When the *schedule* shows in respect of a particular *motorcycle* that "third party" cover applies, *we* will insure *you* for *your* legal liability arising from an *accident* anywhere *in New Zealand* during the *period of insurance* as per Additional Benefits 1. Additional Benefits 2, 3 and 4 also apply.

*We* will also provide cover on *your motorcycle* for loss or damage as a result of an *accident* caused by an uninsured other party. Cover will only apply if *we* are satisfied that:

1. the rider of *your motorcycle* was completely free of blame; and
2. the identity of the other party who caused the damage is established; and
3. the other party did not have valid insurance.

The maximum amount payable for any claim will be the lesser of the *market value* of *your motorcycle* or \$3,000.

### Off Road, Third Party, Fire and Theft Cover

When the *schedule* shows in respect of a particular *motorcycle* that "third party, fire and theft" cover applies, *we* will insure *you* for *your* legal liability arising from an *accident* anywhere *in New Zealand* during the *period of insurance* as per Additional Benefits 1. Additional Benefits 2, 3 and 4 also apply.

*We* will also provide cover for loss or damage to *your motorcycle*:

1. by fire, theft or illegal conversion where the maximum amount payable will be the *market value* of *your motorcycle*; or
2. as a result of an *accident* caused by an uninsured third party.



Cover will only apply if we are satisfied that:

- a. the rider of *your motorcycle* was completely free of blame; and
- b. the identity of the other party who caused the damage is established; and
- c. the other party did not have valid insurance.

The maximum amount payable for any claim will be the lesser of the *market value of your motorcycle* or \$3,000.

## What we will pay – at our option

The cost to repair or replace *your motorcycle* or make a payment up to the *market value*, but only up to the sum insured shown on the *schedule*. As the *premium* is partly based on *your motorcycle's* stated value, *you* should make sure that it is realistic and takes account of depreciation.

### Limits on what we will pay for:

#### Parts

The most we will pay for any part or *accessory* not available *in New Zealand* is the lesser of: the manufacturer's last known list price *in New Zealand*; the price of the part's closest New Zealand equivalent; or the cost of having a new part made *in New Zealand*. We will not pay for the cost of freighting parts or *accessories* from overseas or for the replacement of any part that has not been damaged.

#### Accessories

We will not pay more than \$1,000 in total for loss or damage to *accessories* (except *safety apparel*) unless such equipment is the manufacturer's standard fitting for the *motorcycle* model or was fitted to *your new motorcycle* at the time of purchase, unless a higher amount is shown on the *schedule*.

#### Paint

We will only pay for the repainting of those areas that have been damaged. We will not pay additional costs due to the inability to match new paint to existing paint.

#### Repairs

If we elect to repair *your motorcycle*, and *you* agree to allowing one of our "Guaranteed Repairers" to carry out repairs, we will pay the cost of the repairs and guarantee the work while *you* own the *motorcycle*. If *you* choose to use the repairer of *your* choice we will not pay more than our assessor's estimate of the cost of repairs and we will not guarantee the work. If the repair makes a major improvement to the pre-accident condition or value of the *motorcycle* then *you* may be required to make a contribution towards the cost of repairs.

## Additional Benefits

### We will also pay for:

#### 1. Legal Liability

If *you* have home, contents, motor or boat insurance with us, *you* can only claim any of the benefits below under one policy.

##### A. Liability for Damages

We will cover *you* for *your* legal liability to pay *damages* for *accidental bodily injury* or damage to someone else's property during the *period of insurance* arising from an *accident in New Zealand* involving *your motorcycle*.

##### B. Liability for Reparation

We will cover *you* for *your* legal liability to pay *reparation* for *accidental bodily injury* or damage to someone else's property during the *period of insurance* arising from an *accident in New Zealand* involving *your motorcycle*, provided that:

- a. *you* tell us immediately if *you* or any other person entitled to cover under the policy is charged with any offence in connection with the use of the *motorcycle* which resulted in *bodily injury* to another person or damage to someone else's property; and
- b. *you* obtain our written approval before any offer of *reparation* is made.

