



Harley-Davidson Insurance Services*

HARLEY | MOTORCYCLE INSURANCE™

An important update to your policy

At Harley-Davidson Insurance Services, we like to keep you in the loop.

Here's all you need to know about a change to the Sentencing Amendment Act 2014 and how it affects your HARLEY | MOTORCYCLE INSURANCE™ policy.

What has changed?

Before, if you caused an accident like a motorcycle crash by driving carelessly, the Courts could only order you to pay for the property damage or emotional harm you caused. Now, the Courts can also order you to pay for loss of income or treatment costs not covered by ACC. This won't replace ACC, but means that anyone injured can get a 'top up' if the Court approves it.

What does this mean for you?

We've updated your policy to include a specific cover for reparation costs. Take a look at the T's and C's and the table below for more details. Then put this document with your latest Policy Schedule in a safe place.

Got any questions?

Call us on **0800 48 48 48**.

Section	Current Wording	New Wording
Making a Claim	<i>New Clauses</i>	<p>What you must do</p> <ul style="list-style-type: none"> • tell us immediately if you or anyone else entitled to cover under this policy is charged with any offence in connection with the use of the motorcycle or a vehicle which resulted in loss of property or bodily injury to another person. <p>Getting our permission first</p> <p>You or anyone else entitled to cover under this policy must ask our permission before you or they negotiate, offer to pay or pay any reparation, including but not limited to, offers made as part of any case management conference or sentencing hearing.</p>
What your policy covers 'Personal Liability'	<i>New Clause</i>	<p>Reparation</p> <p>You're covered for your legal liability to pay reparation to a victim who has suffered accidental loss of property or bodily injury as a result of your committing an offence during the period of cover in connection with your use of any vehicle, in New Zealand (including transit between places in New Zealand).</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. you must tell us immediately if you or any other person entitled to cover under this benefit is charged with any offence in connection with the use of a vehicle, which resulted in loss of property or bodily injury to another person; and 2. we must give our written approval before any offer of reparation is made.

Section	Current Wording	New Wording
		<p>There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:</p> <ol style="list-style-type: none"> 1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, 2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, 3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever. <p>Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.</p>
<p>Other peoples liability</p>	<p>We'll cover the legal liability and legal costs and legal expenses of any other named rider caused in connection with their use of the motorcycle in the same way as we cover you, as long as:</p> <ol style="list-style-type: none"> 1. the other person had your permission to use the motorcycle, and 2. the other person's liability is not covered by any other insurance, and 3. the other person meets the same terms of the policy that you must meet. 	<p>We'll cover the legal liability and legal costs and legal expenses, and legal liability to pay reparation, of any other named rider caused in connection with their use of the motorcycle in the same way as we cover you, as long as:</p> <ol style="list-style-type: none"> 1. the named rider had your permission to use the motorcycle, and 2. the named rider's liability is not covered by any other insurance, and 3. the named rider meets the same terms of the policy that you must meet.
<p>What you'll get Property damage payment</p>	<p>We'll pay for:</p> <ol style="list-style-type: none"> 1. liability for loss to property, and 2. reasonable legal costs and legal expenses incurred with our approval (we won't unreasonably withhold our approval), and 3. costs awarded against you by a Court. <p>The most we'll pay in total for 1, 2 and 3 is \$20,000,000 for any event – and you won't have to pay an excess.</p> <p>However the most we will pay for a claim under 'Your legal liability item 2' is \$1,000,000 for any event.</p>	<p>We'll pay for:</p> <ol style="list-style-type: none"> 1. liability, including liability for reparation, for loss to property, and 2. reasonable legal costs and legal expenses incurred with our approval (we won't unreasonably withhold our approval), and 3. costs awarded against you by a Court. <p>The most we'll pay in total for 1, 2 and 3 is \$20,000,000 for any event – and you won't have to pay an excess.</p> <p>However the most we will pay for a claim under 'Your legal liability item 2' is \$1,000,000 for any event.</p>
<p>What you'll get Bodily injury payment</p>	<p>We'll pay for:</p> <ol style="list-style-type: none"> 1. liability arising from bodily injury, and 2. reasonable legal costs and legal expenses incurred with our approval (we won't unreasonably withhold our approval), and 3. costs awarded against you by a Court. <p>The most we'll pay in total for 1, 2 and 3 is \$1,000,000 for any event – and you won't have to pay an excess.</p>	<p>We'll pay for:</p> <ol style="list-style-type: none"> 1. liability, including liability for reparation, arising from bodily injury, and 2. reasonable legal costs and legal expenses incurred with our approval (we won't unreasonably withhold our approval), and 3. costs awarded against you by a Court. <p>The most we'll pay in total for 1, 2 and 3 is \$1,000,000 for any event – and you won't have to pay an excess.</p>

Section	Current Wording	New Wording
What your policy covers Personal Liability 'What isn't covered'	<i>New Clause</i>	5. You're not covered for any legal defence costs or court costs arising from the prosecution of any offence under any Act of Parliament including any Regulations, Rules or By-Laws made under any Act of Parliament.
Exclusions that apply to the whole policy 'Alcohol, drugs and other intoxicating substances'	<i>New clause</i>	There is no cover under this policy if the person using the vehicle : 4. fails or refuses to stop, or remain at the scene, following an accident (as required by law).
	<i>New exclusion</i>	Intentional or Reckless Acts You're not covered for any loss or liability arising from any intentional or reckless act or omission.
Definitions	accident unexpected and unintended by you and anyone using the vehicle .	accident unexpected and unintended by you and anyone using the motorcycle or any vehicle .
Definitions	bodily injury the accidental death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.	bodily injury the accidental death of, or accidental bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.