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# I. Introduction

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## **About this policy**

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) ("BHSI") is the insurer of this policy.

BHSI is part of the Berkshire Hathaway's National Indemnity group of insurance companies and is authorised by the Reserve Bank of New Zealand to carry on general insurance business in New Zealand.

The New Zealand Company Number of BHSI is 5737531 and its Financial Service Provider number is 445946.

Star Insurance Ltd acts as an agent of BHSI as authorised under the terms of an Underwriting Management Agreement established between the two companies.

Star Insurance Ltd does not act as **your** agent nor does Star Insurance Ltd act as an insurance broker or insurance advisor.

Golightly Insurance Services Ltd act as an agent of Star as authorised under the terms of an Agency Representative Agreement established between the two companies. Golightly does not act as your agent nor does Golightly act as an insurance broker or insurance advisor.

## **What your policy consists of:**

Your policy consists of:

- this policy document; and
- the **schedule**; and
- the information **you** have provided to **us** in the proposal, application or declaration, whether **you** have provided this information to **us** verbally or in documentation completed manually or electronically; and
- any other changes advised by us in writing, including by way of endorsement.

In consideration of **you** having paid the premium, **we** agree to insure **you** as set out in **your** policy.

Please read this policy carefully to ensure **you** understand what insurance cover is provided. If **you** have any questions or if **you** would like more information about this policy, please contact Golightly Insurance Services on 0800 875 000 or email david@golightly.co.nz

## **Motorcycle(s) value and sum insured**

It is **your** responsibility to ensure that the **sum insured** under this policy is adequate to pay for **your** entire loss if **your motorcycle** is a **total loss**.

## **Your responsibilities**

**You** must comply with all the terms and conditions of this policy. If **you** do not do so **your** claim may not be payable. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

## **Excess(es)**

Where a single **event** causes **loss** to one **motorcycle** which is covered under this policy, the **excess** applied will be the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions).

Where a single **event** causes **loss** to more than one **motorcycle** which is covered under this policy, the **excess** applied will be the highest of the total of all applicable **excesses** (including the standard **excess** and any **excesses** under any applicable policy extensions) for any one of the **motorcycles**.

### **Disclosure of material information**

When applying for, amending or renewing this policy, **you** have a legal duty of disclosure. This means that **you** must tell **us** of everything **you** know (or would reasonably be expected to know) that a prudent insurer would wish to take into account in deciding whether to provide or continue to provide insurance and if so on what terms and at what premium.

If **you** breach this duty, **we** may avoid **your** policy, which means it will be terminated and treated as if it had never existed.

### **Change of circumstances**

**You** must tell **us** immediately if, at any time after the commencement of this policy, there are any changes that may alter the nature of the risk insured or increase the likelihood of a claim under this policy.

If **you** do tell **us** of any such changes, **we** may alter the premium and/or any terms and conditions of this policy, or cancel it.

### **Headings**

The headings in this policy document are for reference only. They are not to be used for the purposes of interpreting the policy document.

### **Defined words**

Words shown in bold have a defined meaning as set out in the Definitions section starting on page 51 of this policy document.

### **30 day money back guarantee**

If **you** are not satisfied with the cover provided by the policy, **you** may return the policy within 30 days of receiving it. If **you** have made no claims during this period **we** will give **you** a full refund of any premium paid.

### **Privacy Statement**

Star Insurance Specialists and Berkshire Hathaway Specialty Insurance understand the trust that you place in us when you provide us with your personal information relating to this insurance policy. We are bound by the Privacy Act 2020 (the Act) when we collect and use your personal information. Our privacy policies can be viewed on our website locations as listed here:

<https://starinsure.co.nz/privacy-policy/>

<https://bhspecialty.com/privacy-policy/>

## ***II. Motorcycle Use***

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**You** are only covered under this policy where **your motorcycle** is being used by **you** or by anyone else with **your** permission and in accordance with the requirements set out in the description of "Authorised Riders" as stated in the **schedule**.

This policy only applies where (and it is a condition precedent to the policy that) **your motorcycle**:

- a. is being used within New Zealand; and
- b. is being used for:
  - i. private, domestic, social or pleasure purposes;
  - ii. farming purposes;
  - iii. business or professional purposes stated in your proposal, application or declaration and accepted by **us**;
  - iv. unpaid community activities including religious, social welfare or youth support organisations.

This policy also only applies where (and it is a condition precedent to the policy that) **your motorcycle** is not being used:

- a. for hire or reward;
- b. for carrying of fare paying passengers;
- c. on a racetrack whether sealed or not and whether in the presence of other motorcycles or vehicles or not;
- d. for practising, preparing for or taking part in any event at racetracks, competition circuits, courses, arenas or other motor sport venues. Such events include but are not limited to races, rallies, demonstrations, hill climbs, pace-making, tests, trials, closed road events, motorcycle handling lessons or any similar or like activities whether organised or not;
- e. for any rider education or instruction, except where teaching a person to ride, provided all legal requirements are complied with and that such teaching is not for reward or financial gain;
- f. for any film, television or recorded stunt work;
- g. for business or professional purposes other than those stated in your proposal, application or declaration and accepted by **us**;
- h. outside New Zealand;

unless **we** have agreed to cover any of the above and this is stated in the **schedule** or by endorsement.

## **III. Types of Cover**

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Each type of cover is subject to the terms, conditions and exclusions set out in this policy.

The various types of available cover are set out below. The specific type of cover that applies to **your motorcycle** will be shown in the **schedule**.

References to policy extensions within the types of cover below do not include optional extensions. Optional extensions are not included in the types of cover unless **you** have purchased the extension and it is shown in the **schedule**.

If "Golightly Insurance (Comprehensive)" cover is shown in the **schedule**:

- a. both Section One and Section Two including all policy extensions apply; and
- b. unless otherwise stated in the **schedule**:
  - i. in the event of a **total loss**, settlement will be based on **market value**, except if:
    - ii. Policy Extension "New replacement motorcycle" (PE15) applies. Where PE15 applies, Option B applies; or
    - i. Policy Extension "Second hand purchase price guarantee" (PE24) applies;

If "Golightly - Storage & Transit" or "Golightly - Off Road (Storage & Transit)" cover is shown in the **schedule**:

- a. both Section One and Section Two including policy extensions apply, except that:
  - i. Policy Extensions PE1-7, PE9-PE15, PE17-PE32 are removed; and
  - ii. there is no cover under Section One for loss to **your motorcycle** whilst it is being carried in transit unless the **motorcycle** is secured to the extent necessary to prevent unintended movement of the **motorcycle** during such transit.
- b. unless otherwise stated in the **schedule** in the event of a **total loss**, settlement will be based on market value.

If "Third Party Fire & Theft" cover is shown in the **schedule**, the following policy sections apply:

- a. "Section One – Loss to your motorcycle", but only in respect of **accidental loss** to **your motorcycle** which is caused by:
  - i. fire or lightning; and
  - ii. explosion; and
  - iii. theft or unlawful conversion; and
- b. Policy Extension "At fault third party protection" (PE2); and
- c. "Section Two – Legal Liability".

If "Third Party only" cover is shown in the **schedule**, there is no standard cover under Section One.

The following policy sections apply:

- a. Policy Extension "At fault third party protection" (PE2); and
- b. "Section Two – Legal Liability".

## ***IV. Section One***

### ***- Loss to your motorcycle***

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#### **What you are covered for**

You are covered for sudden **accidental loss** to **your motorcycle** which occurs in New Zealand during the **period of insurance** subject to the selected type of cover as shown in the **schedule** and the terms, conditions and exclusions of this policy.

#### **What we will pay**

##### **Repairable**

If **we** consider **your motorcycle** is economic to repair **we** will at **our** option:

- a. pay for the repair of the damaged portion of **your motorcycle**; or
- b. pay **you** the cost of repair as estimated by **our** assessor.

If **we** choose to pay for the repair of the damaged portion of **your motorcycle**, **you** may use the repairer of **your** choice, but **we** will not pay more than **our** assessor's estimate of the cost of repair.

If the repair results in an improvement to the **motorcycle's** pre-accident condition or increases the value of the **motorcycle**, then **we** may require **you** to make a contribution towards the cost of repairs.

If **we** choose to pay for the repair of the damaged portion of **your motorcycle**, **our** assessor's estimate will be based on parts which:

- a. are of the same or similar type as those in or on **your motorcycle** at the time of the **loss**; and
- b. are consistent with the type, age and general condition of the **motorcycle**; and
- c. will not invalidate the **motorcycle** manufacturer's warranty if still applicable to the **motorcycle**.

If any required parts are not available in New Zealand, **we** will pay the reasonable cost of having those parts sourced and shipped from overseas.

If a part is not available in New Zealand or overseas, **we** will pay the lesser of:

- a. the last known list price in New Zealand; or
- b. the price of the part's closest equivalent; or
- c. the cost of making a new part.

Where any part or parts forms part of a pair, set or suite **we** will only pay the market value of the particular part or parts suffering **loss**. Any payment will be without reference to any special value such item or items may have as part of such pair, set or suite.

For the purposes of this provision:

- a. "set" includes any number of wheels and/or tyres;
- b. "market value" is the reasonable retail value, or value at which the same part can be purchased, immediately prior to the **loss**.

The most **we** will pay in respect of the repair of **your motorcycle** is the **sum insured**.

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## **Total Loss**

If **we** consider **your motorcycle** to be a **total loss**, we will pay **you** the **motorcycle's market value** up to but not exceeding the **sum insured**, however:

- a. if the **schedule** shows **your motorcycle** is insured for **agreed value** the most **we** will pay is the lesser of:
  - i. the **motorcycle's market value** plus 20%; or
  - ii. the **sum insured**; or
- b. if the **schedule** shows **your motorcycle** is insured for **certified value**, pay **you** the amount stated in the **schedule** as the **certified value**, provided that, unless **we** agree otherwise, the valuation must be no older than 12 months as at the commencement of the **period of insurance**, failing which settlement will be on the basis of **agreed value**; or
- c. if the **schedule** shows **your motorcycle** is insured for **fixed value**, pay **you** the amount stated in the **schedule** as the **fixed value**; or
- d. if applicable and shown in the **schedule**, replace the **motorcycle** pursuant to Policy Extension "New replacement motorcycle" (PE15); or
- e. if applicable and shown in the **schedule**, pay **your** claim in accordance with Policy Extension "Second hand purchase price guarantee" (PE24); or
- f. if the **motorcycle** is leased, pay **you** or the **motorcycle's** lessor the **motorcycle's market value** up to but not exceeding the **sum insured**; or
- g. if the **schedule** shows **your motorcycle** is insured for **construction value**, pay **you** the amount **you** paid for the **motorcycle** together with the amounts **you** have spent restoring the **motorcycle** as at the date of any **loss** giving rise to a claim covered by this policy, but not exceeding the **sum insured**.

