



# COMPREHENSIVE MOTORCYCLE INSURANCE

Third party, fire, theft and transit



Make your dream a reality.

# CONTENTS

ABOUT YAMAHA MOTORCYCLE INSURANCES	1
IMPORTANT INFORMATION	3
DEFINITIONS	6
COMPREHENSIVE COVER	8
ADDITIONAL BENEFITS	10
OPTIONAL BENEFITS	11
THIRD PARTY LIABILITY	12
EXCLUSIONS TO YOUR LIABILITY	13
GENERAL INFORMATION	15
CLAIMS	16



# ABOUT YMI

## ABOUT THE INSURER

The Insurers of this insurance are certain underwriters at Lloyd's of London (Lloyd's). Lloyd's of London has been a pioneer in insurance and has grown over 325 years to become the world's leading market for specialist insurance. Lloyd's of London insures people, businesses and communities in more than 200 countries and territories. Lloyd's of London's unique capital structure provides excellent financial security to policy holders. This insurance is underwritten by certain underwriters at Lloyd's of London (Underwriters). Lloyd's of London has current financial strength rating of A+ with Standard & Poor's and is listed on the London Stock Exchange.

## ABOUT YAMAHA AND THEIR SERVICES

Yamaha Motor Insurance New Zealand Limited is the administrator of this insurance as Coverholder for Lloyd's. Yamaha Motor Insurance has been given binding authority by Lloyd's which allows it to enter this policy and handle and settle claims for it, subject to the terms of the binder authority. In dealing with this policy Yamaha Motor Insurance New Zealand which acts for Lloyd's and not You.

Our contact details are:

- Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

This document and this insurance may be provided to You by a Yamaha Motorcycle dealer or Yamaha Motor Insurance New Zealand Limited.

### Your Duty

You should carefully read this policy and any other documentation that We send You such as Your Certificate of Insurance. If You do not fully understand this policy please contact Yamaha Motor Insurance, who will be able to explain it to You, any claims and general enquiries should be directed to - YMI:

- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- Telephone: 0800 664 678

This policy has been designed by Yamaha Motor Insurance in conjunction with Yamaha to give bike owners like You, simple and easy to understand cover to protect You in the event of a crisis such as a collision, accident, fire or theft. Plus, this policy gives You added benefits, which may not be covered by other insurers, which will help You get back on the road sooner.

Terms, conditions, limits and exclusions apply. You need to read all of the information provided by Us on this insurance to properly understand the cover provided.





## QUERIES AND CHANGES

We are here to answer any questions You have about Your cover. If You have any questions about this insurance or would like to update or change Your cover, please: contact our Yamaha Marine Insurance customer service team:

- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- In writing: Private Bag 94412  
Botany, Auckland New Zealand 2163

## YOUR DUTY OF DISCLOSURE

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.



# IMPORTANT INFORMATION

## HOW WE PROTECT YOUR PRIVACY

Lloyd's and Yamaha Motor Insurance are committed to protecting Your privacy in accordance with the Privacy Act 2020 (the "Act"). In this section dealing with Privacy, "We", "Our" and "Us" refers to both Lloyd's and Yamaha Motor Insurance.

This Privacy Statement outlines why, how we collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

- You, if an individual; and
- other individuals you provide information about.

## WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information so We can:

- underwrite and administer Your insurance cover
- advise You about and determine what other service or products We can
  1. provide to You or
  2. that may interest You;
- identify You and conduct necessary checks;
- Issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with
- a policy, managing claims, claims investigation, handling and settlement;
- Maintain and improve Our services and products;
- Make special offers or offer other services and products provided by Us or those We have an association with that might be of interest to You.

You also have a legal obligation to disclose certain information. Failure to disclose information required may result in Yamaha Motor Insurance and Lloyd's declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from someone else.

