

Motorcycle Insurance.

Policy wording.

ami



backed by iag

About your policy



Thank you for choosing to insure your motorcycle with us.

We've designed this document to help you clearly understand the terms of your policy, but if you're unsure about anything, please call us on **0800 100 200** or chat to us on Facebook at **@AMIInsuranceNZ** – we're happy to explain.

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Important bits to read

We agree to provide you and anyone else who will use the motorcycle with insurance cover as long as you meet certain conditions. If you do not meet these conditions, we may decide not to accept a claim or to cancel your policy or treat it as though it never existed.

You must:

- do what you can to **protect your motorcycle** 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 motorcycle**, 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 a **change of use** of your motorcycle or a **change of principal rider**.

Other stuff 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 motorcycle is being repaired, you pay the amount of your excess to the repairer once repairs are complete.

If your motorcycle has been stolen or written off, we will deduct your excess from the amount we pay you.

Who is covered to ride my motorcycle?

You, your spouse or person with whom you are living in the nature of a marriage, and anyone who has a valid driver licence is covered to ride your motorcycle, unless that person is specifically stated to be excluded in the Policy Schedule.*

*There may be times when you are not covered. See pages 5–6, 'What is not covered by this policy' and the Policy Schedule.

About your insurance contract

About this policy

- a.** Your insurance contract consists of:
 - this policy
 - the Policy Schedule
 - the information you provided in the proposal
 - the premium advice
 - any changes that we write to you about
 - any changes you request and we agree to in writing.
- b.** Your insurance contract begins when we accept the proposal, and ends on the expiry date stated in the Policy Schedule.
- c.** You must pay your insurance premium by the date stated on the premium advice. You cannot make a claim until you have paid your premium. If you do not pay your premium your policy will cease to operate.

If you change your mind

If you are not happy with this policy, you can change your mind, provided you tell us within 15 days of the date this policy started. We will treat your policy as being of no effect and to have never existed and refund in full any premium you have paid.

This clause will not apply if any claim has been made.

Headings

The headings in this policy are for reference only and do not form part of it. They must not be used when interpreting the policy.

Words in italics

Any words in italics do not form part of the policy and are provided by way of explanation only.

Our definition of 'motorcycle'

Motorcycles covered by this policy

- a.** In this policy, 'your motorcycle' means the motorcycle described in the Policy Schedule, and includes standard tools and any accessories or modifications listed.
- b.** Motorcycles that can be covered by this policy include mopeds, power cycles, motor scooters, and motorcycles over 50cc's.
- c.** This policy covers any motorcycle that you use for domestic, social or recreational purposes or any other purpose stated in the Policy Schedule.
- d.** This policy also covers motorcycles used solely on a farm property. It can also include motorcycles that you use for work purposes, unless:
 - i** your business or occupation is:
 - a driving instructor,
 - a real estate agent,
 - an insurance assessor or inspector,
 - a stock and station agent,
 - a courier driver or taxi driver,
 - involved in any form of selling, debt collection or similar, or
 - ii** you use your motorcycle:
 - to carry fare paying passengers (other than private, not-for-profit car pooling) or for hire,
 - in connection with the motor trade, or
 - 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.

 For definitions of other words used in this policy, please see page 10.

What is covered by this policy

Cover for your motorcycle

Your motorcycle is covered for any accidental physical loss or damage that occurs during the period of cover anywhere in New Zealand (including in transit between places in New Zealand).

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

Important information for Third Party policyholders:

This section does not apply if your motorcycle is insured under a Third Party policy. The only cover you have under a Third Party policy is ‘Cover for your legal liability’ (see page 3–4). If you have a Third Party policy, this will be stated in the Policy Schedule.

- What we will pay**
- a. If your motorcycle 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 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.
 - c. If your motorcycle is damaged beyond economic or safe repair, or if your motorcycle is stolen and not recovered, then we will pay you an amount up to the market value of your motorcycle. If this happens, you must transfer ownership of your motorcycle to us.

- 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. We will only pay for the repainting of areas that actually suffered damage in the event claimed for.
 - d. 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.

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 motorcycle. This section does not apply if your motorcycle is insured under a Third Party policy.

- Motorcycle removal**
- a. If your motorcycle is damaged so that it is unable to be ridden we will pay all reasonable costs to move it to the nearest repairer or another secure place.
 - b. If your motorcycle 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.

