

HARLEY | MOTORCYCLE INSURANCE™



Harley-Davidson
Insurance Services*

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Contacting Us

If you have queries about your insurance, need to make a claim, or need help from Harley™ Assist, please simply call us on **0800 48 48 48**.

Your Policy

Reading your policy

Words in bold

You'll notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 26.

Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

What your policy consists of

Your policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

Our commitment to you

We'll do **our** best to:

- provide **you** with helpful, professional service
- act on **your** requests promptly
- provide **you** with policies that suit **your** needs
- give **you** information that will help **you** to reduce the risk of **loss**
- make **you** aware of policy conditions and obligations.

Our agreement with you

Together, **you** and **we** have an agreement. **You** agree to pay **us** a premium for **your** cover and, in exchange, **we** promise to cover **you** as stated in this policy wording.

Keeping us informed

When **you** apply for insurance with **us**, **you** have an important 'duty of disclosure'. This means that **you** must:

- give **us** all the information that a prudent insurer needs to decide whether to accept or decline **your application** for insurance. If **we** accept **your application**, it includes information that a prudent insurer needs to decide the cost of **your** insurance and the terms and conditions that will apply (including the **excess**), and
- provide **us** with true, accurate and complete information, even if **you** think it isn't important.

If **you** don't tell **us**, **your** insurance policy may not be valid and **you** may not be covered if **you** want to make a claim.

You must also tell **us** about changes that occur during the policy period - see 'Changes in circumstances' on page 24.

If **you're** not sure whether **you** should give **us** some information, tell **us** anyway. Simply call **us** on **0800 48 48 48** – **we'll** talk the matter over with **you** and let **you** know if it affects **your** policy.

We treat all information **you** give **us** in accordance with the Privacy Act 1993.

So what must you tell us?

You must tell **us** about anything that could affect **your** insurance with **us**.

For example, you must tell us:

- *if the motorcycle has been modified in any way*
- *if you, or anyone who may ride the motorcycle, have had their motorcycle licence suspended or cancelled in the last 5 years*
- *if your motorcycle will be used for business purposes*
- *if you, or anyone who may ride the motorcycle, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5 years*
- *if you, or anyone who may ride the motorcycle, have been convicted of a criminal offence in the last 5 years*
- *if there are any changes to who the riders will be*
- *if you move to a different address*
- *if you have been declined or refused insurance in the last 5 years*
- *if there has been any material change in circumstances since the policy started*
- *if you insure the motorcycle with anyone else*

These *examples* are only a guide.

Remember, **we** provide **your** insurance based on the information **you** gave **us** when **you** applied for it. If anything changes, or if **you** expect something to change, **you** must let **us** know or **your** policy may be unenforceable.

Please ask **us** if **you're** not sure if **you** should tell **us** about something.

We must tell you about...

We must keep **you** updated on **your** insurance.

For example, we must tell you:

- *if we change the terms of your policy*
- *if we add new terms to your policy*
- *about any other changes to your policy*
- *before your policy renews, how much your new premium will be*

Our other responsibilities to you

- **We'll** answer **your** questions honestly and accurately
- **We'll** provide **you** with information and advice to help **you** understand **your** insurance and its terms and exclusions
- If **you** need it, **we'll** give **you** a copy of the information **you** gave **us** when **you** applied for **your** insurance
- When **you** first insure with **us**, and when **you** renew **your** policy, **we'll** tell **you** about the financial rating on **our** ability to pay for any claims **our** customers make

If **you** have any questions please call **us** on **0800 48 48 48**.

Making A Claim

When **you** need to make a claim just call **us** on **0800 48 48 48**.

What you must do

If anything happens that could result in a claim under this policy, **you** must:

- do what **you** can to take care of the **motorcycle** and to prevent any further **loss** or liability, and
- tell **us** as soon as possible, and
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- allow **us** to examine the **motorcycle** before any permanent repairs are started, and
- not destroy or dispose of anything that is, or could be, part of a claim, and
- as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- give **us** any information or help **we** ask for, and
- consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited.

What we'll do

When **you** contact **us** to make a claim under this policy, **we'll**:

- treat **you** fairly and process **your** claim within the terms of the policy,
- explain how the claim process works,
- advise **you** as best **we** can, on how to prevent further damage,
- if possible, register **your** claim straight away after asking **you** questions and recording **your** responses,
- if possible, accept **your** claim during the first phone call,
- explain what **we** need to go ahead with **your** claim,
- if required, arrange for a loss adjuster to inspect the damage and explain the procedure that will be followed,
- keep **you** updated on **your** claim's progress,
- give **you** all the information **you** need on how **we'll** settle **your** claim,
- if **we** decline **your** claim, clearly explain why.

What's the Insurance Claims Register?

It is an electronic register that holds a central record of claims lodged with participating insurance companies. These companies can access the claims history of a customer. This helps to keep the cost of insurance affordable to **you**.

Don't forget about your excess

When **you** make a claim, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your** claim. The **excess** applies to each **event** – unless specifically stated otherwise in another part of this policy.