This may include:

- our authorised representatives;
- other Insurers;
- our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- our distributors or referrers, agents or related companies;
- service providers,
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your policy;
- witnesses and medical practitioners;
- family members; and
- in the case of Lloyd's personal information provided to them by Yamaha Motor Insurance.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

this privacy notice;

- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

In the course of underwriting and administering Your Policy as well as providing services to You, we may disclose Your information to:

entities to which We are related, in the case of Yamaha Motor Insurance, our insurers, reinsurers, contractors Our representatives or third-party providers providing services related to Us or who are administering Your policy;

- other insurers and reinsurers;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to You;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- mailing houses and marketing companies;
- insurance reference bureaus;
- credit providers;
- social media and other similar sites and networks, membership;
- loyalty and rewards programs or partners;
- providers of medical and non-medical assistance and services;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.
- We also may need to disclose information to persons located overseas.
- We may disclose personal information to our related bodies corporate and third party suppliers and service providers located overseas. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.
- We may disclose your personal information to entities located outside of New Zealand, including the following:
  - India, Australia, Japan, Singapore and United Kingdom;
  - our data hosting and other IT service providers, located in Singapore and the United Kingdom.
  - These countries may change from time to time and as may be notified in Our Privacy Policy from time to time.

## YOUR ACCESS TO PERSONAL INFORMATION

You may gain access to or request correction of your personal information and that of any other person insured by this policy by contacting:

- In writing:  
Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access costs in some limited circumstances.

## CONSENT ACKNOWLEDGMENT

By completing the application form (including any associated form) and paying the premium, You consent to the use of Your personal information stated in the privacy statement above.

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

Yamaha Motor Insurance:

- By phone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- In writing: Private Bag 94412  
Botany, Auckland, New Zealand 2163

## DISPUTE RESOLUTION PROCESS

We are committed to handling any complaints about Our products or services efficiently and fairly. If You have a complaint about Our products or services You can contact Us and request that Your matter be reviewed by management by writing to:

- The Complaints Manager  
Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [complaints@yminz.co.nz](mailto:complaints@yminz.co.nz)

If you are dissatisfied with the service, insurance or the financial services provided by the insurer, please contact the Complaints Manager listed above.



Yamaha will acknowledge your complaint within 5 business days and provide you with the contact details of the person handling your complaint. We will issue our response to your complaint within 10 business days.

If more time is needed to collect necessary information or complete any further investigation required, we will agree with you a reasonable alternative timeframe.

If you are not satisfied with the response to your complaint, you should contact Lloyd's for consideration under their dispute resolution process. You can contact Lloyd's at:

Lloyd's Underwriters' General Representative in New Zealand

Mr Scott Galloway

c/o Hazelton Law

PO Box 5639

Wellington New Zealand

Phone +64 4 472 7582

Fax: +64 4 472 7571

Email: [ldrnz@lloyds.com](mailto:ldrnz@lloyds.com)

Your dispute will be acknowledged within 5 working days of receipt, and Lloyd's will send a final response on behalf of the Underwriters within 10 business days.

If we are unable to resolve your complaint within 8 weeks of receiving your original complaint, or if you are still not satisfied with the outcome, you can choose to have your complaint independently reviewed by the Insurance & Financial Services Ombudsman (IFSO).

The IFSO provides a free and independent dispute resolution service for consumers who have a dispute with

their financial service provider falling within its terms. You can contact the IFSO at:

The Insurance & Financial Services Ombudsman Scheme (IFSO)

PO Box 10-845

Wellington 6143 New Zealand

Phone: 0800 888 202 or +64 4 499 7612

Fax: +64 4 499 7614

[info@ifso.nz](mailto:info@ifso.nz) [www.ifso.nz](http://www.ifso.nz)

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. Your complaint will be referred to FSCL if We have reached a "deadlock" in trying to resolve it. FSCL's contact details are: [info@fscl.org.nz](mailto:info@fscl.org.nz) or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to You to use the services of FSCL.

## FAIR INSURANCE CODE

We are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

When You lodge a claim, we will tell You in plain language what information we need and how You should go about making a claim.

We will respond promptly to any request You make for assistance with a claim and it will be considered and assessed promptly.