On payment of a **total loss**:

- a. **we** are entitled to retain possession and ownership of the **motorcycle**; and
- b. this policy will be cancelled and **you** will not be entitled to any refund of premium except in accordance with Policy Extension "Premium credit" (PE21), if applicable.

## Policy Extensions

Please refer to the table contained within each extension to confirm if cover applies to your policy.

In addition to the standard cover under Section One and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the “Type of Cover” section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated, the policy extensions are subject to all terms, conditions and exclusions of this policy.

Some policy extensions contain separate limits which, unless otherwise stated, are in addition to the **sum insured**.

Some policy extensions may be subject to an additional or adjusted **excess**, as specified.

### Additions and deletions (PE1)

All **motorcycles you** acquire during the **period of insurance** will be covered by this insurance policy from the date of acquisition, provided that **we** are advised of all acquisitions within 30 days of acquisition and an additional premium is paid if requested by **us**.

The maximum **sum insured** for an additional **motorcycle** acquired during the **period of insurance** is the purchase price of that **motorcycle** subject to a maximum of \$100,000 unless an alternative value is advised to and accepted by **us**.

All **motorcycles** which **you** dispose of during the **period of insurance** will be treated as deleted from cover as of the date of disposal.

If there is an addition to or deletion from cover, **we** will adjust the premium and/or the terms of the cover at the subsequent renewal or at an earlier date if agreed to by **us**, using **our** premium rates which are current at the time of the adjustment.

PE1

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**At fault third party protection (PE2)**

If **your schedule** shows that **you** are covered for “Third party, fire and theft” or “Third party only”, **we** will cover **you** for **accidental loss to your motorcycle** caused by a third party, provided that:

- a. **you** establish to **our** satisfaction that the rider of **your motorcycle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
  - i. the registration number(s) of any other motorcycle(s) or vehicle(s) involved in the **accident**; and
  - ii. the name, address, and contact details of any other rider(s), driver(s) and witness(es) to the **accident**; and
  - iii. details of any other property damaged in the **accident**.

The most **we** will pay under this policy extension per **event** is the lesser of:

- a. the **market value** of **your motorcycle**; or
- b. \$3,000;

after applying an **excess** of \$500.

PE2

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Claim-free recognition (PE3)**

If **you** have not made a claim over the previous five consecutive years of insuring **your motorcycle** or a previous **motorcycle** for Comprehensive cover with **us** and if **you** have only made one claim in the current **period of insurance**, **we** will disregard that claim when calculating **your** premium for the next **period of insurance**.

PE3

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Condemned buildings and car parks (PE4)**

If as a result of a natural disaster **you** are unable to recover **your motorcycle** from a building or carpark due solely to the denial of access to that building or carpark **we** will pay for the reasonable costs of hiring a similar replacement motorcycle.

The most **we** will pay under this policy extension is \$100 per day up to a maximum of \$10,000 in total for any one **event**.

This policy extension does not apply:

- a. if **you** have available a free substitute motorcycle or purchase an additional motorcycle;
- b. to fuel, motorcycle running or maintenance costs or insurance costs (including any excess reduction charges) charged by the hire company;
- c. unless **you** actually incur costs in hiring a substitute motorcycle.

If in **our** view denial of access to **your motorcycle** is likely to exceed 90 days or the costs of hiring a replacement motorcycle are likely to exceed the **market value** of **your motorcycle**, we will treat **your motorcycle** as if it is a **total loss** regardless of whether the **motorcycle** has suffered any physical damage.

Section One exclusion "Loss of Use" does not apply to this policy extension.

PE4

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Disability modifications (PE5)**

If **you** have been permanently disabled as a direct result of **injuries** sustained in an **accident** which is a covered **loss** for which a claim is payable under this policy, **we** will pay the reasonable costs of necessary modifications to **your motorcycle** to allow for **your** permanent disablement.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule**.

Payment will only be made under this policy extension to the extent that the costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

For the purposes of this policy extension, “permanently disabled”/“permanent disablement” means that in **our** view **you** are permanently prevented or significantly impaired in **your** physical ability to drive **your motorcycle**.

This policy extension only applies where **your motorcycle** is repairable and not where it is a **total loss**.

The most **we** will pay under this policy extension is \$1,000 per **event** and in total during the **period of insurance**.

PE5

<b>Golightly Insurance (Comprehensive)</b>	<b>Y</b>	<b>Golightly - Storage &amp; Transit</b>	<b>X</b>	<b>Third Party Fire &amp; Theft</b>	<b>X</b>
		<b>Golightly - Off Road (Storage &amp; Transit)</b>	<b>X</b>	<b>Third Party Only</b>	<b>X</b>



**Emergency accommodation and travel (PE6)**

We will cover **you** for the following necessary emergency, travel or accommodation costs when there has been a **loss** for which a claim is payable under this policy, and **your motorcycle** cannot be driven or made roadworthy within five days of the loss, or **you** are unable or unfit to drive as a result of the **loss**. We will pay:

- a. the reasonable costs of transporting **you** and any passengers to **your** respective homes within New Zealand, provided that such homes are 150 kilometres or more from the place where the **loss** occurred;
- b. reasonable temporary overnight accommodation for **you** and any passengers up to a maximum of \$250 per night (accommodation only).

The most **we** will pay under this policy extension is \$1,000 per event.

Cover under this policy extension only applies where a natural person or persons are named as insured in the **schedule**. It does not apply where the named insured is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule** and their passengers.

Section One exclusion “Loss of Use” does not apply to this policy extension.

PE6

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Excess protection (PE7)**

When **loss** is caused by an at-fault third party, **we** will not apply any **excess** in respect of that **loss** and we will disregard it when calculating **your** premium for the next **period of insurance**, provided that:

- a. **you** establish to **our** satisfaction that the rider of **your motorcycle** was completely free of blame; and
- b. **you** obtain and provide **us** with a minimum of:
  - i. the registration number(s) of any other motorcycle(s) or vehicle(s) involved in the **accident**; and
  - ii. the name, address, and contact details of any other rider(s), driver(s) and witness(es) to the **accident**; and
  - iii. details of any other property damaged in the **accident**.

PE7

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Fire extinguisher replenishment costs (PE8)**

We will pay the reasonable costs of replenishing or replacing **your** firefighting equipment after its use to protect **your motorcycle** in the **event** of a **loss**.

The most **we** will pay under this policy extension during the **period of insurance** is \$1,000.

PE8

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	Y	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	Y	Third Party Only	X

**First aid at an accident site (PE9)**

We will pay first aid costs **you** incur following an **accident** involving **your motorcycle** provided the **accident** is in respect of a **loss** for which a claim is payable under this policy and such costs are not recoverable under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or from any other insurance or any other source.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule**.

The most **we** will pay under this policy extension is \$1,000 per **event**.

PE9

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Incorrect fluids (PE10)**

We will pay for **loss** as a result of **your motorcycle** being operated following the **accidental** introduction of incorrect fluids (for example, introduction of fuel additives, diesel exhaust fluid, diesel engine additives, petrol engine additives, oil which is not currently recommended by the **motorcycle** manufacturer, hydraulic fluid, coolant, washer fluid or water) into **your motorcycle**.

The most **we** will pay under this policy extension is \$5,000 per **event** after applying a \$750 **excess**.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

Section One exclusions “Incorrect fluids” and “Motorcycle parts” do not apply to this policy extension.

PE10

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Incorrect fuel (PE11)**

We will pay for **loss** as a result of **your motorcycle** being operated following the **accidental** introduction of the incorrect fuel type (for example, diesel into a petrol engine) into **your motorcycle**.

The most **we** will pay under this policy extension is \$5,000 per **event** after applying a \$750 **excess**.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

Section One exclusions “Incorrect fuel” and “Motorcycle parts” do not apply to this policy extension.

PE11

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Invalidation (PE12)**

We will cover **you** for **loss** resulting from the use of **your motorcycle** which would otherwise be excluded from cover or not covered due to a breach of a policy condition or exclusion, provided that:

- a. the use of **your motorcycle** or the way in which the **motorcycle** was being used was not something **you** knew or ought to have known about and was without **your** consent; and
- b. **you** have not waived any right of recovery against the rider or person responsible for the **loss**; and
- c. **you** report the **loss** and the rider or person responsible for the **loss** to the New Zealand Police; and
- d. **you** cooperate fully with **us** in any subrogated recovery action against the rider or person responsible for the **loss**, including legal proceedings.

For the purposes of this policy extension, **your** includes:

- a. any person employed by **you** with **your** delegated authority to control the conduct of the rider; or
- b. the rider, if the rider is of a sufficiently senior position within **your** business such that his or her knowledge or consent is deemed by law to be **your** knowledge or consent.

PE12

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Keys and locks only - lower excess (PE13)**

If any key and/or remote control device giving access to **your motorcycle** is damaged, lost or stolen and **your motorcycle** has not suffered any other **loss** covered by Section One of this policy, **we** will pay **your** costs reasonably incurred in:

- a. altering or replacing locks;
- b. replacing keys and/or remote control devices;
- c. recoding or replacing the keyless motorcycle module/control unit (or equivalent).

**Your** standard **excess** or a \$500 **excess** (whichever is the lesser) will apply to this policy extension.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

PE13

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

### **Mechanical breakdown (PE14)**

We will cover **you** for mechanical breakdown if:

- a. **your motorcycle** was purchased from the manufacturer's franchised dealer within New Zealand; and
- b. at the date of purchase the **motorcycle** was no more than three years old when assessed with reference to the date of manufacture; and
- c. the **motorcycle** has travelled less than 30,000km at the time of the mechanical breakdown.