Getting our permission first

You must ask for **our** permission before **you**:

- incur any expenses in connection with a claim under this policy, or
- negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- do anything that may prejudice **our** rights of recovery.

'Rights of recovery' means that we can claim the money that we paid out on your claim back from the responsible person (if someone else that is not insured under this policy was responsible for the loss). You must not do anything that prevents us from doing that, or that disadvantages us when doing that.

It is best that you allow us to manage your claim on your behalf. We'll let you know how you can help us when we talk to you about your claim.

Honesty is the key

You and **we** have an agreement. As part of that agreement, **you** agree to be honest in all **your** dealings with **us**, just as **we'll** be honest with **you**. If **your** claim is dishonest or fraudulent in any way, **we** have the discretion to:

- decline **your** whole claim or part of it, and/or
- declare that this policy, or all the policies **you** have with **us**, are unenforceable from the date of the dishonest or fraudulent act.

Things that will help us help you

- Keep **your** insurance documents in a safe and easily accessible place.
- Have **your** policy number handy when **you** contact **us**.
- Have any relevant information ready when **you** contact **us**, such as a lost item's brand name, model name, model number and special features.
- Let **us** know if **your** contact details change.
- Ask **us** if there's something **you're** not sure about.

If you have a problem with your claim

We'll always do **our** very best to get things right and provide **you** with the service **you** expect from **us**. However, sometimes things do go wrong – so when they do, **we** want to resolve the problem as quickly as possible.

Here's what to do:

Your first steps are to contact the office you have been dealing with

- Step 1** First, discuss **your** problem with the person **you've** been dealing with. Talk through **your** concerns and **we'll** try to resolve it.
- Step 2** Second, if **you're** still unhappy with their answer, contact the Operations Manager. At this stage, it's best to put **your** complaint in writing. But if **you** prefer, **you** can phone the Operations Manager instead. They'll acknowledge that **your** complaint has been received, investigate the matter and then inform **you** of the outcome.

If you're not satisfied with this outcome

Step 3 Next, write to:
Consumer Credit and Warranty Business Manager,
PO Box 68200,
Newton,
Auckland 1145

We'll acknowledge **your** complaint within 3 working days and make sure it's fully investigated. **You'll** receive written advice of the outcome within 10 working days – or, if no decision has been made, **we'll** give **you** an update on the progress of **your** case.

Step 4 Finally, if **we** are unable to resolve **your** complaint within 2-months **we'll** tell **you**. **We'll** also tell **you** of **your** rights under the Insurance & Savings Ombudsman scheme that considers complaints relating to insurance claims. This is an independent scheme that's free of charge to **you**.

The Insurance & Savings Ombudsman has the authority to make decisions binding upon insurance companies for certain claims up to the value of \$200,000 (excluding GST).

Should **you** wish to have **your** complaint considered by the Insurance & Savings Ombudsman, **you** have to do steps 1 – 3 above first.

Next, **you** must contact the Insurance & Savings Ombudsman office no later than 2-months after the date **we** informed **you** that deadlock has been reached with **your** claim. **You** can contact the Insurance & Savings Ombudsman by phoning 0800 888 202 or (04) 499 7612, by fax at (04) 499 7614 or by writing to PO Box 10 845, Wellington.

You'll find additional information and contact details on the web at www.iombudsman.org.nz.

What You Get If We Accept Your Claim

This section explains when **we'll** repair the **motorcycle**, when **we'll** replace it and when **we'll** pay **you** for it, if **we** accept **your** claim. Please make sure **you** read this section carefully. If **you** have any questions, just phone **us** on **0800 48 48 48**.

Repair, replace or pay cash?

Repairable

If the **motorcycle** is economic to repair in **our** opinion, **we** have the option to:

1. arrange for the **motorcycle** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts acceptable to Harley-Davidson or any Harley-Davidson[®] Dealer and practices appropriate in the New Zealand repair industry, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

Not repairable

If the **motorcycle** is **uneconomic** to **repair** in **our** opinion, **we** have the option to:

1. pay **you** the **agreed value** of the **motorcycle**, or
2. pay the reasonable cost to replace **your motorcycle** with one which is the same year, make, model and specification, has done the same mileage, and is in the same general condition, or

3. replace the **motorcycle** with a new one, as long as:
 - (a) the **loss** happened within 24-months of **you** buying the **motorcycle** new, and
 - (b) the same model and specification is available in New Zealand.

Whenever **we** take one of these actions, this policy comes to an end and **we** won't refund any premium.

Parts unavailable in New Zealand

If any new parts, **accessories** or tools cannot be bought in New Zealand, **we'll** pay the last known selling or list price in New Zealand plus the reasonable fitting cost.

Repair guarantee

All repairs to the **motorcycle** that are done through **our** approved repairer network are quality guaranteed while **you** own it and it is insured with **us**.

Goods and services tax

All amounts in this policy include GST.

Use Of The Vehicle

This policy only applies when the **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes (including community work), or
2. in connection with a business, profession or occupation.