##### C. Extended Liability

Provided all the requirements for cover are met, we will extend the "Liability for Damages" and "Liability for Reparation" benefits:

- a. to any person who is driving *your motorcycle* with *your* consent and who is not otherwise excluded from the policy cover;
- b. for *accidents* caused by any other motorcycle being driven by *you* in person, provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement. No cover is provided for damage to the motorcycle being driven; and
- c. for *accidents* caused by any trailer while attached to *your motorcycle*.

### D. No excess where *your motorcycle* is comprehensively insured

No excess will apply for *your* claim under benefits A, B, or C where *your motorcycle* is comprehensively insured and *you* are not claiming for damage to *your motorcycle* arising from the same event.

#### But we will not pay for legal liability under any of these benefits:

- i. for damage to property (including motorcycles) in *your* or the driver's custody or control. However damage to a disabled motorcycle being towed (other than for reward) is covered. Damage to the property of pillion passengers is also covered;
- ii. if *you* or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy;
- iii. for any exemplary or punitive damages;
- iv. where any exclusion in the section "Exclusions: We will not pay for" applies.

#### Limits on what we will pay under Legal Liability:

In respect of any one event, we will pay:

- i. for damage to someone else's property, up to the Third Party Sum Insured shown on the *schedule*; and
- ii. for *bodily injury*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, we will pay *your* legal defence costs and expenses incurred with our prior written consent. However we will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

**Our liability to you under all legal liability benefits (Liability for Damages and Liability for Reparation, will be limited to the applicable sub-limits, and will never exceed the Third Party Sum Insured shown on the schedule in total, plus legal defence costs and expenses where applicable, during any period of insurance.**

#### 2. Motorcycle Change

If *you* replace a *motorcycle*, or buy an additional motorcycle for *your* sole use then we will insure the replacement or additional motorcycle for its *market value* but otherwise on the same terms that apply to the *motorcycle* shown on the *schedule*, but only if:

- a. *you* tell us within 30 days after buying the replacement or additional motorcycle and provide full details; and
- b. *you* pay any extra *premium* which we may require.

#### 3. Motorcycle Servicing and Emergency

Where we have placed any rider restrictions on this policy we will not apply them when *your motorcycle* is being ridden:

- a. by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of the *motorcycle*; or
- b. to a medical facility in the event of a medical emergency; or
- c. to a storage or repair facility following an *accident* to *your motorcycle*.

#### 4. Goods and Services Tax – GST

Provided the GST is recoverable by us, the sum insured under this policy is exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured. All limits, amounts or excesses shown are GST inclusive.

**The following additional benefits apply only where *your motorcycle* is insured comprehensively:**

#### 5. Motorcycle Parts and Accessories

If *you* have *motorcycle accessories* or spare parts that are not fitted to the *motorcycle* and they are stored at *your* home, we will pay up to \$1,000 for any one event after deducting an excess of \$100, for loss or damage by fire and theft. If *you* have motor and contents insurance with us, *you* can only claim this benefit under one policy.

#### 6. Keys and Locks

Where any key for *your motorcycle* is stolen or believed on reasonable grounds to have been duplicated without proper authority, this policy extends to include the costs reasonably incurred in altering or replacing locks or replacing the keys. Any payment will be limited to \$1,000 for any one event. An excess of \$100 applies to each and every claim.

#### 7. Trailers

We will cover any trailer owned, hired or leased by *you* but excluding:

- a. the contents of any trailer;
- b. trailers which are insured by another policy; or
- c. trailers which cannot be drawn by *your motorcycle*.

We will pay up to \$1,000 for any one event. An excess of \$100 applies to each and every claim.

## 8. Emergency Costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable costs of:

- a. having *your motorcycle* removed to the nearest repairer or place of safety;
- b. essential repairs so *you* can get *your motorcycle* to *your* destination or a repairer; or
- c. returning *your motorcycle* to *your* home following its repair, or if it was stolen, following its recovery.

We will also pay the reasonable costs of accommodating and transporting *you* and *your* passengers to *your* home if *your motorcycle* cannot be ridden, to a maximum of \$500.

