



OFF-ROAD RIDER INSURANCE

Policy Wording



Make your dream a reality.

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ABOUT THIS DOCUMENT

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 a 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 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

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:

Our contact details are:

- Telephone: 0800 664 678
- Email: customerservice@yminz.co.nz

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 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 your motorcycle 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.

COOLING OFF PERIOD

If You decide that this Yamaha Off Road Rider insurance cover doesn't meet Your needs for whatever reason and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover).

SERVICE

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:

- visit: yamaha-motor.co.nz
- call claims: 0800 664 678
- email: customerservice@yminz.co.nz
- telephone customer service: 0800 664 678
- write to: Yamaha Motor Insurance, Private Bag 94412, Botany, Auckland, New Zealand 2163

APPLYING FOR COVER

When You apply for this insurance, You will need to answer questions that We ask You. We will use and rely on the information supplied by You to decide the terms of cover We will provide.

The Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance, Your premium, details of Your Motorcycle, the Excess(es) that will apply to You and whether any standard terms have been varied by way of endorsement.

Where We agree to enter into a Policy with You, Your Policy with Us is made up of:

- this Policy Wording;
- Your Certificate of Insurance; and
- any other document We tell You forms part of Your Policy, including any endorsement or supplementary Policy wordings issued by Us.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

Before expiry We will send You a renewal notice which tells You whether We will renew Your insurance and on what terms. The renewal notice will tell You what is required.

DETERMINING YOUR PREMIUM

When You buy Your insurance, We tell You the premium You must pay and show it on Your Certificate of Insurance.

To determine Your premium, We consider factors such as the cover You want, the Motorcycle You want to insure, the limits and Excess(es) that will apply and Your insurance history and whether You are paying by instalments or not.

Your Premium also includes an administration fee and any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

We will reward You with a no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent Motorcycle insurance related claim. We tell You what Your discount is when You apply for the Policy. Your premium is calculated on current rates and We then apply any no claim bonus premium discounts You

may be entitled to. You will be entitled to Our maximum no claim bonus premium discount if You have not experienced any Motorcycle insurance related claims in the past three (3) years.

Our no claim bonus discount works as follows:

- 40% discount if You have had no claims in the past three (3) years;
- 30% discount if You have had 1 claim or less in the past three (3) years;
- 20% discount if You have had two (2) claims or less in the past three (3) years; or
- 0% discount in all other cases.

The level of discount will be adjusted upon renewal depending on whether any claims are lodged during the previous Period of Insurance and this may either:

- increase Your discount if You have not made a claim (up to the next level or Our maximum level, whichever applies); or
- decrease Your discount (if You have made a claim); or
- remain the same.

If You hold the Policy with Us for three (3) consecutive years and make no claims, We guarantee to apply Our maximum no claim bonus discount for this Period of Insurance.

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

If Your premium is payable in instalments, this may increase the amount of premium that You must pay. If the premium is payable in instalments, You must continue to pay the instalments to maintain cover. If You pay by instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least fourteen (14) days, We may refuse to pay any claim that arises after the unpaid instalment was due.

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

We may deduct from any claim amount benefit payment, any unpaid premium or instalment of premium.

THINGS YOU SHOULD DO WHEN PURCHASING YAMAHA OFF-ROAD RIDER INSURANCE

UNDERSTAND THIS INSURANCE COVER

You will only be entitled to the cover provided by this Yamaha Off Road Rider Insurance once You have paid the applicable premium for the Cover Option which is noted on Your Certificate of Insurance. You should read this Policy wording and all other documents that make up the Policy in full to ensure You understand the cover provided as well as the limits and exclusions that apply.

The Cover Provided, Additional Benefits and what We do not pay under the Policy is shown under Section "What We Pay".

UNDERSTAND YOUR DUTY OF DISCLOSURE

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, which 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 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.