You're not covered when the **vehicle** is being **used**:

1. to practice for, or take part in, any:
 - (a) race (whether organised or not), or
 - (b) pace-making, reliability trial or speed test, (except where cover is provided under 'Club event' on page 19), or
2. on any racetrack (except where cover is provided under 'Club event' on page 19).

You're probably wondering why we've used the word 'vehicle' in this section and not 'motorcycle'. This is because we're not only referring to the motorcycle that's shown in the schedule. We're also including any other motorcycle that you don't own, but that's used by you, as long as you have the owner's permission to use it.

Please read the definition of 'vehicle' on page 28. It will give you the full meaning of the word.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

User Of The Motorcycle

There is only cover under this policy if, at the time of the **loss**, the person **using** the **motorcycle** is:

1. **you**, or
2. a **named rider**.

However, **we** won't apply these restrictions to any **loss** resulting from:

- (a) fire or theft, or
- (b) the **motorcycle** being **used** by:
 - (i) a member or employee of the motor trade, in connection with the repair or servicing of the **motorcycle**, or
 - (ii) a person providing a 'Dial a Driver' or similar commercial service to **you**, or
 - (iii) a person providing a valet parking service to **you**, or
 - (iv) a person in the course of a medical emergency.

This means that any person who is not named on the schedule is not covered by this policy, even if they have your permission to use the motorcycle.

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Type Of Cover That Applies

Cover options

There are four cover options:

1. Full cover **FC**
2. Third Party, Fire & Theft **TPFT**
3. Fire, Theft & Storage **FTS**
4. Third Party Only **TPO**

The type of cover that applies to **you** will be shown in **your schedule**.

You will note that **we've** used symbols for each cover option. **We've** used these symbols throughout this policy to help **you** know if a benefit applies to **you** or not.

Full Cover **FC**

If **your schedule** shows 'Type of cover: Full cover', then **you** are fully covered under all benefits under 'What Your Policy Covers' below.

Third Party, Fire & Theft **TPFT**

If **your schedule** shows 'Type of cover: Third Party, Fire & Theft' then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have limited cover under 'Accidental Loss' as stated below, and
2. are fully covered under:

- (a) 'Personal liability', and
- (b) 'Protection against uninsured drivers', and
- (c) 'Road clearing costs', and
- (d) 'Towing costs', and
- (e) 'Transport costs'.

Fire, Theft & Storage **FTS**

If **your schedule** shows 'Type of cover: Fire, Theft & Storage' then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have limited cover under 'Accidental Loss' as stated below, and
2. are fully covered under:
 - (a) 'Towing costs', and
 - (b) 'Transport costs'.

Third Party Only **TPO**

If **your schedule** shows 'Type of cover: Third Party Only' then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have no cover under 'Accidental loss', and
2. are fully covered under:
 - (a) 'Personal liability', and
 - (b) 'Protection against uninsured drivers', and
 - (c) 'Road clearing costs'.

What Your Policy Covers

This section explains what **your** policy does and doesn't cover. Please read it carefully – and if **you** have any questions, call **us** on **0800 48 48 48**.

Accidental loss

FC This section applies if 'Type of cover: Full cover' is shown in **your schedule**.

You're covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** and in New Zealand (including transit between places in New Zealand).

TPFT This section applies if 'Type of cover: Third Party, Fire & Theft' is shown in **your schedule**.

You're covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** in New Zealand (including transit between places in New Zealand) caused by:

1. fire, or
2. theft or attempted theft, conversion or attempted conversion, or
3. earthquake, volcanic eruption, hydrothermal activity, or tsunami.

FTS This section applies if 'Type of cover: Fire, Theft & Storage' is shown in **your schedule**.

You're covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** and is caused by:

1. (a) fire, or
(b) theft or attempted theft, conversion or attempted conversion, or
(c) earthquake, volcanic eruption, hydrothermal activity, or tsunami, or
(d) storm or flood, or
(e) intentional damage,
at the situation shown in the **schedule**, or
2. an accident involving a vehicle that is towing or transporting the **motorcycle** within New Zealand.

TPO This section applies if 'Type of cover: Third Party Only' is shown in **your schedule**.

You're not covered under this 'Accidental loss' benefit.

What you'll get

See 'What you get if we accept your claim' on page 8 for details on what **we'll** pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Excess protection FC

1. **You** won't pay an **excess** if an identifiable driver of another vehicle causes **loss** that is covered by this policy, as long as **you**:
 - (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
 - (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.
2. **We** won't deduct the **excess** if the **loss** to the **motorcycle** is from actual or attempted theft or illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.

Harley™ Assist FC

We'll provide Harley™ Assist service for the **motorcycle** during the **period of cover**.

You won't have to pay an **excess** for any of these Harley™ Assist benefits where Harley™ Assist pays any costs.