# DEFINITIONS

## **Whenever these words are used this is what they mean:** **CERTIFICATE OF INSURANCE**

means the latest Certificate of Insurance We give You. We give You a Certificate of Insurance when You first buy the policy or whenever any part of the policy is changed or when the policy is renewed.

## **EXCESS**

means the amount You must contribute when a claim is accepted under the policy as shown on Your Certificate of Insurance.

## **INJURY**

means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.

## **INTERESTED PARTY**

means the credit provider noted in the Certificate of Insurance.

## **LLOYD'S**

Means certain underwriters at Lloyd's of London the insurer of this insurance policy.

## **MOTORCYCLE**

means the motorcycle(s) described in the Certificate of Insurance including accessories, if described in the Schedule, whilst fitted to the Motorcycle. This does not include crash helmets.

## **NO CLAIM BONUS**

means a discount on Your premium when You buy the policy if You have not experienced a recent Motorcycle related claim. We tell You What Your discount is when You apply for the policy. If You hold the policy with us for three consecutive years and make no claims, We will apply our Maximum No Claim Bonus discount for all future renewals of the policy with Us.

## **PERIOD OF COVER**

Means the period commencing on the start date shown in the Certificate of Insurance and finishing on the end date shown in the Certificate of Insurance.

## **PLACE OF STORAGE**

means a fully enclosed structure or building which had all exits locked immediately preceding the theft.

## **TOTAL LOSS**

means the loss of Your Entire Motorcycle(s) or damage to Your Motorcycle(s) described in the Certificate of Insurance Which Your Motorcycle insurer considers to be uneconomical to repair.

## **TOTAL LOSS PAYMENT**

means a pay out of the lesser of the market value and the full sum insured for Your motorcycle in respect to a total loss. If a credit provider is noted as having an Interest in Your Motorcycle on Your Certificate of Insurance and, if You have a claim and We agree to settle on a cash basis, We have the option of making this payment to the credit provider in full or part settlement of Your claim.

In this situation, We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your finance contract. The Total Loss Payment includes any deductions for items such as excess or any premium due under this policy.

## **WE, OUR, US**

means Lloyd's acting through their Coverholder Yamaha Motor Insurance New Zealand Limited

## **YOU OR YOUR**

means the insured person(s), company or other entity named in the Certificate of Insurance.



## TYPE OF COVER SELECTED UNDER THIS POLICY:

### COMPREHENSIVE COVER

will mean that You have cover under Section One and Section Two of the policy.

### THIRD PARTY, FIRE, THEFT & TRANSIT

will mean that You have full cover under Section Two but limited cover only under Section One of this insurance, which is restricted to cover for sudden and accidental physical loss or physical damage to Your Motorcycle by:

- Fire;
- Theft from Place of Storage;
- An incident occurring when the motorcycle is being transported on a trailer;

### THIRD PARTY ONLY

will mean you have full cover under Section Two only.

## DESCRIPTION OF USE

We will cover Your Motorcycle against sudden and accidental physical loss or physical damage occurring in New Zealand and subject to terms and conditions of this policy and the Certificate of insurance.

- For Private Pleasure purposes.
- Farm Use.



## SECTION 1 COMPREHENSIVE COVER

We will cover Your Motorcycle against sudden and accidental physical loss or damage occurring in New Zealand and subject to terms and conditions of this policy and the Certificate of Insurance.

### AMOUNT PAYABLE:

#### WE WILL AT OUR DISCRETION;

1. Repair or replace Your Motorcycle.
2. Pay You the reasonable cost of repairing or replacing Your Motorcycle.
3. Pay You the agreed value or Market Value of Your Motorcycle (whichever is applicable) noted on Your Certificate of Insurance.  
Up to a maximum of the sum insured shown in the Certificate of Insurance.