KEEP YOUR MOTORCYCLE IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECTED

You must maintain Your Motorcycle in a good state of repair and condition. Any loss or damage caused by poor maintenance is not covered under the Policy. You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. If You make a claim and knew about something that could cause loss or damage to Your property and You did not make reasonable efforts to avoid it before the loss or damage occurred, then Your claim may not be paid. If You do suffer loss or damage to Your Motorcycle, You must also make reasonable efforts to prevent any further loss or damage.

KEEP PROOF OF OWNERSHIP AND VALUE

When You make a claim for loss or damage, We will require proof that You owned the item/s and its value or Your claim may not be paid.

The easiest way to do this is by keeping receipts, valuations and other forms of purchase confirmation such as model and serial numbers.

CHANGES TO YOUR POLICY

You must immediately tell Us about any changes to the information You gave Us when You took out or last changed Your Policy, including but not limited to:

- the registration status of Your Motorcycle;
- the address where Your Motorcycle is normally kept;
- the use of Your Motorcycle; and
- regular Riders who will ride Your Motorcycle. You must tell Us as soon as possible of any:
 - Modifications that are made to Your Motorcycle;
 - Accessories that are added to Your Motorcycle; and
 - driving or criminal offences that have been committed by anyone who regularly rides Your Motorcycle. You do not need to tell Us about parking offences that a regular Rider may receive.

Failure to notify us of changes could result in a failure to pay your claim.

INTERESTED PARTIES

We will not insure the interests of any person other than You, unless You have notified Us in writing of such interest, and the interest has been noted in the Certificate of Insurance.

ENSURE THAT YOUR PREMIUMS ARE ALWAYS PAID

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

MEETING YOUR OTHER OBLIGATIONS

You will need to meet other conditions of the Policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the Policy to the extent permitted by law.

GOODS AND SERVICES TAX (GST)

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

GST AND CLAIMS

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay.

However, if You are or would be entitled to claim any Income Tax Credit (ITC) for the repair or replacement of the Motorcycle or for other things covered, We will reduce any claim under the Policy by the amount of such ITC. You must advise Us of Your correct ITC percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.



MAKING A CLAIM

WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

We understand that it can be very stressful if You need to make a claim. Our claims team will be there to help You with advice and assistance when You need it most.

If an incident occurs, the following checklist will help You ensure that Your claim can be assessed quickly:

First You should:

- do what You can to prevent any further loss, damage or cost;
- tell the police if the event involves Theft, or if required under relevant road rules;
- Contact our claims team on 0800 664 678;
- ask the dealer to call YMI on 0800 664 678.

You must never, without Our consent:

- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- dispose of any damaged property.

We will also require You to:

- provide Us with the proof that We require regarding lost or damaged items or out of pocket expenses;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- tell Us about any other insurance that may be relevant to the claim.

COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for loss or damage to Your Motorcycle, We may require You to dismantle it or authorise Us to dismantle it, so, we can assess Your claim and/or decide if it is valid. We may refuse to assess or pay Your claim if You do not agree to this.

If We determine that the claimed loss or damage is not covered, You will be responsible for the costs of the above dismantling as well as any costs associated with it (including but not limited to any diagnosis, reassembly, repair, and/or replacement costs).

If We determine that the claimed loss or damage is covered, We will settle Your claim in accordance with the terms and conditions of the Policy.

We will never pay more than the relevant limit specified in this document or on Your Certificate of Insurance.

If We pay You the reasonable cost of repairing or replacing Your Motorcycle, Our payment will be based on the cost required to repair or replace it as near as possible to its appearance and condition immediately prior to the claimed loss or damage.

WHAT YOU MUST PAY IN THE EVENT OF A CLAIM

Excess

If You make a claim, You will be liable to pay the Excess. We will not make any payments to You or any other party in relation to a claim until the Excess has been paid in full.

There are 2 types of Excess:

- Basic Excess; and
- Additional Age Excess

Basic Excess

The Basic Excess is the standard Excess applicable to all claims and is specified in the Certificate of Insurance. The factors that We consider in assessing Your Basic Excess are the same as those We consider when We assess Your premium (see page 1).

Additional Age Excess

The Additional Age Excess is based on the age of the Rider at the time of the incident giving rise to a claim. If an Additional Age Excess applies, the amount will be shown on the Certificate of Insurance.