## 9. New Motorcycle Option

If the cost of repairing *your motorcycle* is greater than 60% of its *market value* or *your motorcycle* is stolen and not recovered, and provided that it is less than one year old and has travelled less than 15,000 kilometres, we will, at *your* option, replace it with a new motorcycle of the same make, model and specification if it is available in *New Zealand*. We will also pay for the cost of registering the new motorcycle as well as the dealer delivery fees and Government charges.

## 10. Premium Credit

Where *your motorcycle* is treated as a total loss and we insure *your* replacement *motorcycle*, we will credit the unused *premium* towards insurance on the replacement. This is provided that:

- a. the person in control of *your motorcycle* was completely free of blame; and
- b. the identity of the other party who caused the damage is established.

## 11. Safety Apparel

If *you* and/or *your* pillion passenger's *safety apparel* suffer *accidental* damage as a result of an *accident* involving *your motorcycle*, we will replace *your safety apparel*. If *your safety apparel* is more than 5 years old we will only pay the cost of replacing *your safety apparel* less an allowance for depreciation and wear and tear. We will pay up to \$5,000 for any one event.

## 12. Transport by Sea

We will cover *you* for any costs that *you* are legally liable for as contribution towards general average, if *your motorcycle* is being transported by sea within 150 kilometres of *New Zealand's* coastline.

## 13. Personal Injury

If *you*, *your* spouse or any other immediate family member suffers bodily injury by violent *accidental* external and visible means in direct connection with *your motorcycle*, while wearing appropriate *safety apparel*:

- a. we will pay the following amounts (up to a maximum of \$5,000 per person and \$10,000 any one event) arising out of any event, provided such injury is the sole cause of any of the following within three calendar months of injury:
  - i. death \$5,000;
  - ii. total and irrecoverable loss of the sight of an eye \$2,500;
  - iii. total and irrecoverable loss of the sight of both eyes \$5,000;
  - iv. total and permanent loss of the use of one hand or one foot \$2,500, and
  - v. total and permanent loss of the use of both hands or both feet or of one hand together with one foot \$5,000; and
- b. we will pay medical expenses incurred in connection with such injury up to the sum of \$200 per person per event.

### But we will not pay:

- i. where death or bodily injury was caused by suicide or attempted suicide;
- ii. if the insureds named on the *schedule* are not individuals;
- iii. under more than one *motorcycle* insurance policy held with us; or
- iv. where cover is third party only or third party, fire and theft.

## Exclusions

### We will not pay for:

#### 1. Any Excess

*You* must contribute the amount(s) shown on the *schedule* under the heading "Excesses" as the first amount of any claim.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by *you* with us under more than one insurance policy, only one policy excess will apply. The amount of the excess will be the highest excess that we could apply under any of the policies affected.

Various excesses may show on the *schedule*, these are:

#### Standard excess

This excess applies to each and every claim. If during any one *period of insurance* there is more than one claim made against this policy, the excess will be doubled for the second and tripled for the third and subsequent claims.

#### Imposed excess

Any *motorcycle* noted on the *schedule* under "Imposed Excess" is subject to the additional excess shown on the *schedule*.

#### Underage excess

Any riders of *your motorcycle* who are under the age of 25 at the time of the *accident*, are subject to an additional excess of \$300.

#### Special excess

Any riders of *your motorcycle* who are noted on the *schedule* under "Special Excess" are subject to the additional excess shown on the *schedule*.

Where *you* suffer a total loss and *you* have been paying *your premium* by instalment the standard excess shown on the *schedule* will be increased to include:

- i. the balance of the amount of *premium* *you* would have paid if *you* had instead elected to pay *your premium* annually; and
- ii. the total value of the instalment fees for all of the *premium* instalments.

*Your* excess will be refunded to *you* if we are satisfied that the rider of *your motorcycle* was completely free of blame and the person at fault is identified. However this will not include the increased portion of the standard excess in the case of total losses where the *premium* has been paid by instalment as referred to above.