### ADDITIONAL BENEFITS:

#### COMPREHENSIVE COVER ONLY

1. Salvage Costs
  - If Your Motorcycle cannot be ridden following an accident covered by this policy, We will pay the reasonable cost of removing it to the nearest repairer or place of safety up to \$2000.
2. Repatriation Costs
  - We will pay the reasonable cost of accommodation and travel for You and Your passenger to return to Your home after an accident occurs to Your Motorcycle which results in a claim payable under this policy, including the reasonable costs of also returning Your repaired Motorcycle to Your home provided: Our total liability is limited to \$1,500 for any one accident.
3. Helmet Cover and Riding Gear
  - In the event of an accident giving rise to a claim Section 1 is extended to cover Your helmet, and other riding gear, primarily designed and intended to be worn whilst riding Your Motorcycle, such as riding jacket, riding pants and riding boots, is lost or damaged up to a limit of \$1,500 any one item with a maximum of \$3,000 any one claim.

4. Keys and Locks
  - Where Your keys and/or combinations have been stolen or illegally duplicated We will pay up to \$1,500 to replace Your keys and/or locks. No excess applies.
5. 36 months New for Old Replacement on Yamaha Branded Motorcycles This benefit only applies if:
  - Your Yamaha Branded Motorcycle was purchased new; and
  - You have taken out the Policy to insure this new Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle when new.

If Your Yamaha Branded Motorcycle is declared by us to be a Total Loss within 36 months of its original registration, We will at Our option either, replace it with a new Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new Yamaha Branded Motorcycle of the same make, model or series.

**This cover provided will only apply to a Comprehensive Cover policy and provided We have accepted a claim under this Section of the Policy.**

We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.

The cover under this additional cover will end as soon as one of the following occurs:

- the Policy is cancelled;
- Your Yamaha Branded Motorcycle is no longer covered by the Policy;
- 36 months from the Yamaha Branded Motorcycle's original registration;
- Your Yamaha Branded Motorcycle has been sold.

6. 24 months New for Old Replacement on Your non-Yamaha Branded Motorcycles.

This benefit only applies if:

- Your non-Yamaha Branded Motorcycle was purchased new; and
- You have taken out the Policy to insure it at the same time as purchasing the Motorcycle when new.

If your non-Yamaha Branded Motorcycle is declared by Us to be a Total Loss within 24 months of its original registration, We will at Our option, replace Your non-Yamaha Branded Motorcycle with a new non-Yamaha Branded Motorcycle

of the same make, model or series or pay to You the replacement value of a new non-Yamaha Branded Motorcycle of the same make, model or series.

We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement non-Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.

The cover under this additional cover will end as soon as one of the following occurs:

- the Policy is cancelled;
- Your non-Yamaha Branded Motorcycle is no longer covered by the Policy;
- 24 months from the non-Yamaha Branded Motorcycle's original registration;
- Your non-Yamaha Branded Motorcycle has been sold.

**This cover provided will only apply to a Comprehensive Cover policy and provided We have accepted a claim under this Section of the Policy.**





## ADDITIONAL BENEFITS: COMPREHENSIVE COVER AND THIRD PARTY, FIRE, THEFT AND TRANSIT

### 1. Marine General Average

This is deliberate loss or damage incurred to the Motorcycle in time of peril to prevent the loss of a ship and/or cargo. We will pay for any contributions and/or expenditure which may become legally payable by You because of Your Motorcycle being carried by ship between ports in New Zealand.

### 2. Yamaha DNA Protection

There is no excess applicable on theft claims if Yamaha DNA has been applied to the Motorcycle by an authorised Yamaha dealer.

### 3. Named Rider Benefit

Should Your Motorcycle be ridden by any person other than those noted on the Certificate of Insurance an additional excess of \$500 of each claim under section one of the policy will be applied to the excess noted on Your Certificate of Insurance. However, this additional excess will not apply:

- When Loss or damage by fire occurs without impact or collision.
- If the Motorcycle is stolen or when left in the hands of a repairer or sales outlet for service, repairs or sales purposes.

### 4. Riders under 25 years of Age Restriction When the Certificate of Insurance shows that Under 25 Rider restriction option applied We will not cover any accidental loss, damage or liability, which results in a claim, when the Rider of Your Motorcycle was a person under 25 years of age and the restriction is noted on Your Certificate of Insurance. We will not refuse to pay Your claim if the Rider of Your Motorcycle:

- a) was found guilty of theft or illegally used Your Motorcycle; or
- b) was a person paid by You to repair service or test Your Motorcycle.