The Additional Age Excess must be paid in addition to the Basic Excess that applies in the event of a claim.

REPAIRING YOUR MOTORCYCLE

In the event of a claim We may ask You to get one quotation from a Motorcycle repairer whom We may nominate. We may also propose a repairer to repair Your Motorcycle.

We will guarantee the quality of workmanship and materials on authorised repairs, including any sublet repairs, for the life of Your Motorcycle at no extra cost to You, while the Motorcycle is under Your ownership. For example, Our workmanship guarantee would apply to respray a replaced panel.

If the repairs to Your Motorcycle will put it in a better condition than what it was prior to the damage, You may be required to pay part of the cost of repairs.

Parts used in repairing Your Motorcycle by an authorised repairer may be manufactured by persons other than the Motorcycle manufacturer and will be compatible with the age and condition of Your Motorcycle.

If Your Motorcycle is Accidentally Damaged and We agree to repair Your Motorcycle You will be required to pay 50% of the cost of repairs to Us before repairs commence.

PAYING THE MARKET VALUE

If Your Motorcycle is a Total Loss and We decide to pay You the Market Value, the Motorcycle (or what's left of it) including any Accessories or Modifications become Our property. If We pay You the Market Value, the Policy will cease and no refund of premium will be available.

You won't receive a refund of premium because all our obligations under this Policy will have been met.

CLAIM RECOVERY

We reserve the right to recover any money paid by Us because of a claim. When We do this, We may need to take such action in Your name. You must cooperate with Us and give Us any information We may require. We will pay for any legal costs.

AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

We will not pay a claim if, without prior agreement from Us, You make any agreement that will prevent Us from recovering the loss from a third party.



POLICY COVERAGE

WHAT WE PAY

COVER PROVIDED

Fire and Theft

If, during the Period of Insurance Your Motorcycle is partially damaged as a result of Theft or Fire, We will at Our option either:

- repair Your Motorcycle, or
- pay You the cost of repairing Your Motorcycle.

If, during the Period of Insurance Your Motorcycle is deemed by Us to be a Total Loss as a result of Theft or Fire, We will pay You the Purchase Price or the Market Value of Your Motorcycle, whichever is the lesser.

If, during the Period of Insurance, Your Motorcycle is stolen and found damaged, or is damaged by Fire, We will also pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is \$500.00

ADDITIONAL BENEFITS

Transit Damage cover

We will pay for loss or damage to Your Motorcycle whilst it is being transported during the Period of Insurance.

We will only pay if the loss or damage is caused by:

- Fire, Flood, collision or overturning of the conveying vehicle; or
- lightning, earthquake or explosion.

If a claim occurs and it is not due to Fire, Flood, Lightning, Earthquake or explosion, the maximum we will pay is:

- contribute 50% to the cost of repairing Your Motorcycle; or
- pay You 50% of the cost of repairing Your Motorcycle; or
- if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value of Your Motorcycle.

We will not pay an amount under this Additional Benefit for any loss or damage that occurs when Your Motorcycle is being loaded onto or unloaded from the conveying vehicle.

If, during the Period of Insurance, Your Motorcycle is damaged whilst in Transit, We will pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is \$500.00

Accidental Damage cover

If, during the Period of Insurance Your Motorcycle is Accidentally Damaged We will at Our option either:

- contribute 50% to the cost of repairing Your Motorcycle; or
- pay You 50% of the cost of repairing Your Motorcycle; or
- if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value of Your Motorcycle.