- 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 and you are unable to return because your motorcycle 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 motorcycle to your home within New Zealand.

- Legal defence**
- a. This cover applies if we agree to pay a claim under ‘Cover for your motorcycle’ above or ‘Cover for your legal liability’ on page 3.
 - 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 dangerous driving causing death or careless driving causing death, we will pay up to \$1,000 towards your legal defence costs.
- d. Cover for your legal liability 'What we won't pay' – clause c. (offences) does not apply to this cover.

Bonus cover

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

Temporary cover when you change motorcycles

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

Cover for your legal liability

You are covered for your legal liability to pay for accidental loss of or accidental damage to other people's property or bodily injury to anyone else anywhere in New Zealand and your liability to pay reparation ordered by a New Zealand Court during the period of cover. This is the only section that applies if your motorcycle is insured under a Third Party policy.

Legal liability

- a. You are covered for any accidental loss or accidental damage or bodily injury caused while you are using your motorcycle.
- b. You are covered for any accidental loss or accidental damage or bodily injury caused while you are using another motorcycle:
 - 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 accidental damage to that motorcycle.
- c. You are covered for any accidental loss or accidental damage caused while your motorcycle is being used by someone else, with your knowledge and consent.
- d. You are covered for any accidental loss of or accidental damage to any motorcycle you are towing, as long as the motorcycle you are towing is not in a driveable condition and you are not towing the motorcycle for any financial reward or gain.
- e. You are covered for any accidental loss of or accidental damage to the property of a passenger on your motorcycle.
- f. Any other person who is driving your motorcycle with your permission is covered for their liability for any accidental loss or accidental damage caused while they are using your motorcycle, provided that they are not otherwise insured for their liability.

Reparation

- a. You are also covered for your legal liability to pay reparation to a victim who has suffered accidental loss of or accidental damage to property or bodily injury that is the result of you committing an offence during the period of cover in connection with your use of your motorcycle, or any motorcycle, provided that you had the owner's permission to drive the motorcycle.

Provided that:

 - i you must tell us immediately if you or anyone entitled to cover under this additional cover is charged with any offence in connection with the use of a motorcycle which resulted in loss of property or bodily injury to another person, and
 - ii we must give our written approval before any offer of reparation is made.
- b. Reparation means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.
- c. This cover is also available for any person driving your motorcycle provided that they had your permission to use your motorcycle and they are not otherwise insured for their liability to pay the reparation.

- d.** There is no cover for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered 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
 - ii** the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
 - iii** a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.
- e.** Nothing in this cover should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

General average

- a.** You are covered for General average or salvage charges that you are legally required to pay as a result of your motorcycle being carried by ship between places in New Zealand during the period of cover.
'General average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.

What we will pay

- a.** For any claim or series of claims arising from any one event we will pay:
 - i** up to \$20 million for accidental loss or accidental damage to other people's property, and
 - ii** up to \$1 million for bodily injury.
- 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.

What we won't pay

- a.** We will not pay for any loss or damage caused if you or someone else using your motorcycle:
 - 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 motorcycle, or
 - ii** is a motorcycle that you are towing, as long as the motorcycle you are towing is not in a driveable condition and you are not towing the motorcycle for any financial reward or gain.
- c.** We will not pay for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
- d.** We will not pay for any fine, penalty, or punitive or exemplary damages.
- e.** We will not pay for liability connected in any way with any contract or agreement unless you would have been liable even without a contract or agreement.

What is not covered by this policy

Accidents involving drugs or alcohol

- a.** There is no cover if, at the time of any event giving rise to a claim, your motorcycle 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 that exceeds the legal limit, 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 to such an extent as to be incapable of having proper control of the motorcycle, or
 - iv** fails or refuses to stop, or remain at the scene, following an accident (as required by law).
 - b.** This clause does not apply if the person riding or in charge of your motorcycle has stolen or illegally converted the motorcycle provided you lay a complaint with the police.
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Breakdown or failure

- a.** There is no cover for damage or failure that is:
 - i** mechanical, or
 - ii** electrical, or
 - iii** electronic.
 - b.** This exclusion does not apply to loss or damage that results from fire, collision, overturning, immersion in water, flood, malicious damage, theft or illegal conversion or natural disaster.
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Confiscation

- a.** There is no cover for any loss, damage, cost, expense, prosecution or liability connected in any way with the confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by any order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control sudden and accidental physical loss of or damage that would otherwise have been covered by this policy.
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Electronic data and programs