For the purposes of this policy extension, "mechanical breakdown" means sudden and unforeseen mechanical or electrical fault, failure or damage to mechanical or electrical components of **your motorcycle**.

**We** will at **our** option:

- a. pay the cost to repair the damaged component as near as possible to the condition it was in immediately before the fault, failure or damage occurred; or
- b. pay the **market value** of the damaged component.

The most **we** will pay under this policy extension is \$1,500 per **event** after applying a \$250 **excess** and \$4,000 in total during the **period of insurance**.

There is no cover under this policy extension:

- a. if the mechanical breakdown is otherwise insured or covered by any warranty, including any manufacturer's or retailer's warranty or guarantee;
- b. for any costs of compliance checks, routine maintenance, replacements, adjustments, tuning and servicing recommended by **your motorcycle** manufacturer to be carried out at specified mileage or time intervals;
- c. for any mechanical breakdown in any way caused by or arising from **your** failure to follow **your motorcycle** manufacturer's maintenance, operating, safety and servicing instructions;
- d. for any fault or defect that existed prior to the start of the **period of insurance**;
- e. for any mechanical breakdown arising as a result of **your motorcycle** being involved in an **accident**;
- f. for any fault or defect identified in a recall or withdrawal by **your motorcycle**'s manufacturer or any regulatory authority or for the costs of any such recall or withdrawal;
- g. for any costs arising from the continuous operation of **your motorcycle** after the mechanical breakdown has occurred, including loss of oil, lubricant, coolant or any other fluid;
- h. for any mechanical breakdown caused by or arising from any modifications that alter **your motorcycle** from the manufacturer's original specifications;
- i. for electric motorcycle battery replacement or repair due to gradual loss of capacity and ability to hold charge;
- j. for any damage related to incorrect charging procedure or charging of an electric motorcycle battery, when the manufacturer's recommended procedure is not followed;
- k. for repairs or replacement of components that are non-original factory equipment;
- l. for diagnostic costs to determine the cause of the mechanical breakdown, including dismantling and reassembly of **your motorcycle**, if on investigation it is determined that the mechanical breakdown is not covered by this policy extension.

Section One exclusion "Motorcycle Parts" does not apply to this policy extension. Otherwise, the Section One exclusions and General exclusions apply to this policy extension except that all references in those exclusions to **loss** are to be read as references to "mechanical breakdown" as defined in this extension, where necessary and reasonable.

**You** must comply with the following claims conditions. **You** or any **authorised rider** must:

- a. deliver **your motorcycle** to the nearest qualified repairer approved by **us**;
- b. give **your motorcycle**'s service handbook to the repairer and, before any repairs are carried out, instruct the repairer to contact **us** to obtain claims authorisation and to provide **us** with:
  - i. the **motorcycle**'s registration number;
  - ii. the **motorcycle**'s current odometer reading;
  - iii. the repairer's assessment of the cause of the mechanical breakdown;
  - iv. the repairer's estimate of repair costs;
  - v. the **motorcycle**'s service history upon which **we** will provide the repairer with an authorisation number;
- c. if necessary, authorise the dismantling of **your motorcycle** for the purpose of determining whether there has been a mechanical breakdown covered by this policy extension. If there is such cover **we** will reimburse the cost of dismantling the **motorcycle**.

In addition to the above claims conditions, you must also comply with the Claims Conditions at pages 47-48 of this policy. References in the Claims Conditions and also the General Conditions to **loss** are to be read as references to "mechanical breakdown" for the purposes of this policy extension.

PE14

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

### **New replacement motorcycle (PE15)**

If:

- a. **your motorcycle** is a **total loss**; and
- b. **your motorcycle** was first registered in New Zealand (unless it is for off-road use only and unregistered); and
- c. **your motorcycle** was purchased from the manufacturer's franchised dealer within New Zealand; and
- d. **you** purchased **your motorcycle** within six months of its first date of registration (or, if unregistered, within six months of the date of its manufacture); and
- e. **your motorcycle** had travelled no more than 1,000km at the time of purchase (unless **your motorcycle** is unregistered and for off road use and has no odometer);

then **we** will replace **your motorcycle** with a new **motorcycle** of the same make, model and specification (but not colour) or the nearest equivalent model and specification if the current model and specification is no longer manufactured, subject to availability within New Zealand, on the basis of one of the following three Options A-C as specified in the Type of Cover applicable to **your motorcycle**, and subject to the additional conditions set out below.

#### **Option A**

There will be cover under this policy extension if, at the time of the **loss**, no more than 12 months have elapsed from the original registration or purchase date of **your motorcycle** (whichever occurred first) and it has not travelled more than 20,000km (unless **your motorcycle** is unregistered and for off road use and has no odometer).

#### **Option B**

There will be cover under this policy extension if, at the time of the **loss**, no more than 24 months have elapsed from the original registration or purchase date of **your motorcycle** (whichever occurred first) and it has not travelled more than 30,000km (unless **your motorcycle** is unregistered and for off road use and has no odometer).

**Option C**

There will be cover under this policy extension if, at the time of the **loss**, no more than 36 months have elapsed from the original registration or purchase date of **your motorcycle** (whichever occurred first) and it has not travelled more than 40,000km (unless **your motorcycle** is unregistered and for off road use and has no odometer).

This policy extension is subject to the following additional conditions:

- a. the most **we** will pay for a replacement motorcycle under this policy extension will be the **sum insured**. If the value of the replacement motorcycle is higher than the **sum insured** and **you** want **your motorcycle** replaced with a new motorcycle, **you** will be required to pay the difference between the **sum insured** and the cost of the replacement motorcycle;
- b. if **your motorcycle** is subject to finance (including any lease agreement), **you** will only be entitled to the benefit of this policy extension if the relevant financier agrees to transfer its security over **your motorcycle** to any new replacement motorcycle;
- c. if **your motorcycle** is recognised as one of a “limited edition” and **we** are unable to replace it, **we** will pay the purchase price of **your motorcycle** or the **sum insured**, whichever is the lesser. For the purpose of this policy extension “limited edition” means that there was a limited global run of the motorcycle of less than 500;

However, if you would prefer, **we** will pay **you** in accordance with the basis of settlement that applies when **your motorcycle** is a **total loss**.

The policy **excess** applicable to **your loss** applies to this policy extension.

PE15

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Parts and accessories (PE16)**

**We** will cover **loss** to any of **your motorcycle**’s:

- a. **accessories** that are not fitted to or are not attached to **your motorcycle**; or
- b. spare parts that are not fitted to **your motorcycle**;

provided that this policy extension only applies where such **accessories** or spare parts are securely stored at **your** home or the home of any **authorised rider** or in another secure storage location, or, in the case of spare parts stolen from **your motorcycle**, if they were securely attached to the **motorcycle** at the time of the theft.

The most **we** will pay under this policy extension is \$2,500 per **event** unless a different amount is stated in the **schedule**, and after applying the standard policy **excess**.

PE16

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	Y	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	Y	Third Party Only	X

**Personal injury and death (PE17)**

We will pay the amounts set out below if:

- a. **you** and/or a **family** member suffers **injury** or death as a direct result of, and within three months of, an **accident** involving **your motorcycle**, whether the **motorcycle** was in motion or stationary at the time of the **accident**; and
- b. the **accident** gives rise to a **loss** for which a claim is payable under this policy; and
- c. **you** and/or the **family** member were the rider or passenger on the **motorcycle**; and
- d. **you** and/or the **family** member were wearing appropriate **personal protective equipment** at the time of the **accident**.

We will pay the following amounts arising out of any one **event**:

- a. death \$5,000;
- b. medical and dental expenses incurred in connection with such **injury** up to the sum of \$1,000;
- c. total and irrecoverable loss of the sight of:
  - i. one eye \$2,500; or
  - ii. both eyes \$5,000;
- d. total and permanent loss of the use of:
  - i. one hand or one foot \$2,500;
  - ii. both hands or both feet, or of one hand together with one foot \$5,000.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule** and their **family** members.

We will not pay any amounts under this policy extension for death or **injury** resulting from suicide, attempted suicide or any self-inflicted **injury** by the rider or any passenger of the **motorcycle**.

The most **we** will pay under this policy extension is \$5,000 per person and \$10,000 in total for any one **event**.

General exclusion "Accident Compensation" does not apply to this policy extension.

PE17					
Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Personal property owned by you (PE18)**

If, as a result of an **accident** that causes **loss to your motorcycle** and for which a claim is payable under this policy, you or any passenger who is a **family** member suffers **loss of personal property** owned by **you** or the **family** member, which is being carried on **your** person or that of the **family** member or within motorcycle panniers, motorcycle bags or specifically designed carrier boxes, we will cover **you** or the **family** member for such **loss of personal property**.

**We** will at **our** option pay:

- a. the cost to repair the property as near as possible to the condition it was in immediately before the **loss** occurred; or
- b. the market value of the property.

There is no cover under this policy extension if such property is otherwise insured.

The most **we** will pay under this policy extension during the **period of insurance** is \$2,000.

For the purposes of this policy extension, “market value” is the reasonable retail value, or value at which the same item can be purchased, immediately prior to the **loss**.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule** and their **family** members.

PE18

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Personal protective equipment (PE19)**

If, as a result of **loss to your motorcycle** for which a claim is payable under this policy, you or any passenger who is a **family** member suffers **loss of personal protective equipment** owned by **you** or the **family** member, we will cover **you** and/or the **family** member for **loss of such personal protective equipment**, provided that **you** and the **family** member were on the **motorcycle** at the time of the **accident** giving rise to the **loss**.

We will at our option:

- a. pay the cost to repair the **personal protective equipment** as near as possible to the condition it was in immediately before the **loss** occurred; or
- b. pay the market value of the **personal protective equipment**; or
- c. in the case of crash helmets only, replace the crash helmet with a new one.

The most **we** will pay under this policy extension is \$2,500 per person and \$5,000 per **event**, except that the most **we** will pay in respect of crash helmets is \$1,500 per person and \$3,000 per **event**.