WHAT WE DO NOT PAY

We will not pay for any claim arising directly or indirectly from, or in any way connected with:

- Your failure to store and secure Your Motorcycle in a fully enclosed and locked building or behind locked gates with an operational locking device, attached to an immovable fixed object whilst at Your Usual Residence;
- Your failure to store and secure Your Motorcycle in a fully enclosed and securely locked building, fully enclosed and securely locked trailer or fully enclosed and securely locked vehicle with an operational locking device, attached to an immovable fixed object whilst Temporarily Removed from Your Usual Residence;
- the cost of repairing damage Your Motorcycle had sustained prior to an incident which results in a claim;
- the cost of repairing faulty workmanship or incomplete repairs previously carried out on Your Motorcycle prior to an incident which results in a claim, unless You are claiming under the terms of Our repair guarantee;
- wear and tear, depreciation or corrosion;
- You being unable to use Your Motorcycle, including the cost of hiring a Motorcycle/vehicle;
- mechanical, structural, electronic or electrical failure;
- any repairs to Your Motorcycle that have been carried out without Our permission;
- the failure to properly safeguard Your Motorcycle after it was stolen and found;
- loss or damage deliberately caused by You or a person using Your Motorcycle with Your permission, a person acting on Your instructions or on the instructions of a person using Your Motorcycle with Your permission;
- the legal seizure of Your Motorcycle;
- war, warlike activities, civil disturbance, nuclear waste or any nuclear material;
- a person using Your Motorcycle with Your permission, stealing, absconding or otherwise misappropriating Your Motorcycle;
- loss or damage that occurs whilst Your Motorcycle is in the care, custody or control of a licensed Motorcycle dealer for sale;
- loss or damage to any clothing or protective wear that may be damaged as a result of a Fire or if they are stolen;
- loss or damage caused by a person acting with Your express or implied consent or others in charge of Your Motorcycle.

POLICY COVERAGE

WHAT WE PAY

COVER PROVIDED

ADDITIONAL BENEFITS

The maximum amount We will pay under this Additional Benefit is 50% of the Market Value of Your Motorcycle.

If, during the Period of Insurance, Your Motorcycle is accidentally damaged, We will pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is \$500.00

Emergency Towing

If during the Period of Insurance Your Motorcycle is partially damaged or a Total Loss as a result of Theft or Fire covered by this Policy and cannot be ridden, we will also pay up to \$500 per claim for the reasonable cost of towing Your Motorcycle to the nearest repairer or place of safety. No Excess applies to this benefit.

WHAT WE DO NOT PAY

We will not pay for any claim arising directly or indirectly from, or in any way connected with:

- locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Motorcycle manufacturer or its recognised distributor within New Zealand. If any part is unavailable in New Zealand, the most that We will pay in relation to any such part will be the lesser of:
 - the manufacturer's most recent New Zealand list price;
 - the list price of the closest equivalent part available in New Zealand; and
 - the actual cost of having a new part made in New Zealand.
- contamination by chemical and/or biological agents, which results from an act of Terrorism.
- Any acts of Terrorism

RIDER EXCLUSIONS

We will not pay for any claim where at the time of the incident resulting in the claim the Rider or the person in charge of Your Motorcycle:

- was under the influence of alcohol or drugs;
- was in excess of the statutory prescribed legal limit for blood alcohol content;
- refused to take a test for alcohol or drug content;
- failed to comply with all obligations that by law he/she is required to comply with following an incident that may result in a claim;
- was carrying a load or towing a trailer or sidecar illegally or in an unsafe condition or more than the maximum weight specified by the manufacturer of Your motorcycle;
- was using Your motorcycle for an illegal purpose;
- is/was not truthful in any statement made about a claim;
- did not immediately make a report to Police when he or she suspected that the motorcycle or items attached to the motorcycle have been stolen;
- failed to report the loss or damage to the Police or to remain at an Accident scene long enough for interested persons to attend.

OTHER CONDITIONS APPLICABLE

We may refuse or reduce a claim or cancel the Policy, or do both, if at the time of an incident resulting in a claim under this Policy Your motorcycle:

- was being ridden on a road, unless that use was permitted by law;
- was not locked with a security device to the building or an immovable fixed object inside the building at Your usual Residence;
- was not locked with a security device to the building or an immovable fixed object inside the building, trailer or vehicle, when the motorcycle is not at Your usual Residence;
- was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation;
- was being used or tested in preparation for any motor sports. This does not apply where You are participating in an approved rider training course provided:
 - the Rider training course is conducted by an established business;
 - the business conducting the Rider training course is accredited or approved by the relevant region traffic authority; and
 - the Rider training course is conducted on private property, which is used solely for the purpose of Rider instruction;
- was outside New Zealand;
- had been modified from the manufacturer's specifications, unless We had agreed to cover it;
- was being used for towing and/or motorcycle haulage in connection with the motor trade or breakdown service;
- was being used in connection with emergency or law enforcement services;
- was stolen whilst being tested by a prospective purchaser.

