

your
motor cycle
policy



This page is a summary of the policy, intended to help you understand its terms. It does not form part of the policy itself.

what you need to know about your policy



Thank you for choosing to insure your motor cycle with us. We have designed this document to help you clearly understand the terms of your policy, but if you are unsure about anything, please pop into your local AMI branch to discuss it or call us on **0800 100 200** – we're happy to explain.

What this policy covers **page 2-3**

page 2
cover for your motor cycle if it is lost, stolen or damaged

page 2-3
cover for additional costs:

- transport home
- vehicle removal
- legal defence costs

page 3
bonus cover:

- temporary cover when you change your motor cycle

page 3
cover for accidental damage to other people's property

Note: If you have a Third Party Policy, you only have cover if you damage other people's property (*see page 3*)

What your responsibilities are **page 6**

We agree to provide you and anyone else who will use the motor cycle with insurance cover as long as you meet certain conditions. If you do not meet these conditions, we can decide not to meet a claim or to cancel or void your policy.

- you must:**
- do what you can to **protect your motor cycle** against loss or damage
 - **be truthful and correct** in everything you tell us
 - let us know if you **have had any speeding tickets, fines or other motoring or criminal convictions**
 - let us know if you **alter your motor cycle**, or add any accessories of significant value
 - let us know if you **change your address**
 - let us know if there is any **change of ownership or use** of your motor cycle or a **change of principal rider**.

What else you might like to know

How do I pay my excess?

You will have to pay an excess each time you make a claim under this policy. The Policy Schedule shows how much excess you have to pay.
If your motor cycle is being repaired, you pay the amount of your excess to the repairer once repairs are complete.
If your motor cycle has been stolen or written off, we will deduct your excess from the amount we pay you.

Who is covered to ride my motor cycle?

You, your wife or husband, and anyone who has a valid driver licence is covered to ride your motor cycle, unless that person is specifically stated to be excluded in the Policy Schedule. *

*** There may be times when you are not covered. See pages 4-5, 'What is not covered by this policy' and the Policy Schedule.**


about your insurance contract

- a. This policy forms part of the insurance contract between us and you.
- b. Your insurance contract consists of:
 - this policy
 - the Policy Schedule
 - the information you provided in the proposal
 - the payment notice
 - any changes that we write to you about
 - any changes you request and we agree to in writing.
- c. Your insurance contract begins when we accept the proposal, and ends on the expiry date stated in the Policy Schedule. You can renew your policy as from the expiry date by paying a renewal premium.
- d. You must pay your insurance premium by the date stated on the payment notice. You cannot make a claim until you have paid your premium. If you do not pay your premium your policy will cease to operate.
- e. If you are not happy with this motor cycle policy, you can change your mind, provided you tell us within 15 days of the date of your proposal. We will withdraw cover effective from the beginning of the insurance contract and we will fully refund the premium you have paid. This clause will not apply if any claim has been made.

our definition of 'motor cycle'

Motor cycles covered by this policy

- a. In this policy, 'your motor cycle' means the motor cycle described in the Policy Schedule, and includes standard tools and any accessories or modifications listed.
- b. Motor cycles that can be covered by this policy include mopeds, power cycles, motor scooters, motor cycles from 50-200cc, 201-350cc and over 350cc.
- c. This policy covers any motor cycle that you use for domestic, social or recreational purposes or any other purpose stated in the Policy Schedule.
- d. This policy also covers motor cycles used solely on a farm property. It can also include motor cycles that you use for work purposes, unless you use your motor cycle for any of the purposes listed below.

 for definitions of other words used in this policy, please see page 8.

Motor cycles not covered by this policy

- a. This policy does not cover motor cycles that you use for work purposes if you:
 - are a driving instructor
 - are a stock and station agent
 - are a motor cycle courier
 - are involved in any form of selling, debt collection or similar
 - use your motor cycle in connection with the motor trade.
- b. This policy does not cover motor cycles that you hire out for financial gain.

what is covered by this policy

cover for your motor cycle

Your motor cycle is covered for any accidental physical loss or damage that occurs anywhere in New Zealand or while it is carried by any licensed transport service between one part of New Zealand and another.

There are some circumstances when you are not covered – please refer to ‘What is not covered by this policy’ on pages 4-5 and the Policy Schedule.



Important information for Third Party policyholders:

This section does not apply if your motor cycle is insured under a Third Party policy. The only cover you have under a Third Party policy is ‘Cover if you damage other people’s property’ (see page 3). If you have a Third Party policy, this will be stated in the Policy Schedule.