### 5. Uninsured Third-Party Cover

If Your Certificate of Insurance shows cover type Third Party, Fire, Theft and Transit We will cover Your Motorcycle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to the maximum amount of \$3000 including the cost of protection, removal and towing.

#### **You may only claim under this extension if:**

- a) You can provide Us with the name, address and vehicle registration number of the person responsible for the accident, and;
- b) We accept You did not contribute to the cause of the accident.

#### **No Blame Bonus and Excess Protection**

We will not penalise Your No Claim Bonus entitlement or apply Your Excess for a claim if You have been involved in an accident during the period of insurance, and;

- a) You can provide Us with the name, address and vehicle registration number of the person responsible for the accident, and;
- b) We accept You did not contribute to the cause of the accident.

#### **Natural Disaster**

We will cover Your Motorcycle(s) noted in the Certificate of Insurance for loss or damage caused by Earthquake, Volcanic Eruption, Tsunami or Hydrothermal Activity or Geothermal Activity.

## OPTIONAL BENEFITS

### LAY UP COVER

If You take this option, the cover for Your Motorcycle is restricted to accidental physical loss or physical damage, Fire and Theft occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance. This restriction of cover gives You a monthly discounted premium and only applies during the period specified on the Certificate of Insurance.

You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home in transit or being ridden, unless Your Motorcycle is being taken to or from a motorcycle dealership for service or repair.





## SECTION 2 THIRD PARTY LIABILITY

We will cover Your legal liability to pay compensatory damages for Injury, or loss or damage to property of others occurring during the period of insurance resulting from the use of Your Motorcycle within New Zealand and subject to the terms and conditions of this Policy.

This Liability Cover is Also Extended:

- a) To You while You are using another Motorcycle with the permission of its owner provided it's not:
  - owned by You or being leased to You.
  - being purchased or hired to You under any form of hire or purchase agreement.
- b) To any other person using Your Motorcycle with Your permission, but subject to the terms and conditions of the policy.
- c) To protect Your employer while Your Motorcycle is being used by You (or a fellow employee with Your permission) on Your employer's business or while You are riding another Motorcycle as a servant or agent of Your employer.

- d) To cover defense, inquiry costs and expenses incurred by You with Our consent plus any costs and expenses (excluding fines) awarded against You.  
Provided that there is no cover under any of these extensions if there is any cover provided for that person, property or Motorcycle under any other policy.

### THIRD PARTY LIABILITY LIMIT

Our liability in respect to any one claim or series of claims arising from one occurrence shall not exceed \$1,000,000 for property damage and \$1,000,000 for Injury and our total aggregate liability in respect of any one claim or series of claims arising from one occurrence for property damage and Injury combined shall not exceed \$1,000,000.





# WHAT YOU ARE NOT COVERED FOR (EXCLUSIONS)

## COMPREHENSIVE COVER

1. The Excess: As shown on Your most recent Certificate of Insurance or Your most recent Renewal Notice.  
Please note: notwithstanding the above, the Excess for all Total Loss Claims shall be applied to the Market Value or the Sum Insured whichever is the lesser.
2. Loss or damage caused by normal wear and tear, corrosion, any existing defects and any consequential loss associated with the Motorcycle's depreciation.
3. Damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems unless it occurs at the same time as other damage to the Motorcycle for which a claim is payable under the policy.
4. Theft of any accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's place of storage.

## THIRD PARTY LIABILITY COVER

**You or any other person to whom the section has been extended are not covered for:**

1. The Section 2 Excess shown in the Certificate of Insurance in respect of each claim.
2. Loss or damage to property belonging to or under the care, custody or control of any person covered under this policy or Injury to any person which is because of an accident which happens whilst that person is either the rider or passenger of Your Motorcycle.
3. Any responsibility which You or Your Rider have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the rider responsible.
4. Any liability to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You.
5. Liability for personal injury as defined in the Accident Compensation Act 2001 and/or for which cover is provided under the Accident Compensation Act 2001.