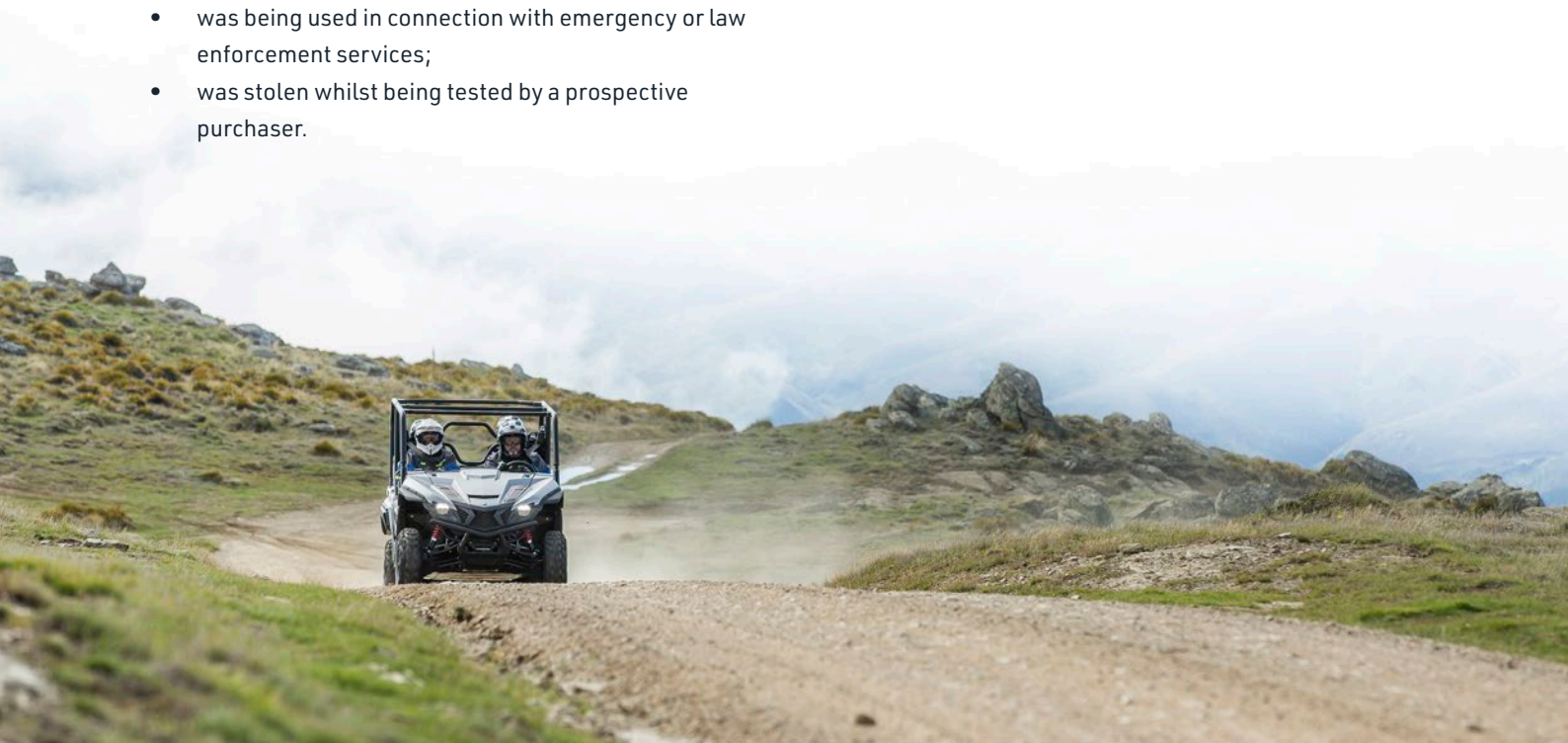
CHANGING MOTORCYCLES

If You replace Your motorcycle with a Replacement motorcycle in the Period of insurance, the Policy will cover the Replacement motorcycle for a maximum of 21 days from the time of purchase, provided You advise us of the Replacement motorcycle details within this period. The most We will cover You for the Replacement motorcycle is the market Value of motorcycle, unless We agree to accept cover for the Replacement motorcycle under this Policy.

If You do not give us the details of the Replacement motorcycle within this period, cover will only be provided for the motorcycle (as described on the certificate of insurance).

Cover for the motorcycle will cease when We agree to accept cover for the Replacement motorcycle or when You dispose of the motorcycle, whichever is first to occur.

Cover will not be provided for any Replacement motorcycle after 21 days unless We agree to provide cover for the Replacement motorcycle.



OTHER CONDITIONS APPLICABLE

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 cosubscribing 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 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.

TERRORISM EXCLUSION ENDORSEMENT

Terrorism Exclusion: Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement An act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



DEFINITIONS

Certain words used in this document have special meanings. This Definitions section contains such terms.

Accessories means extra items added to the Motorcycle before it was delivered new to its first owner, as well as items added to the Motorcycle by anyone at any time after it was delivered new to its first owner. You must tell us about any of these items and We must agree to insure them as accessories under this Policy.

Accident means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place and is unforeseen or unintended by You.

Accidentally Damaged or Accidental Damage means damage caused to Your Motorcycle by an Accident. This does not include loss or damage caused by Fire, Your Motorcycle being stolen, or loss or damage to Your Motorcycle whilst it is being transported.

Certificate of Insurance means the most recent 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 the Policy is renewed.

Excess means the first amount You must contribute when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted in the Policy.

Financier means the finance company or credit institution that provided the funds to acquire Your Motorcycle, as stated on the Certificate of Insurance.