What you'll get

Roadside assistance

1. Harley™ Assist will:
 - (a) fit the **motorcycle's** spare tyre if it has a flat tyre, and
 - (b) provide 5 litres of fuel if the **motorcycle** is out of fuel, and

- (c) jump-start the **motorcycle** if it has a flat battery, and
 - (d) make minor or temporary adjustments at the roadside to mobilise the **motorcycle**, where possible and if safe to carry out at the roadside, if the **motorcycle** suffers mechanical or electrical damage or failure.
2. Harley™ Assist will arrange to transport the **motorcycle** to the nearest approved repairer or place of safety if the **motorcycle** suffers mechanical or electrical damage or failure and:
 - (a) cannot be easily mobilised at the roadside, or
 - (b) requires replacement parts.

If, at the time of the damage or failure, the **motorcycle** included a sidecar or was towing a trailer, that will also be transported.

Harley™ Assist will pay up to \$550 per **event**. **You** will need to pay any additional cost directly to the attending provider.

Accident assistance

Harley™ Assist will help to co-ordinate the following services if **your motorcycle** is involved in an accident or stolen:

1. transport of the **motorcycle** to the nearest approved repairer or place of safety, and
2. transport for **you** and any passengers on the **motorcycle** to continue **your** journey.

You are responsible for all costs associated with this 'Accident assistance' benefit.

The following Harley™ Assist benefits only apply if **you're** a H.O.G.® member and this is shown in the **schedule**.

Keys

Harley™ Assist will arrange for the retrieval of a spare key if **you** lose **your** keys. The most Harley™ Assist will pay for any **event** is \$150.

Away-from-home breakdown assistance

Harley™ Assist will cover:

1. alternative transport costs for **you**, and any passengers on the **motorcycle**, from the place where the mechanical or electrical damage or failure occurred to **your** home or to **your** nearest immediate destination, or
2. additional accommodation costs for **you** and any passengers on the **motorcycle** to stay near the place where the mechanical or electrical damage or failure occurred while the **motorcycle** is being repaired, or
3. rental vehicle costs for **you** to continue **your** journey, as long as:
 - (a) the **motorcycle** suffers mechanical or electrical damage or failure more than 100kms from **your** home, and
 - (b) the **motorcycle** is expected to be disabled for more than 24 hours.

Harley™ Assist will arrange these services on **your** behalf.

The most Harley™ Assist will pay for any **event** is:

- (i) \$360 for alternative transport costs, or
- (ii) \$120 per night of additional accommodation for up to 3 consecutive nights, or
- (iii) \$120 per day of car rental for up to 3 consecutive days.

Motorcycle recovery

Harley™ Assist will arrange to transport the **motorcycle** to **your** home or to another agreed place after the **motorcycle** has been repaired, if:

- (a) the **motorcycle** suffers mechanical or electrical damage or failure more than 100kms from **your** home, and
- (b) the **motorcycle** is expected to be disabled for more than 24 hours, and
- (c) **you** have continued with **your** journey, or returned home, while the **motorcycle** was being repaired.

Harley™ Assist will pay up to \$550 per **event**. **You** will need to pay any additional cost directly to the attending provider.

Medical advice

Harley™ Assist will provide 24 hour medical advice to **you** and any passengers on the **motorcycle**. This service also includes referral to doctors and other emergency services.

Legal advice

Harley™ Assist will provide phone-based legal advice to **you** in relation to the use and ownership of the **motorcycle**.

What isn't covered?

1. Harley™ Assist will not assist:
 - (a) with costs relating to parts, labour and any associated costs from the repair of the **motorcycle** under the assistance programme, including but not limited to replacement batteries and tyres, or
 - (b) where the **motorcycle**:
 - (i) has been left unattended, or
 - (ii) requires specialised salvage equipment, or

- (iii) is not within easy access of a public road that is negotiable by a two wheel drive vehicle, or
- (iv) cannot be accessed due to extreme conditions such as snow, ice, flooding, road slips or the like, or
- (v) was being used for competitions or off-road activity, or
- (vi) was involved in an accident or collision, or
- (vii) was being misused, or
- (c) **motorcycles** used in racing, rallies, speed or duration testing or any practice thereof, or
- (d) rental vehicles, couriers and taxis, or
- (e) with loss or damage to the contents of the **motorcycle**.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Option to retain wreck FC

You may keep the wreck of the **motorcycle** if:

1. the **motorcycle** suffers a **loss** covered by the 'Accidental loss' benefit of this policy on page 11, and
2. **we** decide the **motorcycle** is **uneconomic to repair**.

We will agree the value of the wreck with **you** and make allowance for this amount in the settlement of **your** claim.

Personal liability FC TPFT TPO

What does 'personal liability' mean?

'Liability' is the legal liability that a person has for injury or damage suffered by someone else.

For example, if you crash your motorcycle through a fence on someone else's property, you may be held legally liable for the damage to their property.

Your legal liability cover

You're covered for **your** legal liability and legal costs and legal expenses arising from:

1. **accidental loss** to anyone else's property (including loss of use), or
2. **accidental loss** to property where the costs are recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977, or
3. **accidental bodily injury** to any person, occurring during the **period of cover** and caused in connection with **your use** of a **vehicle** in New Zealand (including transit between places in New Zealand).

General average

You're covered for general average or salvage charges that **you** must legally pay as a result of the **motorcycle** being carried by ship between places in New Zealand during the **period of cover**.