For the purposes of this policy extension, “market value” is the reasonable retail value, or value at which the same item can be purchased, immediately prior to the **loss**.

There is no cover under this policy extension if such **personal protective equipment** is otherwise insured.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual riders named in the **schedule** and their **family** members.

If we settle **your** claim by paying the market value of the **personal protective equipment** or, in the case of crash helmets, replacing the crash helmet with a new one, **we** are entitled to retain possession and ownership of the **personal protective equipment**.

PE19

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Personalised plate cover (PE20)**

If **your motorcycle** is fitted with a personalised plate and if the personalised plate suffers **loss**, **we** will pay to have the personalised plate remade.

The most **we** will pay under this policy extension is \$100 per **event**. An excess will not be applied and Policy Extension “Claim-free recognition” (PE3) will not be affected.

PE20

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Premium credit (PE21)**

Where **we** pay a claim under this policy on the basis of a **total loss** and the policy is automatically cancelled but **you** subsequently insure **your** replacement motorcycle with **us**, **we** will credit the unused premium under the cancelled policy to **your** replacement policy, provided that **you** or the person in control of **your motorcycle** at the time of the **loss** was in **our** opinion completely free of blame and that **you** obtain and provide **us** with:

- a. the registration number(s) of any other motorcycle(s) or motor vehicle(s) involved in the **accident** giving rise to the **loss**; and
- b. the name, address, and contact details of any other rider(s) or driver(s) involved in the **accident** and any witness(es); and
- c. details of any other property damaged in the **accident**.

PE21

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Registration and road user refunds (PE22)**

Where **we** pay a claim under this policy on the basis of a **total loss**, **we** will pay **you** the unexpired portion of any registration and road user charges (if applicable) remaining on **your motorcycle**.

PE22

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Road clearing/load recovery costs (PE23)**

We will pay the reasonable costs necessarily incurred by **you** in cleaning up and clearing away any debris and spillage resulting from a **loss** for which a claim is payable under this policy.

There is no cover under this policy extension in respect of any fine, penalty or **reparation** payment.

The most **we** will pay under this policy extension is \$2,500 per **event** and in total during the **period of insurance**.

PE23

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Second hand purchase price guarantee (PE24)**

We will pay **you** the **sum insured** if **your motorcycle** is a **total loss**, and:

- a. **you** are the second or subsequent owner of **your motorcycle**; and
- b. **you** have owned **your motorcycle** for a period of less than 12 months as at the date of **loss**; and
- c. the **sum insured** at the time of the **total loss** equals the price **you** paid for **your motorcycle**; and
- d. **you** provide to **us your** sale and purchase agreement or other documentation acceptable to **us** evidencing the price **you** paid for **your motorcycle**.

If **you** are unable to provide to **us** the sale and purchase agreement or other documentation acceptable to **us** evidencing the purchase price of the **motorcycle**, the most **we** will pay under this policy extension is the **motorcycle's market value** up to but not exceeding the **sum insured** unless an alternative basis of settlement is specified in the schedule.

This policy extension only applies to **motorcycle(s)** purchased from a Motor Vehicle Trader, as defined by the Motor Vehicle Sales Act 2003 (and/or any subsequent amendment or replacement Acts), unless **we** have agreed otherwise and this is stated in the **schedule**.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

The policy **excess** applicable to **your loss** applies to this policy extension.

PE24

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Temporary additional motorcycles (PE25)**

If during the period of insurance:

- a. **you** acquire an additional motorcycle on a temporary basis, for a period not exceeding seven days; and
- b. **you** do not have an ownership interest in the temporary additional motorcycle; and
- c. the temporary additional motorcycle is not covered by any other policy of insurance; and
- d. **you** advise us of the temporary additional motorcycle before or within 24 hours after **you** acquire it;

**we** will cover the temporarily acquired additional motorcycle as if it were **your motorcycle** in respect of **your** liability to:

- a. the owner of the motorcycle, for **loss** covered under Section One of this policy; and
- b. third parties, in accordance with the terms, conditions and exclusions applicable to Section Two of this policy.

Cover under this policy extension is subject to any additional premium and/or terms of cover which we determine to be applicable.

The most **we** will pay under this policy extension during the **period of insurance** for **loss** covered under Section One of this policy to any **motorcycle** or **motorcycles** is \$15,000.

The policy **excess** applicable to **your loss** applies to this policy extension

Policy extension "Additions and deletions" (PE1) does not apply where you are covered by this policy extension.

The terms, conditions and exclusions of this policy apply as if the temporary additional motorcycle were **your motorcycle**.

PE25

<b>Golightly Insurance (Comprehensive)</b>	<b>Y</b>	<b>Golightly - Storage &amp; Transit</b>	<b>X</b>	<b>Third Party Fire &amp; Theft</b>	<b>X</b>
		<b>Golightly - Off Road (Storage &amp; Transit)</b>	<b>X</b>	<b>Third Party Only</b>	<b>X</b>

**Temporary repairs (PE26)**

Following a **loss** for which a claim is payable under this policy, **we** will pay the reasonable cost of repairs which are necessary to make **your motorcycle** roadworthy and to enable **you** to get **your motorcycle** to **your** destination or to a repairer.

The most **we** will pay under this policy extension is \$2,000 per **event**.

PE26

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Total loss - leased motorcycles gap cover (PE27)**

Where:

- a. **your motorcycle** is leased pursuant to a written lease agreement; and
- b. **we** consider it to be a **total loss** and settle **your** claim on that basis;

**we** will also pay to the lessor the outstanding amount owing (if any) under the lease agreement.

There is no cover under this policy extension where the value of **your motorcycle** has been overstated at the time of entering into **your** lease agreement.

No payment under this policy extension will include any:

- a. penalty payments or interest, including but not limited to payments or penalties for early termination, additional distance travelled, lack of or poor servicing or maintenance; or
- b. rebatable items, or additional costs arising from a variation to the original lease agreement; or
- c. arrears or unpaid obligations; or
- d. residual value on a buy-back agreement; or
- e. balloon payments.

The most **we** will pay under this policy extension is \$2,500 per **event**.

PE27

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Total loss - financed motorcycles gap cover (PE28)**

Where:

- a. **your motorcycle** was purchased with loan monies provided by a lender solely for the purpose of purchasing the **motorcycle** and pursuant to a written loan agreement; and
- b. **we** consider **your motorcycle** to be a **total loss** and settle **your** claim on that basis;

**we** will also pay to the lender any shortfall amount between **our** payment in settlement of **your** claim and the outstanding balance of **your** loan.

There is no cover under this policy extension where the value of **your motorcycle** has been overstated at the time of entering into **your** loan agreement.

No payment under this policy extension will include any:

- a. penalty payments or interest, including but not limited to payments or penalties for early termination; or
- b. rebatable items or additional costs arising from a variation to the original loan agreement; or
- c. arrears or unpaid obligations;
- d. residual value on a buy-back agreement; or
- e. balloon payments.

The most **we** will pay under this policy extension is \$2,500 per **event**.

PE28

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Towing and storage/motorcycle recovery (PE29)**

If **your motorcycle** cannot be driven following a **loss** for which a claim is payable under this policy, **we** will pay for reasonable and necessary:

- a. towing or rescue costs to remove the **motorcycle** to the nearest place of safety; and
- b. storage costs incurred while the **motorcycle** is awaiting claim acceptance and assessment for repair.

The most we will pay under this policy extension is \$1,000 per **event**.

PE29

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Trailers (PE30)**

**We** will cover **loss** to any trailer either owned by **you** or in **your** care, custody or control, provided that the trailer:

- a. is used in accordance with the allowable Motorcycle Use set out in this policy; and
- b. has adequate security devices enabled (including coupling lock, wheel clamp or chain) if it is being stored or is not attached to **your motorcycle**; and
- c. can be towed by **your motorcycle**; and
- d. is not covered by any other policy of insurance.

**We** will pay the lesser of:

- a. the **market value** of the trailer; or
- b. the cost to repair the trailer to a condition as close as possible to, but not better than, its condition as at the date of the **loss**.

For the purposes of this policy extension “market value” is the reasonable retail value, or value at which the same trailer can be purchased, immediately prior to the **loss**.

The most **we** will pay under this policy extension is \$1,000 per **event** or as otherwise agreed to by **us** and stated in the **schedule**, after applying a \$100 **excess**.

PE30

<b>Golightly Insurance (Comprehensive)</b>	<b>Y</b>	<b>Golightly - Storage &amp; Transit</b>	<b>X</b>	<b>Third Party Fire &amp; Theft</b>	<b>X</b>
		<b>Golightly - Off Road (Storage &amp; Transit)</b>	<b>X</b>	<b>Third Party Only</b>	<b>X</b>

**Valet and other motorcycle use (PE31)**

Notwithstanding any requirements or restrictions in respect of **motorcycle** use set out in the description of **authorised riders** in the **schedule**, **we** will cover **you** for **accidental loss to your motorcycle** under Section One and legal liability under Section Two where **your motorcycle** is being:

- a. parked or retrieved by a professional parking valet;
- b. driven by an authorised employee of a company that has been contracted to provide chauffeur services to **you**;
- c. driven by a member of the motor trade professionally engaged in the maintenance, overhaul, repair or servicing of the **motorcycle**;
- d. driven to a hospital or medical centre immediately following a medical emergency suffered by **you**, provided that:
  - a. the **loss** or liability is not covered by any other insurance policy;
  - b. the terms, conditions and exclusions in this policy otherwise apply as if the person riding **your motorcycle** were **you** or an **authorised rider**.

General exclusions "Non allowable use" and "Unlicensed or excluded riders sub-section c." do not apply to this policy extension.

PE31

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

**Windshields and glass (PE32)**

If **your** claim is solely for **accidental loss** to windshields, headlight glass, headlight protectors, permanently affixed spotlights, fog lights, running lights, tail lights or indicators on **your motorcycle**, **your** policy extension "Claim free recognition" (PE3) will not be affected and no excess applies, unless a specific glass excess is shown on **your schedule**.

PE32

Golightly Insurance (Comprehensive)	Y	Golightly - Storage & Transit	X	Third Party Fire & Theft	X
		Golightly - Off Road (Storage & Transit)	X	Third Party Only	X

## Optional Policy Extensions

The following optional policy extensions only apply if **we** agree to offer one or more of the optional policy extensions, **you** have purchased the optional policy extension and it is shown in the **schedule**.