- 1 What we will pay**
- a. If your motor cycle is damaged and can be repaired, we will pay to repair it to substantially the same condition it was in before the damage occurred.
 - b. If your motor cycle is damaged beyond economic or safe repair, or if your motor cycle is stolen and not recovered, then we will pay you an amount up to the market value of your motor cycle. If this happens, you must transfer ownership of your motor cycle to us.
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- 2 What we won’t pay**
- a. We will not pay to replace any part that was not damaged.
 - b. We will not pay to airfreight parts to New Zealand from overseas.
 - c. If a part or accessory is not available in New Zealand we will pay either:
 - i the manufacturer’s last known list price in New Zealand, or
 - ii the price of the part’s closest New Zealand equivalent, or
 - iii the cost of having the part made in New Zealand,whichever is the lesser.
 - d. We will only pay for the repainting of areas that actually suffered damage in the event claimed for.
 - e. We will do our best to make sure that the repairer matches existing paint. If the repairer has been unable to match the existing paintwork, then we will not pay to repaint undamaged areas.
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cover for additional costs

We will pay for the following additional costs if we agree to pay a claim for loss of or damage to your motor cycle. This section does not apply if your motor cycle is insured under a Third Party policy.

- 1 Vehicle removal**
- a. If your motor cycle is damaged so that it is unable to be ridden we will pay all reasonable costs to move it to the nearest repairer or other secure place.
 - b. If your motor cycle is stolen and then found, we will pay the cost of returning it to the place it was stolen from, or to another place we agree on with you.
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- 2 Transport home**
- a. This cover only applies to policies in the name of a person or persons and not a corporate body.
 - b. If you are away from your home centre and you are unable to return because your motor cycle has been stolen or damaged we will reimburse you for:
 - i the reasonable costs, not otherwise insured, of transporting yourself and any passenger home, and
 - ii the reasonable costs of returning your motor cycle to your normal place of residence within New Zealand.

cover for additional costs continued

- 3 Legal defence**
- a. This cover applies if we agree to pay a claim under 'Cover for your motor cycle' on page 2 or 'Cover if you damage other people's property' below.
 - b. This cover only applies to policies in the name of a person or persons and not a corporate body.
 - c. If you or any member of your immediate family who normally resides with you are charged with manslaughter, or reckless or dangerous driving causing death, we will pay up to \$1,000 towards your legal defence costs.

bonus cover

The following bonus cover is automatically included. This section does not apply if your motor cycle is insured under a Third Party policy. Cover is provided on the same basis as 'Cover for your motor cycle' on page 2.

- 1 Temporary cover when you change motor cycles**
- a. If you buy a replacement motor cycle, we will automatically provide temporary cover for up to 7 days on the same terms that applied to the motor cycle you are replacing.
 - b. The temporary cover is for the purchase price paid for your replacement motor cycle.
 - c. This policy will not cover two motor cycles at the same time.
 - d. There is no cover if the replacement motor cycle is covered by any other insurance policy.

cover if you damage other people's property

You are covered for your legal liability to pay for accidental loss of or damage to other people's property anywhere in New Zealand. This is the only section that applies if your motor cycle is insured under a Third Party policy.

- 1 Legal liability includes**
- a. You are covered for any accidental loss or damage caused while you are using your motor cycle.
 - b. You are covered for any accidental loss or damage caused while you are using another motor cycle:
 - i that is not owned by you, or
 - ii that is not under hire purchase to you or is not hired or leased by you.

This clause does not cover damage to that motor cycle.
 - c. You are covered for any loss or damage caused while your motor cycle is being used by someone else, with your knowledge and consent.
 - d. You are covered for any loss of or damage to any motor cycle you are towing, as long as the motor cycle you are towing is not in a driveable condition and you are not towing the motor cycle for any financial gain.
 - e. You are covered for any loss of or damage to the property of a passenger on your motor cycle.

- 2 What we will pay**
- a. We will pay up to \$20 million for any claim or series of claims arising from any one event.
 - b. We will also pay any reasonable legal expenses you incur that are first approved by us, or any legal expenses that are recoverable from you by any claimant.