'General average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.

Other people's legal liability

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:

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 all the same terms of this policy that **you** must meet.

Vicarious liability

We'll cover **your** employer's vicarious liability while **you**, or any other employee who has **your** permission, uses the **motorcycle** for the business of **your** employer, as long as:

1. **your** employer's vicarious liability is not covered by any other insurance, and
2. the other employee **using** the **motorcycle** meets all the same terms of this policy that **you** must meet.

'Vicarious liability' means that your employer may be held responsible for injury or damage, even if they were not actively involved in the incident.

What you'll get

Property damage payment

We'll pay for:

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.

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**.

However the most **we** will pay for a claim under 'Your legal liability item 2.' is \$1,000,000 for any **event**.

Bodily injury payment

We'll pay for:

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.

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**.

Amount payable for a claim for bodily injury and property damage

The most **we'll** pay for a claim for property damage and **bodily injury** for any **event** is \$20,000,000.

Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

What isn't covered?

1. **You're** not covered for liability for **loss** to any property:
 - (a) owned by **you** or anyone **we** cover and who claims under this policy, or
 - (b) in **your** care or in the care of anyone **we** cover under this policy other than for clothing, personal effects and luggage being carried by and belonging to any passenger on any **vehicle**, or
 - (c) being carried by, loaded into, or unloaded from any **vehicle** attached to any **vehicle** other than specified under (b) above.
2. **You're** not covered for liability created by a contract or agreement unless **you** would have been liable even without such contract or agreement.

3. **You're** not covered for liability in any way connected with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up) unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden and **accidental event** that also happens during the **period of cover**.
4. **You're** not covered for punitive or exemplary damage, fines or penalties.

'Damages' in this context refers to money claimed from you as compensation for harm done, or loss or injury. 'Exemplary damages' is money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Protection against uninsured drivers **TPFT** **TPO**

If **your** schedule shows that **you** have 'Type of cover: Third Party, Fire & Theft' or 'Type of cover: Third Party Only', then **you're** covered for sudden and **accidental loss** to the **motorcycle** during the **period of cover** in New Zealand (and transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
3. give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

For example:

If you're waiting at a red light and a car hits your motorcycle, you can claim under this policy up to \$3,000, but only if that person is not insured and if you can give us all the information and assistance that is listed in 1, 2, and 3 above. If that person is insured then you must claim from their insurance company or from them personally.

What you'll get

Repairable

If the **motorcycle** is economic to repair in **our** opinion, **we** have the option to:

1. arrange for the **motorcycle** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts acceptable to Harley-Davidson or any Harley-Davidson® Dealer and practices appropriate in the New Zealand repair industry, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

Not repairable

If the **motorcycle** is **uneconomic to repair** in **our** opinion, **we'll** pay **you** the:

1. **agreed value** if **your schedule** shows 'Type of cover: Third Party, Fire & Theft' (if it is less than \$3,000), or
2. **market value** if **your schedule** shows 'Type of cover: Third Party Only' (if it is less than \$3,000).

Whenever **we** take this action, this policy comes to an end and **we** won't refund any premium.

Maximum payment

The most **we'll** pay for any **event** is \$3,000 – and **you** won't have to pay the **excess**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Replacement motorcycle **FC**

When **you** buy a replacement motorcycle for the **motorcycle**, **we'll** automatically cover **you** for that replacement motorcycle under this policy from the date of purchase, as long as:

1. **you** tell **us** within 30-days of the date of purchase, and
2. the replacement motorcycle's purchase price isn't more than \$65,000, and
3. the replacement motorcycle's purchase price will be the **agreed value**, and
4. **you** pay any additional premium that's required.

What you'll get

See 'What you get if we accept your claim' on page 8 for details on what **we'll** pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Road clearing costs **FC** **TPFT** **TPO**

You're covered for costs incurred for removing debris from any road or parking area following a **loss** covered by the 'Accidental loss' benefit of this policy.

What you'll get

We'll pay for reasonable costs incurred.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Temporary repairs **FC**

You're covered for the cost of temporary repairs to the **motorcycle** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer, following a **loss** covered by the 'Accidental loss' benefit of this policy.

What you'll get

We'll pay reasonable costs incurred up to \$500 per **event**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Transport & rescue costs **FC** **TPFT** **FTS**

You're covered for:

1. transport and rescue costs to remove the **motorcycle** to the nearest repairer or place of security, and
2. transport costs for **you**, and any other passengers on the **motorcycle**, from the place where the **loss** occurred to **your** home or to **your** nearest immediate destination, and
3. transport costs for returning the **motorcycle** to **your** home or to another place **you** and **we** agree after the **motorcycle** has been repaired,

if the **motorcycle** can no longer be ridden following a **loss** covered by the 'Accidental loss' benefit of this policy.

If the **motorcycle** is recovered following theft or conversion, **you're** covered for costs to return the **motorcycle** to the place from where it was stolen or to another place that **you** and **we** agree (such as **your** home).

What you'll get

We'll pay for reasonable costs incurred.