Unless otherwise stated the optional policy extensions are subject to the terms, conditions and exclusions of this policy.

Some optional policy extensions contain separate limits which, unless otherwise stated, are in addition to the **sum insured**.

Some policy extensions may be subject to an additional or adjusted **excess**, as specified

### **New replacement motorcycle - environmental tax (OE1)**

If **we** replace **your motorcycle** with a new vehicle pursuant to automatic extension PE16 and you are required to pay to the New Zealand Government an environmental, emissions or climate change-related levy, tax or similar fee, **we** will pay that levy, tax or fee.

The most **we** will pay under this optional extension is \$5,000 or as otherwise specified in the **schedule**.

### **New replacement motorcycle - registration and on road costs (OE2)**

If **we** replace **your motorcycle** with a new vehicle pursuant to automatic extension PE16 **we** will pay the initial registration, road user charges (if applicable) and any other on-road costs as specified and invoiced by the supplying motorcycle dealer.

The most **we** will pay under this optional extension is \$2,500 or as otherwise specified in the **schedule**.

### **Pairs and sets (OE3)**

Where following a **loss** for which a claim is payable under Section One of this policy:

- a. **we** are settling **your** claim on the basis that **your motorcycle** is repairable; and
- b. any part or parts of **your motorcycle** which form part of a pair, set or suite have suffered **loss** and cannot be repaired or replaced;

**we** will at **our** option:

- a. pay for the replacement of the entire pair, set or suite with the nearest available equivalent pair, set or suite; or
- b. pay **you** the last known New Zealand list price of the entire pair, set or suite.

Where there is **loss** to one or more of the **motorcycle's** wheel rims but the **motorcycle's** tyres are undamaged, **we** will only pay for the repair or replacement of the damaged wheel rims and not for the replacement of the undamaged tyres.

The most **we** will pay under this optional policy extension is the **sum insured** specified in the **schedule** per **event**.

After **we** pay for the replacement of the pair, set or suite, or pay **you** the last known list price as applicable, all original items both damaged and undamaged become **our** property.

The cover provided by this policy extension is included within the **sum insured** and is not in addition to it.

#### **Peer-to-peer hire or rental (OE4)**

If **you** register **your motorcycle** with a registered peer-to-peer rental scheme, website or platform which is approved by **us**, **you** are covered under:

- a. Section One of this policy for **loss to your motorcycle** while it is being ridden by the hirer, except that there is no cover under any of the Section One policy extensions and
- b. Section Two of this policy for **your** legal liability arising from the use of **your motorcycle** by the hirer.

However, if at the time of the **loss** or liability the hirer of **your motorcycle** was in breach of any of the terms or conditions of the relevant hire or rental agreement, then **we** will be entitled to take over in full any legal rights of recovery that **you** have against the hirer or rider of **your motorcycle**.

#### **Personal property not owned by you (OE5)**

If, as a result of **loss to your motorcycle** for which a claim is payable under Section One of this policy, there is **loss of personal property** not owned by **you** which, at the time of the **accident** giving rise to the **loss**, is being carried on **your** person or within motorcycle panniers, bags or specifically designed carrier boxes, **we** will at **our** option pay the lesser of:

- a. the cost to repair the **personal property** as near as possible to the condition it was in immediately before the **loss** occurred; or
- b. the market value of the **personal property**.

For the purposes of this optional policy extension, "market value" is the reasonable retail value, or value at which the same item can be purchased, immediately prior to the **loss**.

There is no cover under this optional policy extension if such property is otherwise insured or covered by policy extension "Personal property owned by you" (PE18).

The most **we** will pay under this optional policy extension during the **period of insurance** is as stated in the **schedule**.

### **Personal Protective Equipment - direct loss (OE6)**

We will cover **loss to your personal protective equipment** where there has not otherwise been any **loss to your motorcycle**, provided that this policy extension only applies where **your personal protective equipment** is securely stored at **your** home or in another secure storage location notified to and approved by **us** or, in the case of **personal protective equipment** stolen from **your motorcycle**, if it was securely attached to or stored within the **motorcycle** at the time of the theft.

We will either:

- a. at **our** option pay the lesser of:
  - i. the cost to repair **your personal protective equipment** as near as possible to the condition it was in immediately before the **loss** occurred; or
  - ii. the market value of **your personal protective equipment**;

or

- b. **we** will replace the lost, damaged or destroyed items of **your personal protective equipment** with the same or similar items

For the purposes of this policy extension, “market value” is the reasonable retail value, or value at which the same item can be purchased, immediately prior to the **loss**.

There is no cover under this policy extension if **your personal protective equipment** is otherwise insured. The most **we** will pay under this policy extension is \$5,000 per **event** unless a different amount is stated in the **schedule**, and after applying the standard policy **excess**.

### **Personal protective equipment - replacement cover (OE7)**

If, as a result of **loss to your motorcycle** for which a claim is payable under this policy, you or any passenger who is a **family** member suffers **loss** of **personal protective equipment** owned by **you** or the passenger, we will cover **you** or the passenger for **loss** of such **personal protective equipment**, provided that **you** and the passenger were on the **motorcycle** at the time of the **accident** giving rise to the **loss**.

**We** will replace the lost, damaged or destroyed items of **personal protective equipment** with the same or similar items.

There is no cover under this policy extension if such **personal protective equipment** is otherwise insured.

The most **we** will pay under this policy extension is \$1,500 per item to a maximum of \$7,500 in total per **event**.

Cover under this policy extension only applies where a natural person or persons are named as **insured** in the **schedule**. It does not apply where the named **insured** is a corporate body, partnership, trust, incorporated society, unincorporated association or similar entity, except that cover will apply to any individual named riders set out in the **schedule** and their **family** members.

We are entitled to retain possession and ownership of the damaged or destroyed items of **personal protective equipment**.

### **Wedding/funeral/chauffeur hire (OE8)**

We will cover:

- a. **you** under Section One for **accidental loss** to **your motorcycle**; and
- b. under Section Two for **your** legal liability for **accidental loss** to the property of others and/or **accidental bodily injury** to any person;

while **your motorcycle** is being used to carry passengers for hire or reward in connection with a wedding, funeral or other chauffeur-driven event.

### **Wraps, signwriting and artwork (OE9)**

If, as a result of **loss** to **your motorcycle** for which a claim is payable under Section One of this policy, there is **loss** to signwriting, wrap(s) or artwork affixed to **your motorcycle**, **we** will:

- a. pay the reasonable cost to repair or reinstate the damaged sections of signwriting, wrap material or artwork; or
- b. in the event of a **total loss**, pay **you** the reasonable costs of signwriting, wrapping or installing artwork to an equivalent specification on a replacement motorcycle. If **you** request **us** to do so, **we** will pay to remove any personal or company identification signwriting from the **motorcycle** wreck before disposing of the wreck.

**We** will not replace any undamaged signwriting or wrap sections due to colour variations arising from environmental conditions, such as fading.

The most **we** will pay under this optional policy extension during the **period of insurance** is \$5,000 or as specified in the **schedule**.

## Section One - Exclusions

### Consequential loss/depreciation

**You** are not covered for consequential loss (including depreciation or loss of value) of any kind however caused, except for where expressly provided under any applicable policy extension.

### Contamination

**You** are not covered for any **loss** arising from environmental, biological, chemical or other contamination of **your motorcycle**.

### Defect in workmanship/design/manufacture

**You** are not covered for any **loss** arising from defective workmanship, failure of, or defect or fault in the design of, the specifications for or the materials incorporated into **your motorcycle**, or arising from failure, defect or fault in the manufacture, repair, maintenance or modification of **your motorcycle** unless the **motorcycle** is being repaired following a **loss** for which a claim is payable under this policy and **we** are paying for the repair of the **motorcycle**.

### Diminution in value

**You** are not covered for loss or reduction in value of **your motorcycle** following repair of **your motorcycle**.

### Gradual damage

**You** are not covered for any **loss** arising from gradual damage including, but not limited to, water seepage or leakage or the action of light (including sunlight).

### Incorrect fluids

**You** are not covered for **loss** arising from the introduction of incorrect fluids (for example, fuel additives, diesel exhaust fluid, diesel engine additives, petrol engine additives, introduction of oil which is not currently recommended by the motorcycle manufacturer, hydraulic fluid, coolant, washer fluid or water) into **your motorcycle**.

### Incorrect fuel

**You** are not covered for **loss** arising from the introduction of the incorrect fuel type (for example, diesel into a petrol engine or petrol into a diesel engine) into **your motorcycle**.

### Loss of use

**You** are not covered for any loss, whether financial or otherwise, because **you** are unable to use **your motorcycle**.

### Motorcycle parts

**You** are not covered for **loss** to the following parts of **your motorcycle**:

- a. the engine and all engine parts;
- b. cooling systems, including but not limited to radiators, heat exchangers, cooling fans, pressure caps, water pumps, thermostats and hoses;
- c. hydraulic systems, including but not limited to shock absorbers and suspension systems;
- d. transmission systems, including but not limited to gearboxes, drive shafts, drive belts, chains, axles, clutches and wheel hubs;
- e. fuel systems;
- f. batteries;
- g. braking systems;
- h. electrical/electronic systems, computer systems and mechanical systems.

However, this exclusion does not apply to **loss** resulting from:

- a. fire,
- b. **your motorcycle**, or another motor vehicle conveying **your motorcycle**, overturning;
- c. **your motorcycle** impacting or colliding with an external object (including people or animals);
- d. **your motorcycle** being partly or fully immersed in a body of water (including flood);
- e. theft or illegal conversion of **your motorcycle**;
- f. malicious damage to **your motorcycle**;
- g. hail, snow, storm or lightning;
- h. natural disaster;
- i. **your motorcycle** being accidentally operated with contaminated fuel;
- j. sudden and accidental spillage of liquid onto any part of **your motorcycle**.