## SECTION 1 AND 2

1. Any loss or damage or liability while any Motorcycle in connection with which insurance is granted under the Policy is:
  - a) Left unattended, unless it is in a Locked Place of Storage or Building or the steering has been locked and keys have been removed, this exclusion applies to claims for the Theft of Motorcycle only.
  - b) Let out on hire or is used for the business or carrying fare paying passengers
  - c) Being tested in preparation for or engaged in any racing pace making, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event.
  - d) Participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us.
  - e) Being used otherwise than in accordance with the Description of Use or not being used for the purpose it was designed or not as a Motorcycle as defined in the Transport Act 1962 or any Act in substitution.
  - f) Being ridden by any person who does not have a license which is in full force and effect at the time and place of the accident or is not complying with the conditions of his or her license except:
    1. If he or she is being taught to ride and is complying with all the requirements of the law and is of an age to obtain a license to ride the Motorcycle.
    2. If he or she has held but not renewed a license and is not disqualified from holding or obtaining a license without a further driving test.
  - g) Being ridden by any person who is a new resident or visitor to New Zealand and who first entered New Zealand more than 12 months ago and who holds either an overseas license or an international driver's license only.
  - h) Being ridden in either an unsafe or unroadworthy condition or is being ridden in a manner likely to cause an accident.

- i) Being ridden by any person who: At the time of any event giving rise to claim under this policy has proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law.
  - j) Following an event giving rise to a claim under this Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so.
  - k) Arising out of the circumstances giving rise to any claim under the Policy is convicted of any alcohol or drug related breach of the law governing the use of Motorcycles.
  - l) Is under the influence of alcohol or drugs where alcohol or drugs contribute in any way to the accident.
  - m) Leaves the scene of the accident when it is an offence to do so.
2. Any loss or damage or liability caused by or arising from:
- a) Confiscation or requisition by order of any public authority.
3. Any loss or damage liability: Which is recoverable under the Accident Compensation Act 2001 or any Act in substitution.

## OTHER EXCLUSIONS

### WAR AND CIVIL WAR

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### SANCTIONS LIMITATION

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### SEVERAL LIABILITY NOTICE

The subscribing Insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

### BIOLOGICAL OR CHEMICAL MATERIALS

It is agreed that this Insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### RADIOACTIVE CONTAMINATION

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such from nuclear reaction nuclear radiation or radioactive contamination may have been caused. NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or nuclear contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly from that Fire.

### FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

# GENERAL INFORMATION

## RIDING EXPERIENCE

This insurance has been arranged on the basis of information supplied by You. We have specifically asked You in the Insurance Proposal in relation to Your Motorcycle ownership in the last 5 years. The answer to this question affects the terms and conditions of Your Policy. It may be that the terms of insurance would have been different or We would not cover You if the answer to this question was not entirely correct and truthful. Please read the section entitled "Your Duty of Disclosure" in this Policy.

## CHANGE OF MOTORCYCLE

Cover is provided if You purchase another Motorcycle to replace the Motorcycle described on the Certificate of Insurance, and You have:

- Notified Us within 21 days of its purchase; and
- We have agreed to cover it under the policy; and
- You have agreed to pay Us the premium We require for it.
- If You sell or agree to sell or in any way transfer Your interest in Your Motorcycle, the cover provided by this Policy is automatically cancelled unless We have agreed otherwise in writing.

## MODIFY YOUR MOTORCYCLE

You must tell Us if You modify Your Motorcycle from the manufacturer's original specifications or if there is a significant change in the use of Your Motorcycle. If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may alter the terms and conditions of the policy and this may involve the payment of an additional premium. Alternatively, We may cancel the policy or decide not to offer renewal.

## REPLACEMENT PARTS WARRANTY

It is agreed that in the event of an accident to Your Motorcycle necessitating the manufacture of new parts or the importing of parts and accessories. Our liability shall be limited to the latest list price in New Zealand of such parts or accessories or the price of the closest New Zealand equivalent or the cost of making a new part, whichever is the lesser. It is further agreed We will not be liable for any costs incurred.