#### 2. Uninsured causes:

- a. depreciation, loss or damage arising from wear and tear, corrosion, the costs to rectify existing defects or damage;
- b. breakdown being any inability to operate, breakage, breakdown or failure of the engine, transmission, mechanical, electrical, alarm or electronic systems or any loss that their failure causes to the rest of these systems unless the breakdown is caused by collision or impact damage, earthquake, fire, flood, lightning, a malicious act, overturning of *your motorcycle*, theft or illegal conversion or volcanic eruption;
- c. loss or damage to *your motorcycle* (including damage to the engine or fuel system in *your motorcycle*) caused by the incorrect type of fuel being used.
- d. damage to tyres by application of brakes or by punctures, cuts or bursts, or bursting unless the *motorcycle* suffers other loss or damage in an *accident*, or the damage is deliberate and is caused by a person not insured by this policy;
- e. theft of *your motorcycle* if *you* have not taken reasonable steps to ensure its security and safety.
- f. *your* liability arising directly or indirectly from any fire *you* lit intentionally that did not comply with the Fire and Emergency Act 2017 or any other statutory or local body requirement governing the lighting of fires.

#### 3. Design and specification faults

Losses arising from failure of, or defect or fault in, the design, specifications or materials incorporated into the *motorcycle*.

#### 4. Uninsured use

Losses when *your motorcycle* is being:

- a. used other than in accordance with the description of use;
- b. used for:
  - i. hire or carrying of fare paying passengers;
  - ii. as a courtesy or loan *motorcycle*;
  - iii. as a courier or delivery *motorcycle*.
- c. used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations, race track rider training, or race track *motorcycle* handling lessons (or similar events) whether organised or not;
- d. ridden on a racetrack whether sealed or not and whether in the presence of other *motorcycles* or not.

#### 5. Uninsured riders

Losses when *your motorcycle* is being used or ridden by *you* or any person with *your* permission who:

- a. does not have a licence which is in full force and effect to ride *your motorcycle* at the time and place of the *accident*;
- b. is not complying with the conditions of his/her licence;
- c. is excluded from the policy cover.

## 6. Intoxicating liquor or a drug

Losses when *your motorcycle* is being used or ridden by *you* or any person with *your* permission who:

- a. at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law. If *your motorcycle* is being used or ridden by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor, cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law. It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.
- b. following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.

## 7. Unsafe or damaged condition

Losses that arise from *your motorcycle* being in an unsafe or damaged condition unless *you* can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if *you* can prove that *you* and the rider were unaware of such condition and had taken all reasonable steps to maintain *your motorcycle* in a safe condition.

## 8. War, radioactivity and terrorism

Loss, destruction, damage or liability directly or indirectly caused by:

- a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction, acquisition, designation or decision by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- c. any act of terrorism including loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive or nuclear: pollution, contamination or explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear.

## 9. The Injury Prevention, Rehabilitation, and Compensation Act 2001

- a. any amounts which are recovered (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 or which would be recovered but for:
  - i. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or
  - ii. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

However, nothing in this exclusion affects any rights to payment under the Personal Injury Additional Benefit.

## 10. Consequential loss

Any loss of use or consequential loss and/or loss of value.

## 11. Intentional or reckless acts or criminal activity

We will not pay for any loss, damage, cost or liability arising from:

- a. any criminal activity carried out at, or involving, any property insured under this policy unless *you* establish that *you* did not have reason to suspect that criminal activity was taking place.
- b. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by *you* or any other person entitled to cover under this policy.

## 12. Communicable disease

Notwithstanding any provision to the contrary within *your* insurance contract or any endorsement, this policy excludes any loss, damage, interruption, legal liability, claim, cost, expense or other sum of whatsoever nature (including any increased or additional costs or expenses of a claim to which this exclusion does not otherwise apply) directly or indirectly arising out of, contributed to by, or in connection with:

- a. Communicable Disease; or
- b. fear or threat (whether actual or perceived) of Communicable Disease; or
- c. actions taken by any person, entity or public authority to respond to, control, prevent or suppress Communicable Disease;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In this exclusion, 'Communicable Disease' means:

- a. Any disease (whether human, animal, plant or otherwise) which can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent (including without limitation any virus, bacterium, parasite or other organism or any variation thereof, whether living or not); or
- b. any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

A reference to the Health Act 1956 includes any amendment, replacement or successor legislation. A reference to Infectious Disease or Quarantinable Disease shall have the meaning found in any replacement definition or of any equivalent or substantially similar term defined in or declared under any amendment, replacement or successor legislation.