Fire means burning accompanied by flame but does not include damage as a result of any other cause such as malicious damage, explosion or storm or damage where no flame has occurred such as electrical damage, smoke damage, searing or scorching.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a lake (whether it has been altered or modified);
- a river (whether it has been altered or modified);
- a creek (whether it has been altered or modified);
- another watercourse (whether it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

Insurer means certain underwriters at Lloyd's of London the insurer of this insurance policy

Market Value means the market value of Your Motorcycle immediately prior to the incident resulting in the loss or damage. The amount does not include any warranty costs, stamp duty or transfer fees or allowance for dealer profit. This value is determined by Us, at the time We assess Your claim having regard to the kilometres travelled, age, condition and amount of use of Your Motorcycle.

Modifications/Modified means all changes from the manufacturer's specifications made to the Motorcycle at any time after it left the factory where it was built that You have told Us about and We have agreed to insure as Modifications under this Policy.

Motorcycle means the unregistered Motorcycle or recreational registered off road Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications.

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 Insurance means the period of time that You are covered by the Policy. This period is shown on Your Certificate of Insurance.

However, this period may end earlier at the time the Policy otherwise ends in accordance with its terms or the relevant law.

Policy means Your insurance contract with Us. It includes this document, the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements issued by Us.

Purchase Price means the amount You paid for Your Motorcycle including registration, dealer delivery fees, statutory insurance, Government stamp duty and Goods and Services Tax, but excludes all other costs.

Replacement Motorcycle means a Motorcycle You have purchased during the Period of Insurance to replace the Motorcycle described on the Certificate of Insurance.

Rider means the person using or operating the Motorcycle, or the person legally responsible for its use or operation.

Temporarily Removed or Temporary Removal means when Your Motorcycle is temporarily removed from Your Usual Residence for a period of no longer than 14 days.