The most **we'll** pay under item 3 is \$500 per **event**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Additional Cover If You're A H.O.G.[®] Member

The following benefits only apply if **you** have 'Full Cover' and **you're** a H.O.G.[®] (Harley Owner's Group) member and this is shown in the **schedule**.

Please read this section carefully – and if **you** have any questions, call **us** on **0800 48 48 48**.

Accommodation cost **FC**

You're covered for accommodation costs for **you** and any passengers on the **motorcycle**, if the **motorcycle** can't be ridden following a **loss** covered by the 'Accidental loss' benefit of this policy.

What you'll get

You're covered for reasonable costs. The most **we'll** pay is \$500 for any **event**.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Club event

FC

You're covered when **you** are riding the **motorcycle** in any H.O.G.® Chapter or national event or ride including any event licensed by Motorcycle New Zealand Inc where such event is not part of a series of races sanctioned by Motorcycle New Zealand Inc.

What you'll get

See 'What you get if we accept your claim' on page 8 for details on what **we'll** pay.

What isn't covered?

You're not covered where the event is part of a series of races sanctioned by Motorcycle New Zealand Inc.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Fatal injury

FC

We'll pay \$5,000 to **your** or **your** pillion passenger's legal representative if **you** or **your** pillion passenger die as the result of an **injury** sustained during the **period of cover**, and

1. **you** or **your** pillion passenger were **injured** because of a **loss** covered by the 'Accidental loss' benefit of this policy, and
2. the **injury** happened while **you** were riding the **motorcycle**, and
3. death occurs within 90 days of the date of the **injury**.

The 'Other insurance' policy condition on page 25 doesn't apply to this 'Fatal injury' cover.

The **excess** won't apply to this 'Fatal injury' cover.

What you'll get

The most **we'll** pay is \$5,000 for any fatal injury **event**. This will be additional to any maximum payments stated in this policy. If more than one person is entitled to payment, **we'll** pay proportionately to the number of persons entitled.

What isn't covered?

We will not pay for death resulting from suicide, or any self-inflicted injury.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Keys and locks

FC

You're covered if any of the keys to the **motorcycle** are lost, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**.

What you'll get

We'll pay the reasonable cost of replacing keys, locks, barrels, coded keypads or coded alarms, up to a maximum of \$1,000, during the **period of cover**.

A \$100 **excess** applies to this 'Keys and locks' cover.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Medical expenses FC

You're covered for costs incurred because of an **injury** that **you** and any passengers on the **motorcycle**, suffered during a **loss** covered by the 'Accidental loss' benefit of this policy.

What you'll get

We'll pay reasonable costs incurred by **you**, and any passengers of the **motorcycle** for medical, surgical, therapeutic, dental and nursing treatment (including x-rays).

The most **we'll** pay during the **period of cover** is \$500 for any **event** – and **you** won't have to pay an **excess**.

What isn't covered?

We won't pay for any expense that can be claimed from any other source or that results from self-inflicted **injury**.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Riding apparel FC

You're covered for sudden and **accidental loss** to **your** and **your** pillion passenger's **riding apparel** that occurs as a result of **loss** covered by the 'Accidental loss' benefit of this policy.

What you'll get

Riding apparel is covered for its **present value**.

We can choose either:

1. to pay the cost of repairing the **riding apparel** as close as possible to its condition immediately before the **loss** happened, or

2. to pay **you** its **present value**.

The most **we'll** pay for any **event** is:

- (a) \$5,000 in total for **your riding apparel**, and
- (b) \$5,000 in total for **your** pillion passenger's **riding apparel**.

We'll pay this in addition to what **we** pay for the **motorcycle**.

You won't have to pay an **excess** for this 'Riding apparel' cover.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Windshield and glass cover FC

If a claim is only for sudden and **accidental loss** to the headlight and/or windshield of the **motorcycle**, **you** won't have to pay an **excess** for the first claim **you** make during the **period of cover**.

What you'll get

See 'What you get if we accept your claim' on page 8 for details on what **we'll** pay.

What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

Exclusions That Apply To The Whole Policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections.

Please read it carefully – and if **you** have any questions, call **us** on **0800 48 48 48**.

Alcohol, drugs and other intoxicating substances

There's no cover under this policy if the person **using** the **vehicle**:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an **accident**, when they must legally do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent that they are incapable of having proper control of the **vehicle**.

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

Confiscation

You're not covered for **loss** connected in any way with the confiscation, nationalisation, requisition, acquisition or destruction of, or damage to property by order of government, public or local authority.

Excess

For each **event**, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your** claim – unless specifically stated otherwise under another part of this policy.

If **you** have multiple **motorcycles** insured under this policy, the **excess** applies individually to each **motorcycle**.

Loss of electronic data – computer virus

You're not covered for loss of **electronic data** and any liability arising from it, directly or indirectly caused by or in connection with a **computer virus**. This includes loss of use, reduced functionality or any other associated loss or expense in connection with the **electronic data**.

Mechanical or electrical breakdown

You're not covered for mechanical **loss**, electrical **loss**, or electronic **loss**.