- 3 What we won't pay**
- a. We will not pay for any loss or damage caused if you or someone else using your motor cycle:
 - i does not observe the terms and conditions of the policy, or
 - ii has other insurance which covers the liability, or
 - iii has agreed to accept liability when otherwise you would not have been liable.
 - b. We will not pay for any damage to property that is in your custody or control unless that property:
 - i belongs to the passenger on your motor cycle, or
 - ii is a motor cycle that you are towing, as long as the motor cycle you are towing is not in a driveable condition and you are not towing the motor cycle for any financial gain.

what is not covered by this policy

- 1 No cover for accidents involving drugs or alcohol**
- a.** There is no cover if, at the time of any event giving rise to a claim, your motor cycle is being ridden by or is in the charge of any person who:
 - i** is riding with an excess breath alcohol or blood alcohol concentration in terms of New Zealand Land Transport Law, whether or not a conviction is entered against that person, or
 - ii** fails or refuses to permit a breath test or specimen of blood to be taken after having been lawfully required to do so, or
 - iii** is under the influence of drugs or other intoxicating substances.
 - b.** This clause does not apply if the person riding or in charge of your motor cycle has stolen or converted the motor cycle within the terms of New Zealand criminal law.
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- 2 No cover for unlicensed riders**
- a.** There is no cover if your motor cycle is being ridden by or in the charge of any person who:
 - i** is not legally allowed to ride in New Zealand, or
 - ii** is not riding according to the conditions of his or her driver licence.
 - b.** This clause does not apply if the person riding or in charge of your motor cycle has stolen or converted the motor cycle within the terms of New Zealand criminal law.
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- 3 No cover for riders under 25**
- a.** While you are under 25 there is no cover for any loss or damage if your motor cycle is being ridden by or in the charge of any other person who is under the age of 25, unless that person is:
 - i** your wife or husband, or
 - ii** named in the Policy Schedule.
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- 4 No cover for unsafe motor cycles**
- a.** There is no cover if your motor cycle is being ridden in an unsafe or damaged condition, unless you or the person in charge of your motor cycle can prove that:
 - i** the person riding your motor cycle was not aware that it was unsafe or damaged, and had taken all reasonable steps to keep the motor cycle in a safe condition, or
 - ii** the condition of your motor cycle did not cause or contribute to the loss or damage.
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- 5 No cover for loss of use**
- a.** We will not reimburse you for any loss of income or additional costs that you incur from not having the use of your motor cycle.
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- 6 No cover for certain kinds of damage**
- a.** There is no cover for:
 - i** depreciation, wear and tear, or corrosion, or
 - ii** any existing or inherent defect, or
 - iii** any damage to the engine, transmission, mechanical, electrical or electronic systems due to their own failure, or any loss or damage which their failure may cause to the rest of these systems, or
 - iv** any tyre damage caused directly or indirectly by braking, punctures, road cuts or bursts.
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- 7 No cover for certain uses**
- a.** There is no cover if your motor cycle is being used outside New Zealand.
 - b.** There is no cover if your motor cycle is:
 - i** let out on hire, or
 - ii** being used to carry fare-paying passengers, or
 - iii** being tested for, or taking part in, any form of racing, pace-making, reliability trial, speed test or similar motor sport event, demonstration or test.

what is not covered by this policy continued

8 No cover for certain events

- a. There is no cover for any loss or damage caused, directly or indirectly, by the following events:
 - i war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or
 - ii radioactive material or its use, the existence or escape of any nuclear fuel, material or waste, or
 - iii confiscation or destruction by the order of Government or by any person or body legally authorised to seize, confiscate or destroy your motor cycle.

your excess

1 What you must pay (your excess)

- a. Your excess is the amount you must contribute as the first payment towards the cost of repair or replacement on each claim you make. The Policy Schedule states the excess that applies under your policy.
- b. You can either pay the excess directly to a supplier or repairer, or we can deduct the excess from our payment to you.

2 No excess

- a. You do not have to pay any excess for any claim under the section 'Cover if you damage other people's property' (see page 3) unless an excess is specified in the Policy Schedule for such claims.

claims

1 If you need to make a claim

These are your responsibilities when making a claim. If you do not fulfil these responsibilities we can decide not to accept a claim.

- a. If it is likely that you will make a claim, you must contact us immediately. You may be asked to fill out a claim form.
- b. If there has been any deliberate damage, burglary or theft, you must notify the Police immediately.
- c. You must do what you can to prevent any further loss or damage.
- d. You must make your motor cycle available for inspection by us.
- e. You must get our permission before you arrange for any repairs or incur any expense in respect of any claim.
- f. You must immediately tell us of any communication you receive that relates to an event which has resulted, or could result, in a claim.
- g. You must provide us with any further information, documents or authorities that we may ask for.
- h. You must help us as we require, including after your claim is settled. This may involve attending court to give evidence.

2 Your rights

- a. You are entitled to:
 - i have your claim acknowledged and dealt with in a professional and efficient manner, and
 - ii receive a fair settlement of your claim as quickly as circumstances allow, or
 - iii receive a clear explanation of why any claim has not been met, and
 - iv have free access to our formal complaints procedure (see 'General policy information' on page 7), and
 - v have free access to an independent review by the Insurance and Savings Ombudsman.