## Policy Conditions

**These conditions give *you* information about *your* and *our* obligations arising from this policy.**

### 1. Assignment

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other person or party without *our* written consent.

### 2. Breach of Policy Terms and Conditions

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. Nothing in this policy affects the common law rights of either party, including the right to avoid the policy for non-disclosure.

### 3. Cancellation

We may cancel this policy at any time by sending a letter, facsimile or e-mail to this effect to *you* at *your* last known postal address, facsimile number or e-mail address on *our* records. The cancellation will take effect at 4.00 pm on the 14th day after the letter has been sent. We will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving written notice to *us*. We will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

### 4. Care of *Your Motorcycle*

*You* must take all reasonable steps to prevent loss or damage and maintain *your motorcycle* in a roadworthy condition at all times. We shall always have the right to examine *your motorcycle*. *You* must avoid any loss or damage for which *you* could be held legally liable.

### 5. Claims

- a. on the happening of any event that may give rise to a claim under this policy *you* must:
  - i. immediately notify *us* of such event;
  - ii. take all reasonable steps to minimise the extent of loss or damage;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs;
  - v. make *your motorcycle* available for inspection by *us*;
  - vi. provide all proofs, information and other evidence, and otherwise give all possible assistance that *we* may require; and
  - vii. in the case of loss by theft, burglary or vandalism advise the Police immediately.
- b. *you* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim.

- c. we shall be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim against *you* for *damages*. *You* must provide all reasonable assistance and co-operation.
- d. in the event that *we* pay for a total loss claim then the cover is finished and no *premium* is refundable. *We* may keep whatever is left or recovered of the *motorcycle*, including the refund of any registration costs.

#### 6. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form, or provided information to *us* by telephone);
- in support of this policy; or
- in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

#### 7. Duty of Disclosure / Change of Circumstances

*You* must tell *us* everything that may be relevant to *our* decision to issue, renew or alter the policy, including:

- a. advising *us* of any speeding tickets, fines and motoring or criminal convictions; and
- b. advising *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

#### 8. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

#### 9. Joint Insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you* not just the person responsible.

#### 10. Governing Law

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

#### 11. Modifications

*You* must immediately advise *us* if any insured *motorcycle* is altered or modified from the manufacturer's standard specifications. This may result in an increase in *premium*, a change in terms or conditions or *us* deciding not to provide cover.

*You* must tell *us* of any modifications which have been made to the manufacturer's standard specifications for *your motorcycle*.

#### 12. Other Insurance

This policy does not cover loss or liability where cover is provided by other insurance. *We* will not contribute towards any claim under any other policy.

#### 13. Other Interests

If *your motorcycle* is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.

#### 14. Reparation

If any person is ordered to pay *reparation* to anyone *we* insure under this policy for loss to any property that *we* have or will pay a claim under this policy for, then *you* must tell *us*. Any payments received must first reimburse *our* claims payment up to the amount of any *reparation* received.

## Variations to the cover

This policy sets out the standard cover for *your motorcycle*. The cover may be varied by one or more of the following clauses being applied. The *schedule* will indicate which clauses if any apply and will note any other variations to the cover.

#### Sum Insured Limit

When this clause is noted on the *schedule* against a particular *motorcycle*, the maximum amount payable will be the lesser of *market value* or the sum insured shown on the *schedule*.

#### Excluded Rider Warranty

When this clause is noted on the *schedule* against a particular *motorcycle*, no cover will apply while the *motorcycle* is being ridden by those excluded riders.

#### Compulsory Named Rider Warranty

When this clause is noted on the *schedule* against a particular *motorcycle*, no cover will apply while the *motorcycle* is being ridden by any person other than those listed on the *schedule*.

#### 30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it. If *you* have not made any claims during that 30 days *you* will be given a full refund of any *premium* paid.

#### Privacy Act and the Insurance Claims Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

*You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.



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