However, this exclusion does not apply:

1. where that **loss** results:
 - (a) in or from a fire, or
 - (b) from a collision, overturning, immersion in water, a flood, intentional damage, theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami.

Modified vehicle

There's no cover under this policy if the **motorcycle** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

Nuclear and war risks

You're not covered for **loss** or liability and any defence costs connected in any way with:

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
 - (a) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
 - (b) the use, handling or transportation of radioactive material, or
 - (c) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

Terrorism

You're not covered for any **loss**, damage, death, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage, injury, illness, liability, cost or expense, or

2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

Tyre damage

You're not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to **your** tyres.

However, this doesn't apply to punctures, cuts or bursts to **your** tyres that result from:

- (a) fire, or
- (b) collision or overturning, or
- (c) immersion in water, or
- (d) flood, or
- (e) intentional damage, or
- (f) theft or illegal conversion, or
- (g) earthquake, volcanic eruption, hydrothermal activity or tsunami.

Unlicensed drivers

There's no cover under this policy if the driver of any **vehicle**:

1. does not comply with all the conditions of his or her driver licence, or
2. is not legally allowed to drive in New Zealand.

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

Unsafe or unroadworthy

You're not covered if the **vehicle** is being **used** in an unsafe or unroadworthy condition, and:

1. the condition of the **vehicle** contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in damage to the **vehicle**.

Wear, tear, depreciation and loss of use

You're not covered for:

1. depreciation, or
2. wear and tear or rust, or
3. loss of use.

Policy Conditions

Your policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you** have any questions phone **us** on **0800 48 48 48**.

If you don't comply with the policy...

You and anyone else covered under this policy, must comply with this policy. If any of the terms of this policy are breached, **we** have the sole discretion to decline any claim **you** make – either the whole claim or part of it.

Your obligations

True statements and answers

The **application** is the basis of this policy. All statements and answers that **you** give, or any other person gives on **your** behalf, must be honest and accurate when **you**:

1. apply for this insurance, and/or
 2. let **us** know about any change in **your** circumstances, and/or
 3. make a claim under this policy,
- otherwise **we** can:
- (a) decline any claim **you** make under this policy – either the whole claim or part of it, and/or
 - (b) declare that this policy or all the policies **you** have with **us** are unenforceable, from the date of the dishonest or fraudulent act.

Changes in circumstances

You must let **us** know straight away if, after the start of this policy, there are any **modifications** to the **motorcycle**, or any material increase or change in the risk **we** cover.

At any time, **we** may change the terms of this policy in response to what **you** tell **us**.

Information is ‘material’ where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your motorcycle – as soon as you know that the change will happen.

If you’re not sure if information is ‘material’, tell us anyway.

The ‘risk we cover’ refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).

Reasonable care

You must always take reasonable care to avoid circumstances that could result in a claim. **You** won’t be covered if **you** are reckless or grossly irresponsible.

We can take action in your name

We can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered by this policy, and
2. to make a recovery from anyone else for anything covered by this policy, and **you** must cooperate with **us**.

We’ll pay any costs associated with these actions.

Administering this policy

Cancellation

By you...

You can cancel this policy at any time. If **you** do, **we’ll** refund any premium due to **you** based on the **period of cover you** haven’t used less any administration costs.

You must pay **us** any outstanding payments due to **us**.

By us...

We can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We’ll** refund any premium due to **you** based on the **period of cover you** haven’t used.

Changing the terms

We can change this policy’s terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. The change will take effect from 4pm on the 14th day after the date of the notice.

If the motorcycle is uneconomic to repair

If the **motorcycle** is **uneconomic to repair** and **we’ve** paid **your** claim:

1. this policy is automatically cancelled, and
2. **we** won’t give any refund of premium, and
3. the **motorcycle** will become **our** property (unless **you** have chosen to retain the wreck under the ‘Option to retain wreck’ benefit on page 14).

This means that you will need to make new insurance arrangements on any replacement motorcycle.

Disputes about this policy

The law of New Zealand applies to this policy, and only the New Zealand courts may determine any dispute about it.

Currency

Any amounts shown in this policy and in the **schedule** are in New Zealand Dollars.

Joint insurance

If this policy covers more than one person, all persons are jointly covered.

This means that if one person breaches the policy it affects everyone's ability to claim.

Other insurance

You must tell **us** if the **motorcycle** is or becomes covered by another insurance policy. If **you** can claim under that insurance, **we'll** only pay the amount of any **loss** that's above the limit payable by the other insurance. This does not apply to the 'Fatal injury' cover on page 19.

Other parties with a financial interest

If **we** know of anyone who has a financial interest in the **motorcycle**, **we** can pay them part or all of any claim proceeds. This payment goes towards meeting **our** obligations under the

policy. However, anyone recorded as having a financial interest under this policy isn't covered by it and has no right to make a claim.

We're also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **motorcycle**.

For example, if you borrowed money from the bank or finance company to buy the motorcycle, then the bank or finance company has a financial interest in the motorcycle until you have repaid the full loan amount.

Definitions

Here are the special meanings of the words shown in bold in this policy. The definitions apply to the plural and any other versions of the words.