Terrorism means any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

Theft means:

- stealing if it occurred at Your Usual Residence as a result of visible, forcible and violent entry into a fully enclosed and securely locked building where the Motorcycle is securely fastened with a locking device to the building or an immovable fixed object inside a building at Your Usual Residence.
- stealing if it occurred whilst Your Motorcycle was Temporarily Removed as a result of visible, forcible and violent entry into a:
 - fully enclosed and securely locked building;
 - fully enclosed and securely locked trailer; or

- fully enclosed and securely locked vehicle where the Motorcycle is securely fastened with a locking device to the:
 - building or an immovable fixed object inside the building;
 - trailer or
 - vehicle.

Total Loss means when Your Motorcycle is:

- stolen and not recovered; or
- damaged by Accident, Fire or Theft to the extent that We decide it is not economical or safe to repair.

Usual Residence means the place where You usually reside and Your Motorcycle is usually stored.

We, Us, Our means the Insurer acting through its agent YMI as set out in this document.

You, Your or Insured means the person or persons named as the insured in the Certificate of Insurance. If Your Motorcycle is subject to a loan, it also includes the Financier, but only to the extent of the Financier's interest in Your Motorcycle.



OUR OBLIGATIONS TO YOU

RENEWING THE POLICY

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

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.

CANCELLING YOUR INSURANCE

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You. We will refund any premium You have paid, less an amount that covers the period for which You were insured, any Government or statutory charges We are not able to recover and a cancellation fee, unless there has been a Total Loss in which case there is no premium refund. If any refund is less than the cancellation fee, no refund will be made.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with Your Duty of Disclosure or misrepresented information when You entered into the Policy. If We cancel the Policy We will send You a cancellation letter.

LATE ANNUAL PAYMENTS

If You do not pay Your premium by the due date We will give You a written notice of Policy cancellation where We are required by law to do so. If You do not pay the premium due on renewal by the due date You will have no cover from the due date.

If We accept Your late payment, We may recommence Your cover from the date we receive Your payment. If so, You will have no cover for the period from the due date until the date payment is received.

CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication

methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your New Zealand cellular phone number. Each electronic communication will be deemed to be received by You at the time it leaves our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your advisor do not already have the required Policy confirmation details.

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.

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.

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

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, Singapore and the 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.

CONSENT

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.

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

CONTACT US AND OPTING OUT

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.

YMI:

- By phone: 0800 664 678
- By email: 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

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: idrnz@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
- 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 or telephone 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website 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.

UPDATING THIS POLICY WORDING

We may need to update this Policy wording from time to time if certain changes occur where required and permitted by law. We will issue You with a new Policy wording or Supplementary Policy wording or other compliant documents? to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms (e.g. YMI's website) or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).



CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment is calculated. These are only examples. We determine claim payments on an individual basis, based on the terms and conditions of the Policy Wording. The examples do not cover all claims scenarios or all benefits. The example assumes that the Policy holder is not registered for GST. You should read this Policy Wording and Your Certificate of Insurance for full details of what We cover as well as what Policy limits and exclusions apply.

EXAMPLE 1: TOTAL LOSS

You have cover for Your Motorcycle. The Basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is damaged in a Fire and We assess the cost of repairs to be \$27,000. The salvage value of the Motorcycle is \$2,000. The Market Value is \$20,000 and the Purchase Price was \$22,000.

We decide Your Motorcycle is a Total Loss.

HOW MUCH WE PAY

Market Value	\$20,000
Less Excess	-\$500
Total Claim	\$19,500

EXAMPLE 2: ACCIDENTAL DAMAGE

You have cover for Your Motorcycle. The Basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is Accidentally Damaged while it is being ridden. We assess the cost of repairs to be \$24,000. The Market Value is \$20,000.

We decide to pay You based on the Market Value of the Motorcycle.

HOW MUCH WE PAY

Damage to Motorcycle	\$10,000 (50% of \$20,000 (Market Value))
Less Excess	-\$500
Total Claim	\$9,500



Yamaha Motor Insurance New Zealand Pty. Ltd.

ADDRESS Private Bag 94412, Botany, Auckland,
New Zealand 2163

PHONE 0800 664 678

EMAIL customerservice@yminz.co.nz