### **Theft by purchaser**

**You** are not covered for any **loss** arising from theft or illegal conversion by a purported or prospective purchaser of **your motorcycle** unless:

- a. **you** establish to **our** satisfaction that **you** took all reasonable precautions to prevent such theft or illegal conversion; or
- b. the theft or illegal conversion was accompanied by violence or the threat of violence, or was a result of deception, which could not have been prevented through the taking of reasonable precautions.

For the purposes of this exclusion, “reasonable precautions” includes but is not limited to:

- a. accompanying the prospective purchaser on any test ride; and
- b. where a purchase is agreed, receiving payment and/or obtaining proof of payment before parting with possession of the **motorcycle**.

### **Tyres**

**You** are not covered for **loss** to **your motorcycle**'s tyres caused by braking or by punctures, cuts or bursts unless that **loss**:

- a. occurs in the same **event** as another **loss** to **your motorcycle** for which a claim is payable under this policy; or
- b. occurs as a result of the malicious or deliberate act of a person not insured by this policy.

### **Wear and tear etc**

**You** are not covered for wear and tear, corrosion, gradual deterioration, rust, rot, mould or existing damage or defects in **your motorcycle**.

## ***V. Section Two - Legal Liability***

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### **What you are covered for**

#### **Legal liability**

**You** are covered for **your** legal liability for:

- a. **accidental loss** to the property of others; and/or
- b. **accidental bodily injury** to any person;

where such **accidental loss** or **accidental bodily injury** occurs during the **period of insurance** and is caused by or is in connection with use of **your motorcycle** in New Zealand (including while the **motorcycle** is being loaded or unloaded).

#### **Reparation**

**You** are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** to property or **accidental bodily injury** as a result of **your** committing an offence during the **period of insurance** in connection with use of **your motorcycle** in New Zealand (including while the **motorcycle** is being loaded or unloaded).

Provided that **you** must tell **us** within a reasonable period of time if **you** or anyone else entitled to cover is charged with any offence in connection with the use of a **motorcycle** which resulted in **loss** to property or **bodily injury** to another person.

There is no cover for any:

- a. legal defence costs or expenses including court costs, levies or costs awarded against **you** in respect of an offence; or
- b. order of **reparation** arising from the prosecution of an offence under the Health and Safety at Work Act 2015 (and/or any subsequent amendment or replacement Acts); or
- c. order of **reparation** arising from or in connection with the use of a **motorcycle** for hire or reward.

## What we will pay

### Property damage

In respect of **your** legal liability for **accidental loss** to the property of others **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

The most **we** will pay is \$20,000,000 per **event**.

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent. At **our** discretion, **we** may take over the conduct of your defence, which may include appointing a lawyer to act for you even if you have appointed your own lawyer.

### Bodily injury

In respect of **your** legal liability for **accidental bodily injury** to any person **we** will pay for:

- a. liability, including liability for **reparation**; and
- b. costs awarded against **you** by a civil court or arbitrator.

The most **we** will pay is \$1,000,000 per **event**.

In addition, where it is alleged that **you** are legally liable, and that legal liability would be covered under this policy if established, **we** will pay for **your** reasonable defence costs and expenses incurred in defending that allegation up to a limit of \$500,000 per **event**, provided that such costs and expenses are incurred with **our** prior written consent. At **our** discretion, **we** may take over the conduct of your defence, which may include appointing a lawyer to act for you even if you have appointed your own lawyer.

### Total payable for property damage and bodily injury

The most **we** will pay for a claim for **accidental loss** to the property of others and **accidental bodily injury** in total for one **event** is \$20,000,000 plus \$500,000 defence costs.

## **Section Two - Policy Extensions**

*Please refer to the table contained within each extension to confirm if cover applies to your policy.*

In addition to the standard cover under Section Two and depending on the type of cover **you** have selected as shown in the **schedule** and defined in the "Type of Cover" section, some or all of the following policy extensions may be automatically included in **your** policy.

Unless otherwise stated the policy extensions are subject to the terms, conditions and exclusions of this policy.

Some policy extensions may be subject to sub-limits that are within, and not in addition to, the sum insured of \$20,000,000 for **accidental loss** to the property of others or the sum insured of \$1,000,000 for **accidental bodily injury**.

Some policy extensions may also be subject to an additional **excess**, as specified.

### **Exemplary damages (S2E1)**

**We** will cover **your** liability for punitive or exemplary damages awarded by any New Zealand court in respect of **accidental bodily injury**, provided that:

- a. any such award of punitive or exemplary damages is deemed insurable at law and to be recoverable under this policy; and
- b. there is no cover under this policy extension in respect of awards of punitive or exemplary damages directly or indirectly arising from or connected with any malicious, dishonest, fraudulent or criminal act or omission by **you** or anyone acting on **your** behalf.

The most **we** will pay under this policy extension is \$100,000 per **event** and in total during the **period of insurance**.

General exclusion "Intentional, reckless or criminal acts" and Section Two exclusion "Exemplary damages" do not apply to this policy extension.

### **General average/salvage charges (S2E2)**

**We** will pay any general average or salvage charges that **you** are legally required to pay as a result of **your motorcycle** being carried by sea between places in New Zealand during the **period of insurance**.

### **Manslaughter defence costs (S2E3)**

**We** will cover:

- a. **your** reasonable legal defence costs incurred with **our** prior written approval to defend a charge of manslaughter, or dangerous driving causing death or careless driving causing death; and
- b. costs necessarily and reasonably incurred with **our** prior written approval for legal representation at any inquiry or coroner's inquest in connection with such death;

where such death is **accidental bodily injury** resulting from **you** driving **your motorcycle** during the **period of insurance**.

The most **we** will pay under this policy extension is \$20,000 per **event** and in total during the **period of insurance** after the application of a \$1,000 **excess**.

Section Two exclusion "Defence costs - prosecutions" does not apply to this policy extension

### **Movement of other vehicles (S2E4)**

**We** will cover **your** legal liability for **loss** arising out of the movement by **you** of any vehicle not owned by **you**, provided that the vehicle:

- a. is parked in a position that prevents or impedes the loading or unloading of **your motorcycle**; or
- b. prevents or impedes the legitimate passage of **your motorcycle**.

This policy extension only applies where, in **our** opinion, the movement by **you** of the vehicle was reasonable and necessary in all the circumstances.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

The terms, conditions and exclusions in this policy otherwise apply as if the vehicle being moved were **your motorcycle**.

### **Other person's liability (S2E5)**

**We** will cover under Section Two the legal liability of any **authorised rider** arising from the **authorised rider's** use of **your motorcycle**, provided that:

- a. the **authorised rider's** liability is not covered by any other insurance policy; and
- b. the terms, conditions and exclusions in this policy otherwise apply as if the **authorised rider** were **you**.

### **Towing disabled motorcycles (S2E6)**

**We** will cover **your** legal liability in connection with the use of **your motorcycle** to tow a disabled motorcycle, provided such towing is not for reward or financial gain.

Section Two exclusion "Property owned by you" does not apply to this policy extension.

### **Using another motorcycle (S2E7)**

**We** will cover under Section Two **your** legal liability arising from **your** use of any other motorcycle, provided that:

- a. **you** do not own the other motorcycle; and
- b. the other motorcycle is not a hire, rental or loan motorcycle, unless the other motorcycle has been hired, rented or loaned under the Section One Policy Extension or "Temporary additional motorcycles" (PE25) or where Section One Policy Extensions "Condemned buildings and car parks" (PE4) or apply; and
- c. there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the other motorcycle being used were **your motorcycle**.

### **Vicarious liability (S2E8)**

**We** will cover **your** legal liability while any motorcycle not belonging to **you** and not provided by **you** is being used in connection with **your** business by any person in **your** employment, provided:

- a. **we** will not be liable for **loss** to that motorcycle or to property being conveyed by it; and
- b. there is no other insurance covering the same liability.

The terms, conditions and exclusions in this policy apply as if the motorcycle not belonging to **you** and not provided by **you** were **your motorcycle**.

### **Weight damage (S2E9)**

**We** will cover **your** legal liability for **accidental** damage to property (including any road) caused by the weight of **your motorcycle** including the weight of the load carried by the **motorcycle**.

The most **we** will pay under this policy extension is \$500,000 per **event**.

A \$5,000 **excess** applies to this policy extension.

Sub-sections (b)-(d) of Section Two exclusion "Weight" do not apply to this policy extension.

## Section Two - Exclusions

### Death of a rider

**You** are not covered for liability in respect of death or **bodily injury** to any person who, at the time of the **event** causing such death or **bodily injury**, was riding or in charge of **your motorcycle**.

### Defence costs - prosecutions

**You** are not covered for any legal defence costs or expenses including court costs, levies or costs awarded against **you** arising from the prosecution of any offence under any Act of Parliament including any regulations, subordinate legislation, rules or by-laws made under any Act.

### Exemplary damages

**You** are not covered for any punitive or exemplary damages.

### Fine and penalties

**You** are not covered for any fine or penalty.

### Liability by agreement

**You** are not covered for any liability arising out of a contract or agreement unless such liability would have arisen in the absence of such contract or agreement.

### Not being used as a motorcycle

**You** are not covered for any liability directly or indirectly arising from the use or operation of **your motorcycle** or any component of **your motorcycle** as a tool of trade or as an item of mechanically propelled plant or item of machinery.

### Property owned by you

**You** are not covered for any liability, including liability for **reparation**, for **loss** to any property owned by **you** or in **your** care, custody or control, except for damage to a disabled motorcycle being towed by **your motorcycle**.

### Weight

**You** are not covered for any liability for or in connection with damage to property (including any road) arising from:

- a. vibration caused by **your motorcycle**; or
- b. the weight of **your motorcycle**; or
- c. the weight of the load carried by **your motorcycle**; or
- d. the combined weight of the load and **your motorcycle**.

## ***VI. General exclusions that apply to all parts of this policy***

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### **Accident compensation**

**You** are not covered for any compensation, benefits, costs or any other amounts or payments that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 (and/or any subsequent amendment or replacement Acts) or which would be recoverable but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- b. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to under the Act; or
- c. a decision by the Accident Compensation Corporation or any other authority to decline a claim or limit its liability in whole or in part for any reason whatsoever.