- Due to the inability of any repairer to match existing paint.
- To replace any part of accessory that has not suffered accidental damage.

## OTHER INTERESTED PARTY

Where any Motorcycle is mortgaged or subject to Hire Purchase Agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss under Section 1 will be made to such Interested Party whose receipt will discharge Us completely.



## WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

If an event occurs that is likely to result in a claim, you will need to do the following. Please note all items may be applicable to Your claim.

### WHAT YOU MUST DO;

- Promptly take all reasonable and responsible precautions to prevent any further loss or damage or theft of Your Motorcycle;
- Make a report to the Police if You are involved in an accident with a third party, inform the Police if it appears that there has been arson, theft, burglary or malicious damage and cooperate fully with the Police with any investigation and/or prosecution;
- Contact Us and tell Us details of what has happened;
- Complete Our claim form and any other form We ask You to complete;
- Do not dispose of any damaged property;
- Tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
- Allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must co-operate fully in any recovery action;
- contact Yamaha Motor Insurance as soon as possible;  
By phone: Yamaha Motor Insurance: 0800 664 678  
By e-mail: [claims@yminz.co.nz](mailto:claims@yminz.co.nz)

### YOU MUST NOT AUTHORISE REPAIRS TO YOUR MOTORCYCLE WITHOUT OUR CONSENT.

If We agree You have a claim, only We have the right to:

- Make or accept any offer or payment, or in any other way admit You are liable.
- Settle or attempt to settle any claim, or
- Defend any claim.

### WHEN WE MAY REFUSE A CLAIM

We may refuse a claim if amongst other things:

#### When making a claim, You;

- Are not truthful,
- Have not given Us, or refuse to give full and complete details, or
- Have not told Us something You should have.

#### You do not always take reasonable care to:

- Prevent theft of the Motorcycle.
- Protect Your Motorcycle against any initial or further loss or damage.
- Keep Your Motorcycle in good order.
- You do not give Us the documentation and information We may need to help Us decide on any amount that We may pay You.

#### You do any of the following without Our knowledge and consent:

- Make or accept any offer or payment, or in any other way admit You are liable.
- Settle or attempt to settle any claim.
- Defend any claim.

## SANCTIONS

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/ or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the policy.

## CANCELLING YOUR INSURANCE

You can cancel the policy at any time by telling Us in writing that You want to cancel it. Where the insured involves more than one person We will only cancel the policy when a written agreement to cancel the policy is received from all of them.

We will refund any premium You have paid, less an amount that covers the period for which You were insured, unless there has been a total loss.

We can cancel Your insurance by giving You 14 days prior written notice to Your last known address in any of the circumstances set out below:

- If You have not paid the premium, or
- If Your claim is fraudulent in any way, or
- If You breach any of the terms of this policy.

We will refund any premium You have paid, less an amount that covers the period for which You were insured, unless there has been a total loss.

### MONEY BACK GUARANTEE

If You decide that Your insurance cover doesn't meet Your needs, for whatever reason, and You have not made a claim, You can return Your policy within 14 days of the start of Your insurance and receive a full refund. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover). It's called Your Cooling Off Period and it's as simple as that.

### GOODS AND SERVICES TAX

Where any part of this policy specifies any sum insured this amount includes GST.

### JURISDICTION

The law of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this policy. Any compensation awarded to costs or expenses of litigation outside New Zealand are not covered.

## RENEWING THE POLICY

At least 14 days before the Policy expires We will send You a renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

If You pay Your Policy in monthly instalments then unless You are otherwise notified by Us, We will automatically renew Your Policy each year on the terms contained in the renewal invitation We send You, unless You tell Us otherwise prior to the expiry date. This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

## CONFIRMING TRANSACTIONS

You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your adviser do not already have the required Policy confirmation details.



## Administered by Yamaha Motor Insurance

FSP 556706

Locked Bag 94412, Botany Auckland, NZ 2163

Phone: 0800664678

Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