- a.** There is no cover for any loss, damage, cost, expense, prosecution or liability connected in any way with electronic data arising from any cause whatsoever including but not limited to a computer virus.
 - b.** This includes loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data.
 - c.** This clause does not apply to physical damage to other insured property that results from that loss of or damage to electronic data, and which is not otherwise excluded.
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Intentional or reckless conduct

- a.** There is no cover for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by you or anyone else covered by this policy.
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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 motorcycle.
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Nuclear

- a.** There is no cover for any loss, damage, cost, expense, prosecution or liability of any type in connection with:
 - i** ionising radiation or contamination by radioactivity from:
 - a)** any nuclear fuel, or
 - b)** any nuclear waste from the combustion or fission of nuclear fuel.
 - ii** nuclear weapons material.

- Riders under 25**
- a. If you are under 25 years of age, there is no cover for any loss or damage or liability if your motorcycle is being ridden by or is in the charge of any other person who is under the age of 25, unless that person is:
 - i your spouse or person with whom you are living in the nature of a marriage, or
 - ii named in the Policy Schedule.
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- Terrorism**
- a. There is no cover for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an act of terrorism, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism.
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- Tyres**
- a. There is no cover for:
 - i damage to tyres caused by braking, or
 - ii punctures, cuts or bursts to your tyres.
 - b. However, this does not apply to punctures, cuts or bursts that result in or from:
 - i fire,
 - ii collision,
 - iii overturning,
 - iv malicious damage,
 - v theft or illegal conversion, or
 - vi natural disaster.
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- Unlicensed riders**
- a. There is no cover if your motorcycle 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's licence.
 - b. This clause does not apply if the person riding or in charge of your motorcycle has stolen or illegally converted the motorcycle provided you lay a complaint with the police.
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- Unsafe motorcycles**
- a. There is no cover if your motorcycle is being ridden in an unsafe or damaged condition, unless you or the person in charge of your motorcycle can prove that:
 - i the person riding your motorcycle was not aware that it was unsafe or damaged, and had taken all reasonable steps to keep the motorcycle in a safe condition, or
 - ii the condition of your motorcycle did not cause or contribute to the loss or damage.
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- War**
- a. There is no cover for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.
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- Wear, tear and depreciation**
- a. There is no cover for:
 - i depreciation, wear and tear, rust or corrosion, or
 - ii any existing or inherent default, or
 - iii gradual deterioration.

Your excess

- 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.

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- No excess**
- a.** You do not have to pay any excess for any claim under the section 'Cover for your legal liability' (see page 3) unless an excess is specified in the Policy Schedule for such claims.

If you need to make a claim

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

- Your obligations**
- 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 motorcycle 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 tell us immediately if you, or anyone else entitled to cover under this policy, is charged with any offence in connection with the use of a motorcycle which resulted in loss of or damage to property or bodily injury to another person.
 - h.** You must help us to manage your claim as we request, including after your claim is settled. This may involve:
 - i** providing us with any further information, documents or authorities we ask for, including proof of ownership or value, and/or
 - ii** meeting with us or our representatives, and/or
 - iii** attending court or a tribunal to give evidence, and/or
 - iv** assisting us in taking proceedings in your name.
 - i.** You must get our permission before you:
 - i** negotiate, pay, settle, admit or deny any claim against you, or
 - ii** do anything that may prejudice our rights of recovery, or
 - iii** negotiate, offer to pay or pay any reparation, including, but not limited to, offers made as part of any case management conference or sentencing hearing.
 - j.** You must consent to your personal information, in connection with the claim, being:
 - i** disclosed to us, and
 - ii** transferred to the Insurance Claims Register Limited.

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- Your entitlements**
- 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 9).

- Our entitlements**
- a. We are entitled to:
 - i inspect your motorcycle, and
 - ii deal with any salvage in a reasonable manner, and
 - iii settle any claim 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.
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- Other insurance**
- a. If you make a claim under this policy and there is another policy covering the same loss, damage or liability, we will not contribute towards a claim under any other policy.

Your responsibilities

These are your responsibilities as a policyholder. If you do not fulfil these responsibilities, we may decide not to accept a claim or to cancel your policy or treat it as though it never existed.