3 Our rights

- a. We are entitled to:
 - i inspect your motor cycle, and
 - ii deal with any salvage in a reasonable manner, and
 - iii settle any claims against you for anything covered by this policy, and
 - iv defend you or take legal action in your name against anyone else for anything covered by this policy, and
 - v complete all necessary documents and authorities as your agent.

4 If you have other insurance

- a. If you make a claim under this policy and there is another policy covering the same loss or damage, we will pay a proportion of the claim equal to our rateable share of the total loss or damage.

your responsibilities

These are your responsibilities as a policy owner. If you do not fulfil these responsibilities, we can decide not to accept a claim or to cancel or void your policy.

1 Protecting your property

- a. You or the person using your motor cycle must take every care to protect all property covered by this policy.
- b. You must keep your motor cycle in a roadworthy condition at all times.

2 Accuracy of your statements

- a. Your contract is based on information supplied to us, either by you or on your behalf. All information supplied by you or on your behalf must be truthful and correct.
- b. You must tell us about any circumstance that may affect:
 - i our decision whether to accept your proposal and on what terms, or
 - ii our decision whether to renew your policy, or
 - iii our decision whether to reinstate your policy, or
 - iv any claim made under this policy.
- c. If you do not disclose all of the information you should have, your policy may not operate and we may refuse to meet a claim.
- d. If you make a fraudulent claim, your policy will cease to operate.

3 Keeping us informed

- a. You must immediately tell us if:
 - i the intended or principal rider of your motor cycle changes, or
 - ii you sell your motor cycle or your interest in your motor cycle ceases, or
 - iii your motor cycle is used for any purpose apart from domestic, social or recreational purposes.

changing or ending your policy

- 1 Changing your policy**
- a. You can ask to change your policy at any time. We must agree in writing to any changes before they become effective.
 - b. We can change the terms of your policy at any time. If this happens we will write to you at your last known postal address. Any changes will become effective from 4pm on the 14th working day after the date of that letter.
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- 2 Ending your policy**
- a. You can cancel your policy at any time. If you do, we will refund the unused part of your premium.
 - b. We can cancel your policy at any time by giving you 14 working days' written notice at your last known postal address. The cancellation will be effective from 4pm on the 14th working day after we post the notice. If this happens, we will refund the unused part of your premium.
 - c. Your policy will cease if we pay out the market value of your motor cycle on a claim. If this happens, there will be no refund of premium.
 - d. Your policy will cease immediately if you sell your motor cycle or your interest in your motor cycle ceases. If this happens, we will refund the unused part of your premium.
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- 3 Premium refunds**
- a. The unused part of the premium is the premium you have paid less:
 - i the premium for the time the policy has run, and
 - ii an administration charge.

general policy information

Disputes	We have a formal complaints procedure to help resolve any aspect of our policies or our service that you are unhappy with. For information, please ask at any AMI branch or call us toll free on 0800 100 200 .
Interested Parties	Any Interested Party named in the Policy Schedule will be a 'joint insured' only under the 'Cover for your motor cycle' (<i>see page 2</i>) section of this policy.
Receipts and other ownership documents	We recommend that you keep all receipts and other documents that confirm your ownership of the property covered under this policy.
Goods and Services Tax	All amounts referred to in this policy include any GST that may apply.
Dollar amounts	Any dollar amount stated in this policy or in the Policy Schedule is in New Zealand dollars.
Words in italics	Any words in italics do not form part of the policy and are provided by way of explanation only.

definitions

In this policy some words have special meanings. Wherever these words are mentioned in this policy, they have the following meaning:

Accessories	means automotive extras not supplied or fitted by the manufacturer of your motor cycle as standard equipment for the model.
Market value	is the retail value immediately before the loss or damage to your motor cycle.
Modifications	are any changes or alterations from the manufacturer's specifications to the motor cycle.
New Zealand Land Transport Law	means the statutes, regulations or notices controlling or governing road traffic and road transport in New Zealand in force at the time of the event giving rise to a claim.
Policy Schedule	means the most recent Policy Schedule we have produced for you.
Standard tools	means standard tools as supplied by the motor cycle's manufacturer (or similar substitute tools) while attached to your motor cycle.
We, Us or Our	means AMI Insurance Limited, its successors and assigns.
Wife or husband	means your legal wife or husband under New Zealand law.
You or Your	means the person or persons or corporate body to whom the Policy Schedule is addressed.

If you are unsure about any of the information contained in this policy, please visit your nearest AMI branch, or call us on 0800 100 200. We will be happy to explain.