For example, the definition of 'accident' also applies to 'accidental', 'accidentally' and 'accidents'.

accessory

a part of the **motorcycle** not directly related to its function as a vehicle, including any:

- accessories that were sold as part of the **motorcycle** when new, and
- other accessories that **we** have agreed in writing to cover.

accident

unexpected and unintended by **you** and anyone **using** the **vehicle**.

act of terrorism

an act by any person or group(s) that includes (but isn't limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act 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 make the public, or any section of the public, afraid.

agreed value

the value of **your motorcycle** shown in the **schedule**.

application

the information **you** provided to **us** when **you** applied for and bought this insurance.

bodily injury

the **accidental** death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish and mental injury.

computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or codes, whether programmatic or not, that propagate themselves through a computer system or network. This includes (but isn't limited to) Trojan horses, worms and time or logic bombs.

electronic data

facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

event

any one event or series of events arising from one source or original cause.

excess

this is the amount of the claim that **you** must pay. The amount of the excess is shown in either the **schedule** or this policy wording.

injury

a bodily injury caused solely and directly by violent, accidental, external and visible means.

loss

physical loss or physical damage.

market value

the reasonable cost to buy, immediately before the **loss** and on the retail market, a motorcycle of comparable:

- year,
- make, model and specification (including fitted equipment covered by this policy),
- mileage,
- general condition,

as the **motorcycle** that was damaged, including the value of any fitted equipment under this policy.

modification

any change to the **motorcycle** that is different to the manufacturer's original specification or recommendations.

However this doesn't apply to any dealer supplied and fitted Harley-Davidson® Genuine Motor Parts, Harley-Davidson® Genuine Motor Accessories or Screamin' Eagle® Performance Parts, as long as there has been no modification to the engine (except for mufflers) and/or alteration to the original frame.

Examples of modifications include:

- *changes to the engine, steering, performance, suspension, chassis, or*
- *body kits, paintwork, interior modifications, or*
- *tyres or wheels of the motorcycle.*

motorcycle

the **vehicle** described in the **schedule**, including any:

- standard tool supplied by the **vehicle's** manufacturer or a similar substitute tool, and
- **accessory** or spare part while it is in or on the **vehicle**, and
- **accessory** that has been temporarily removed from the **vehicle** for security purposes, or cleaning or servicing.

period of cover

the 'Period of cover' shown in the **schedule**.

present value

the reasonable cost to repair or replace an item in New Zealand that is of comparable age, quality and capability, and is in the same general condition.

riding apparel

helmets, gloves, boots and clothing or protective gear worn specifically for riding **your motorcycle**.

schedule

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

uneconomic to repair

a total **loss** because the **motorcycle** is:

- uneconomic or unsafe to repair in **our** opinion, or
- stolen and not recovered.

use

includes riding, parking, garaging or storing of the **motorcycle**.

vehicle

- the **motorcycle** when it is **used** by **you** or anyone else with **your** permission, and
- any other motorcycle that **you** don't own, that is **used** by **you**, as long as **you** have the owner's permission to **use** it and **your** liability is not covered by any other insurance.

we

Swann Insurance, a business division of IAG New Zealand Limited.

you

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

Frequently Asked Questions

You'll probably have a few questions to ask us once you have read your policy. We've added a few frequently asked questions that may help you.

Note this section is designed to assist you with possible questions and does not form part of the policy document.

If you can't find your question here, or you want more information, just ring us on **0800 48 48 48**, we'll be happy to help.

What are assessors, and what do they do?

They help us get the information we need about your claim.

For example:

We may ask an assessor to view the damage to your motorcycle. The assessor will provide us with a report on the extent of the damage, if repairs are possible and estimate the overall cost of the claim.

Why do you want to know things that I think are private?

We need certain information to decide whether we'll accept your application for insurance. We also use the information to set your premium and excess.

We treat all the information you give us in accordance with the Privacy Act 1993. You can read more about this in 'Keeping us informed' on page 3.

What happens if I don't give you all the information you ask for?

If we accept your application and the information you've given us is inaccurate or incomplete, your policy may not be valid. You can read more about this in 'Keeping us informed' on page 3.

Will my premium increase if I make a claim?

Your premium won't always increase when you make a claim. However, every claim is different, so we will give you more information on this when you ring us.

Now I have insurance, I'm covered for every event - right?

While you're covered for many of life's unexpected events, we don't cover everything. You can find out what your policy doesn't cover in 'Exclusions that apply to the whole policy' on page 21 and 'What your policy covers' on page 11. You must also comply with the 'Policy conditions' on page 23.

I have friends visiting me for a few weeks. Will they be covered if they ride my motorcycle?

Please ring us first to make sure that your friends will be covered. We must be given the opportunity to ask certain questions. This will help us decide if we are prepared to cover the motorcycle while they are riding it.

Do I have to pay an excess for every claim?

You'll pay an excess for most claims.

We'll do our best to recover your excess from any other person responsible for your loss, but sometimes we are unsuccessful, or the circumstances don't allow us to recover any money.

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