### **Alcohol and drugs**

There is no cover under this policy if the rider of **your motorcycle** at the time of the **event** giving rise to a claim under this policy:

- a. is under the influence of intoxicating liquor or has a breath alcohol or blood alcohol concentration that exceeds the legal limit; or
- b. refuses to undergo a breath or blood test when legally required to do so; or
- c. fails or refuses to stop or remain at the scene of an **accident** when legally required to do so; or
- d. is under the influence of a drug or other intoxicating substance.

This exclusion does not apply if the rider of **your motorcycle** has stolen or illegally converted it (provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible).

### **Confiscation**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with confiscation, nationalisation, requisition, acquisition or destruction of or damage to property by order of any government, public or local authority.

### **Cyber attack**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

### **Excess**

**You** are not covered for any applicable **excess(es)**.

### **Foreign courts**

**You** are not covered for any **loss** or liability or claim of any type in connection with:

- a. civil or criminal proceedings brought in a court outside New Zealand; or
- b. civil or criminal proceedings brought in a court within New Zealand to enforce a judgement made by a court outside of New Zealand; or
- c. any claim or civil or criminal proceeding arising under the law of a country other than New Zealand.

### **Intentional, reckless or criminal acts**

**You** are not covered for any **loss** or liability arising from any deliberate, intentional, reckless, or criminal act or omission by **you** or anyone acting with **your** express or implied authority or consent.

### **Loss of electronic data**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with **loss** of **electronic data**, including, but not limited to:

- a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- b. error in creating, amending, entering, deleting or using **electronic data**;
- c. total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all;
- d. communication, display, distribution or publication of **electronic data**;
- e. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**; or
- f. any amount pertaining to the value of any **electronic data**.

### **Non allowable use**

**You** are not covered for any **loss** or liability arising from any use of **your motorcycle** which is outside the terms of the "Motorcycle Use" provision in this policy.

### **Nuclear and radiation risks**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. nuclear weapons material; or
- b. the operations of a nuclear power plant; or
- c. ionising radiation or contamination by radiation or otherwise from any nuclear waste; or
- d. the fusion or fission of nuclear fuel; or
- e. any biological, chemical or nuclear pollution.

### **Overloaded motorcycle**

**You** are not covered for any **loss** or liability arising from or connected with the loading of **your motorcycle** in excess of the manufacturer's recommended specifications or contrary to any Acts of Parliament or regulations or any proper law of New Zealand.

### **Sanctions**

**We** will not be liable to pay any claim or provide any cover or benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition, or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of New Zealand, Australia, the European Union, United Kingdom or the United States of America.

### **Terrorism**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with:

- a. any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss** or liability; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

### **Unlicensed or excluded riders**

There is no cover under this policy if the rider of **your motorcycle**:

- a. is unlicensed to drive the **motorcycle**, does not hold a licence that is in full force and effect and/or does not comply with or is in breach of his or her licence conditions; or
- b. is not legally allowed to ride in New Zealand; or
- c. is not an **authorised rider** as specified in the **schedule** or otherwise covered by this policy.

This exclusion does not apply if the rider of **your motorcycle** has stolen or illegally converted it provided **you** report the theft or illegal conversion to the New Zealand Police as soon as possible after the theft or illegal conversion.

### **Unsafe motorcycle**

There is no cover under this policy if at the time of the **loss your motorcycle** is in an unsafe or damaged condition, provided that this exclusion will not apply if **you** prove to **our** satisfaction that:

- a. such condition did not cause or contribute to any **loss** or liability; and
- b. **you** or the rider of **your motorcycle** were unaware of such condition; and
- c. **you** had taken all reasonable steps to maintain **your motorcycle** in a safe condition.

### **War and civil commotion**

**You** are not covered for any **loss** or liability directly or indirectly arising from or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power.

## VII. Claims Conditions

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### What you must do

As soon as **you** are aware of any events or circumstances which may lead to a claim under this policy **you** must:

- a. notify **us** as soon as possible;
- b. report to the New Zealand Police as soon as possible if **you** suspect any **loss** was caused by any crime or illegal act;
- c. take all reasonable steps to minimise **your loss** or liability, and to avoid any further **loss** or liability;
- d. take all reasonable steps to provide **us** with details of any other person(s), property or vehicles involved in the **event** giving rise to the claim, including, at a minimum:
  - i. the registration number(s) of any other vehicle(s) involved;
  - ii. the names, addresses, and contact details of any other driver(s) and any witness(es);
  - iii. details of any other property damaged;
- e. fully complete and provide us with an approved claim form as soon as possible;
- f. allow **us** unhindered access to investigate, inspect and assess the **loss** or liability. If any permanent repairs to the **motorcycle** are to be carried out, **you** must allow **us** access to the **motorcycle** before such repairs are carried out;
- g. forward to **us** immediately all relevant information and correspondence, including any correspondence advising of a claim or possible claim against **you** and any court documents;
- h. advise **us** immediately if **you** are charged with any offence in relation to the use of **your motorcycle** where such offence relates to **loss** to property or **bodily injury** to another person;
- i. provide any other information or assistance **we** may reasonably request, including attending an interview with any person **we** nominate and/or providing a statutory declaration verifying any details of the **loss** or liability.

### What you must not do

If **you** wish to make a claim on this policy, **you** must not:

- a. dispose of or abandon any property in respect of which **you** are making a claim;
- b. start any repairs without **our** permission unless it is necessary to prevent further **loss**;
- c. admit responsibility for any **loss** or liability;
- d. say or do anything that may prejudice **our** ability to defend, negotiate or settle a claim made against **you** or make recovery of the **loss** from any other person who may be responsible for it.

### After you have made a claim

After **you** have made a claim under this policy:

- a. **we** have the sole right to act in **your** name and on **your** behalf to negotiate, defend or settle any action against **you**, at our own expense (except in relation to any **excess** that may apply). **We** may appoint **our** own lawyers to defend the matter who will report to **us**;
- b. **we** may take over in full any legal right of recovery that **you** have against any other person. **You** must:
  - i. cooperate with **us** and provide full assistance including, without limitation, providing documents and other evidence and attending court hearings if required; and
  - ii. not voluntarily or knowingly release any third party from liability for **loss** insured by this policy unless **we** give permission for this.

If **you** do not cooperate or provide assistance to **us** as required, **you** must repay any amounts **we** have paid to **you** or any other party in respect of the claim;

- c. if **we** initiate a recovery **we** will include any uninsured **losses** suffered by **you** (excluding your **excess**), subject to an agreement between us in respect of the sharing of recovery costs and apportionment of recovery proceeds. Where **we** do this, **you** agree, at **your** own expense to provide **us** with satisfactory evidence of any uninsured losses;
- d. if any lost or stolen property for which **we** have paid a claim is later found or recovered, **you** must tell **us** immediately and, if **we** request it, return the property to **us**;
- e. if, in respect of a claim **we** have paid, **you** receive any money from any person ordered to make **reparation** to **you**, **you** must reimburse **us** for **our** payment, subject to adjustment if **you** have not been fully indemnified for **your loss** provided that any such adjustment will itself be subject to the terms of any costs/recovery proceeds sharing agreement referred to in sub-paragraph (c) above;
- f. where **we** have replaced **your motorcycle** with a new motorcycle pursuant to automatic extension PE15 and **you** subsequently receive any environmental, emissions or climate-change related subsidy, rebate or other payment from the New Zealand Government or the manufacturer, **you** must pass any such payment on to **us**;
- g. **we** are entitled to retain possession and ownership of property, including the proceeds of sale from any such property, in respect of which **we** have paid a claim under this policy, subject to adjustment if **you** have not been fully indemnified for **your loss**.

#### **Incorrect statements, dishonesty and fraud**

If any claim under this policy is in any respect dishonest or fraudulent or is supported by any incorrect information or statement:

- a. all benefits under the policy will be forfeit and **your** claim will not be payable. If the claim or any part of it has already been paid, then it will be repayable by **you** to **us**; and
- b. the policy automatically terminates from the date of the dishonest or fraudulent act; and
- c. **we** may also cancel any other policy **you** have with **us**.

## ***VIII. General Conditions***

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### **Breach of conditions**

No claim shall be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. However, nothing in this policy affects **our** right to avoid the policy for non-disclosure.

### **Cancellation by us**

**We** may cancel this policy at any time by giving **you** notice in writing or by email to:

- a. **your** last known postal address or email address on **our** records; or
- b. **your** broker.

The cancellation will take effect at 4 pm on the 14th day after the date of the notice. **We** will refund to **you** on a pro rata basis any unexpired premium already paid.

### **Cancellation by you**

**You** may cancel this policy at any time by giving **us** notice in writing, by email or by telephone.

The cancellation will take effect immediately. Provided **you** have not made a claim during the **period of insurance**, **we** will refund to **you** on a pro rata basis any unexpired premium already paid to **us**, less a \$50 administration fee.

### **Correctness of statements**

All statements made or information given by **you** or on **your** behalf (whether verbally or in documentation completed manually or electronically):

- a. in any proposal, application or declaration; or
- b. in support of this policy; or
- c. in support of any claim;

must be complete and correct in all respects.

If **you** make an incomplete or incorrect statement when applying for cover, including renewing the policy, we may avoid your policy, which will mean that your policy is terminated and treated as if it never existed.

If **you** make an incomplete, incorrect or fraudulent statement when making a claim, we may decide to not cover your claim and may cancel your policy.

### **Goods and services tax (GST)**

All **sum insured** values, policy limits and **excesses** are GST inclusive.

### **Governing law and jurisdiction**

This policy is governed by the laws of New Zealand. The courts of New Zealand have exclusive jurisdiction in relation to any issues, disputes or claims arising under or in relation to this policy.

### **Joint insurance**

If this policy insures more than one person or entity, then all persons and/or entities are jointly insured. If one of the persons or entities does or fails to do anything so that there is no cover, there will be no cover for anyone, not just the person or entity responsible for the relevant act or omission.

### **Modifications**

**You** must tell **us** and obtain **our** written approval of any modifications that are, or have been, made to the manufacturer's standard specifications for **your motorcycle** or of the addition of any **accessories** to **your motorcycle** which change its performance and/or value.