- Protecting your property**
- a. You or the person using your motorcycle must take every reasonable care to protect all property covered by this policy.
 - b. You must keep your motorcycle in a roadworthy condition at all times.
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- True statements and answers**
- a. All information supplied by you or on your behalf must be truthful and correct.
 - b. Your insurance contract is based on information supplied to us either by you or on your behalf:
 - i in the proposal, or
 - ii within the period of cover, or
 - iii at renewal, or
 - iv when you make a claim under this policy.
 - c. You must tell us immediately about any change in circumstance that may affect our decision:
 - i whether to accept your proposal and on what terms, or
 - ii whether to renew your policy, or
 - iii whether to reinstate your policy, or
 - iv about any claim made under this policy.
 - d. If any information is untruthful or incorrect, or if you do not disclose all of the information you should have, the policy will be treated as though it never existed and we will refuse to accept a claim.
 - e. If you make a fraudulent claim, we may decline your claim and cancel the policy with immediate effect.
 - f. We may change the terms of this policy in response to any material change in circumstances you or anyone else advises to us. The change in terms will be effective from the date of the change in circumstance.
Please ask us if you are not sure whether you need to tell us about something.
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- Breach of any condition**
- a. If you or anyone else covered by this policy or acting on your behalf, breaches any of the conditions of this policy, we may at our sole discretion:
 - i decline your claim, either in whole or in part, and/or
 - ii decline any claim connected with the same event that you make on any other policies you have with us, and/or
 - iii declare this policy or all insurance you have with us to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

Changing or ending your policy

- 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 by writing to or emailing you at the last known address we have for you. Any changes will become effective from the 14th day after the date of the notice.

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- Ending your policy**
- a.** You can cancel your policy at any time. If you do, we will refund any premium that is due to you based on the unused portion of your period of cover.
 - b.** We can cancel your policy by writing to or emailing you at the last known address we have for you. The policy will be cancelled on the 14th day after the date of the notice. If this happens, we will refund any premium that is due to you based on the unused portion of your period of cover.
 - c.** Your policy will end if we pay out the market value of your motorcycle on a claim. If this happens, there will be no refund of premium.
 - d.** Your policy will end immediately if you sell your motorcycle or your interest in your motorcycle ends. If this happens, please contact us and we will refund any premium that is due to you based on the unused portion of your period of cover.

General policy information

- Currency** Any amounts stated in this policy or in the Policy Schedule are in New Zealand dollars.
- 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 call us on **0800 100 200** or chat to us on Facebook @AMInsuranceNZ.
- Financially Interested Parties** If we know of anyone with a financial or security interest over your motorcycle, we may make payment in settlement of a claim direct to the interested party. Any person shown on the Policy Schedule as an interested party is not covered by this policy and has no right to make a claim.
- Goods and Services Tax** All amounts referred to in this policy include any GST that may apply.
- Governing law and jurisdiction** The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.
- Joint insurance** If this policy is issued to more than one person, then the policy is a joint policy. This means that if one person does, or fails to do, something which breaches the policy or forfeits the right to cover, no cover will be available for any person under the policy.
- Legislation changes** Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.
- Receipts and other ownership documents** We suggest that you keep all receipts and other documents that confirm your ownership of the property covered under this policy.

Definitions

In this policy some words have special meanings and they apply to the plural and derivatives of those words. Wherever these words are mentioned in this policy, they have the following meaning:

accessories	mean automotive extras not supplied or fitted by the manufacturer of your motorcycle as standard equipment for the model.
accidental	means unexpected and unintended by you or anyone else entitled to cover under this policy.
act of terrorism	means an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: <ul style="list-style-type: none"> – involves violence against one or more persons, or – involves damage to property, or – endangers life other than that of the person committing the action, or – creates a risk to health or safety of the public or a section of the public, or – is designed to interfere with or disrupt an electronic system.
bodily injury	means the accidental death of, or accidental bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
computer virus	means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or logic bombs'.
event	means any one event or series of events arising from one source or original cause.
market value	means the retail value immediately before the loss or damage to your motorcycle.
natural disaster	means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.
policy schedule	means the most recent Policy Schedule we have produced for you.
standard tools	mean standard tools as supplied by the motorcycle's manufacturer (or similar substitute tools) while in or attached to your motorcycle.
we, us or our	means AMI Insurance (AMI), a business division of IAG New Zealand Limited.
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 call us on 0800 100 200 or chat to us on Facebook @AMIInsuranceNZ. We will be happy to explain.

Thanks
for insuring
with AMI.

Call us on 0800 100 200
or visit ami.co.nz