### **Other insurance**

If, at the time of any claim arising under this policy, there is any other valid and collectable insurance covering all or part of the same **loss** or liability, this policy will apply only to the amount of any **loss** or liability in excess of that recoverable under the other insurance.

### **Other interested parties**

If **you** have notified **us** of any other party who has a financial interest in **your motorcycle**, **we** may at **our** option pay all or part of any claim proceeds to that other party. Such payment will meet all **our** obligations to **you** under the policy to the extent of that payment.

By notifying **us** of the interested party, **you** authorise **us** to disclose personal information about **you** to that party.

Any such party who has a financial interest is not insured by this policy and has no rights to claim under the policy.

### **Policy compliance**

It is a condition precedent to **our** liability under this policy that **you** or anyone else entitled to claim under this policy:

- a. comply with all of its terms and conditions;
- b. pay any outstanding premium.

### **Reasonable care**

**You** must:

- a. take all reasonable care to prevent **loss** to **your motorcycle** and to avoid liability; and
- b. take all reasonable care to maintain **your motorcycle** in good repair; and
- c. maintain any protection devices, including any alarms, immobilisers and GPS tracking units, in an operational condition; and
- d. comply with all legal requirements relating to safety, maintenance and operation of **your motorcycle**;
- e. comply at **your** expense with all reasonable instructions **we** give **you** to prevent **loss** to **your motorcycle** and to avoid liability.

### **Sums insured**

Except where Policy Extension "Second hand purchase price guarantee" (PE24) applies, the values declared to **us** for each of **your motorcycle** must represent, as nearly as possible, their current **market value**. Values such as book value, depreciated cost, written down value and residual value will not be sufficient to comply with this condition.

## **IX. Definitions**

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Whenever the following words are used in **bold** in this policy this is what they mean. The definitions also apply to the plural and any derivatives of the words.

### **Accessory**

Any part of **your motorcycle** which is not essential to the **motorcycle's** operation. This includes, without limitation:

- a. panniers, saddle bags, top boxes, tank bags and other hard or soft luggage attached to but removable from the motorcycle;
- b. radio, audio equipment or other in-motorcycle entertainment equipment that is permanently fitted to the **motorcycle**;
- c. aftermarket exhausts, seats, seat covers, quick shifters, ECU tuning and mapping devices;
- d. permanently fitted telephones, communications and navigation systems;
- e. permanently fitted radar or laser detectors;
- f. electric motorcycle charging units;
- g. disability modifications;

**Accessory** does not include any signwriting, motorcycle wraps or artwork on the **motorcycle**.

### **Accident**

A sudden and unforeseen **event** that is unintended and unexpected by **you** or any other person using the **motorcycle**.

### **Accidental**

Unintended and unexpected by **you** or any other person using the **motorcycle**.

### **Act of terrorism**

An act, including but not limited to the use of force or violence or threat thereof, by any person or group/s of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Agreed value**

The lesser of:

- a. the **motorcycle's market value** plus 20%; or
- b. the **sum insured**.

### **Bodily injury**

**Accidental** death, or **accidental** bodily injury, including disability, shock, fright, mental anguish or emotional or mental injury.

### **Certified value**

The value of the **motorcycle** specified in a valuation prepared by a **motorcycle** valuer recognised by **us** provided such value is accepted by **us** and stated in the **schedule**.

### **Construction value**

The base **motorcycle** cost together with all amounts spent restoring the **motorcycle** as at the date of any **loss** covered by the policy.

### **Electronic data**

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programmes, software and other coded instructions for such equipment.

### **Event**

Any one event or series of events occurring within a 72 hour period causing **loss** or liability which arise from one source or original cause.

### **Excess**

The amount that **you** must contribute as the initial payment towards the cost of any claim under this policy. The amount of the **excess** is shown in either the **schedule** or in this policy wording.

### **Family**

A member of **your** family who permanently resides with **you**.

### **Fixed value**

The value of **your motorcycle** agreed by **you** and **us** and stated in the **schedule**.

### **Injury**

**Bodily injury** caused solely and directly by violent, **accidental**, external, and visible means.

### **Loss**

Physical loss, physical damage or physical destruction.

### **Market value**

The reasonable sale price of **your motorcycle**, as estimated by **us**, immediately before the **loss** taking into account:

- a. the year, make, model and specification of **your motorcycle**; and
- b. the general condition of **your motorcycle**, including mileage and hours;

but excluding the presence of any sign writing, **motorcycle** wraps, or artwork on **your motorcycle** unless otherwise advised and accepted by **us** in writing.

### **Motorcycle**

Any motorcycle:

- a. described in the **schedule**; or
- b. acquired and advised to us pursuant to Policy Extension "Additions and deletions" (PE1); or
- c. acquired as stated in Policy Extension "Temporary additional motorcycles" (PE25); or
- d. leased motorcycle as stated in Policy Extension "Total loss – leased motorcycles gap cover" (PE27),

including:

- a. any sidecar attached (or designed to be attached but not attached) to the **motorcycle**; and
- b. any **accessories** and any tools supplied by the **motorcycle's** manufacturer whilst in or on the **motorcycle**, but not including any signwriting, **motorcycle** wraps or artwork on the **motorcycle**.

### **Period of insurance**

The "Period of Insurance" shown in the **schedule**, commencing at 4:00pm on the first day of cover and expiring at 4:00pm on the last day of cover.

### **Personal property**

Any personal property including, without limitation:

- a. watches;
- b. mobile telephones;
- c. prescription glasses;
- d. sunglasses;
- e. jewellery;
- f. clothing not otherwise included within the definition of **personal protective equipment**.

**Personal property** does not include **personal protective equipment**.

### **Personal protective equipment**

Items specifically designed to be worn and to protect a motorcycle rider from **injury** in the event of an **accident** whilst using **your motorcycle**. This includes, without limitation:

- a. helmets;
- b. riding boots;
- c. safety clothing;
- d. rib braces;
- e. spine and knee guards;
- f. jackets;
- g. pants;
- h. gloves;
- i. goggles.

**Reparation**

An amount ordered by a New Zealand court to be paid to the victim of an offence pursuant to section 32 of the Sentencing Act 2002 (and/or any subsequent amendment or replacement Acts).

**Schedule**

The most recently dated schedule issued by **us** and any other notices **we** may issue from time to time during the **period of insurance**, including any policy endorsements.

**Sum Insured**

The "Sum Insured" shown in the **schedule**.

**Total loss**

**Your motorcycle** is a total loss where:

- a. in **our** opinion following a **loss to your motorcycle** is uneconomic or unsafe to repair; or
- b. **your motorcycle** has been stolen and not recovered within 14 days of the theft being reported to **us**, subject to any additional period which **we** may reasonably require in order to carry out any investigations into the theft.

**We/us/our**

Berkshire Hathaway Specialty Insurance Company (incorporated in Nebraska, USA) through its appointed agent Star Insurance Limited trading as Star Insurance Specialists and StarInsure.

**You, your**

The person(s) or entity shown in the **schedule** as "The Insured".

## ***X. Making a complaint***

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**We** are committed to providing **you** with a professional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. If this happens, **we** want to hear about it, so **we** can try and put things right.

### **Step 1 – Initiating your complaint**

In the first instance contact Star Insurance Specialists by calling or writing to **us** using the relevant details following:

The Complaints Officer – Star Insurance Specialists, PO Box 97 954, Manukau City, Auckland 2241  
Email: admin@starinsure.co.nz

Please ensure that **you** provide the following information in **your** communication:

- **Your** name and address
- **Your** Policy number
- The nature of **your** complaint

**We** expect that the majority of complaints will be quickly and satisfactorily resolved.

### **Step 2 – If you are still unhappy**

If **your** complaint is one of the few that cannot be resolved by Step 1, please write to:  
Berkshire Hathaway Specialty Insurance - Complaints Manager  
Level 34, ANZ Centre, 23-29 Albert Street, PO Box 106 844, Auckland, NZ 1143  
complaints.newzealand@bhspecialty.com

Please ensure that **you** quote **your** Policy number and state that **you** are Insured with a Star Insurance Specialists policy.

### **Step 3 – Beyond Berkshire Hathaway Specialty Insurance**

If Berkshire Hathaway Specialty Insurance (BHSI) has given **you** their final response and **you** are still dissatisfied **you** may refer **your** case to the Insurance & Financial Services Ombudsman (IFSO). The IFSO is an independent body that resolves complaints about financial and insurance products. The IFSO will only consider complaints after BHSI has provided **you** with a 'deadlock' letter. BHSI will produce such a letter only when the BHSI internal complaints procedure has been exhausted.

The IFSO can be contacted at: PO Box 10-845 Wellington 6143  
Ph. 0800 888 202  
Email: info@ifso.nz

# ***Roadside Assistance***

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If **you** have made an agreed additional payment and "Roadside Assistance" is shown on the **schedule, your motorcycle** will be registered with a Standard Roadside Assistance membership with our roadside assistance provider, NZ Roadside Assistance Ltd (NZRA). This provides 24-hour, 7-day roadside assistance. For roadside assistance call 0800 888 24 7. You will need to quote **your motorcycle** registration.

A Standard roadside assistance membership provides everything you need to get up and running again:

- Jump start if your battery is flat
- Flat tyre replacement with your spare tyre
- Emergency fuel if you have run out
- Minor roadside repairs, such as replacement fuses, temporary repair to hoses etc
- Emergency windscreen assistance repair and replacement
- Key replacement, locksmith service or key courier service
- Driver assistance with directions
- Urgent message relay
- Emergency towing/transport to the nearest place of safety if your motorcycle cannot be mobilised.

#### **Terms and Conditions:**

- **Your motorcycle** must be currently warranted and registered, in a sound state of repair, and must be on or near a public road accessible by a 2WD vehicle.
- There is a limit of \$350 per callout, with a limit of three callouts in any twelve-month period.
- Any emergency tow is to the nearest place of safety i.e. service station, garage, lockup, tow yard, or anywhere that gets your motorcycle off the road and to a place of safety. The emergency tow is not subject to the \$350 callout limit.

**Please note that this service is provided by NZRA and it is separate to this policy of insurance.**

**For questions about the service, please contact NZRA on 0508 697 623.**







***FOR  
SIMPLY  
GREAT  
SERVICE***

