

MaxiRider



Motorcycle Insurance Policy Wording

Welcome to Swann Insurance
Thank you for selecting us as your insurer



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Introduction

About this policy

Your policy consists of:

1. this policy wording, and
2. the **schedule**, and
3. the information **you** have provided in the **application** and any subsequent information **you** provide.

It is **your** responsibility to make sure that all details **you** have provided in the **application** and that appears on the **schedule** are correct.

Your duty of disclosure

When **you** apply for insurance, **you** have a duty of disclosure. This means **you** must tell **us** everything **you** know (or could reasonably be expected to know) that a prudent insurer would want to take into account in deciding:

- whether to accept or decline **your** insurance, or
- the cost and terms of **your** insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it.

If **you** breach this duty, **we** may treat **your** policy as being of no effect and to have never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

Some examples of what you must tell us:

- if the vehicle has been modified in any way;
- if you, or anyone who may drive the vehicle, have had their drivers licence suspended or cancelled in the last 5 years;
- if you, or anyone who may drive the vehicle, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5 years;
- if you have been convicted of a criminal offence in the last 7 years;
- if the vehicle will be used for business purposes;
- if you move to a different address;
- if you have been declined or refused insurance in the last 5 years;
- if you insure the vehicle with anyone else.

Changing your mind

If **you** are not happy with this policy, **you** are welcome to change **your** mind, provided **you** tell **us** within 14 days of the date this policy started. **We** will treat **your** policy as being of no effect and to have never existed and refund in full any premium **you** have paid. This does not apply if **you** have made a claim on **your** policy.

Reading this policy

Some of the words in this policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

To make it easy for **you** to understand this policy, **we** have included some examples or comments in *italics*. The words in *italics* do not affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy are designed to help **you** find **your** way around. They should not be used when interpreting this policy wording.

Our agreement

We have an agreement with **you**. **You** agree to pay **us** the premium. In exchange, **we** promise to cover **you** as set out in this policy wording.

Use of the vehicle

This policy only applies when any **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, including as a courier, as long as **you** told **us** in **your application** and we have agreed in writing, or

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

3. to practice for, or take part in, any:
 - (a) race (whether organised or not), or
 - (b) rally, or
 - (c) pace-making, reliability trial or speed test, or
4. on any racetrack.

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.

Type of cover

Cover options

There are four cover options:

- FC** 1. Full cover
- TPFT** 2. Third Party, Fire and Theft
- FTT** 3. Fire, Theft and Transit
- TPO** 4. Third Party Only

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.

FC Full cover

If **your schedule** shows 'Type of cover: Full cover', then **you** are fully covered under all benefits under 'What your policy covers'.

TPFT Third party, fire and theft

If **your schedule** shows 'Type of cover: Third Party, Fire and Theft' then in relation to the benefits under 'What your policy covers' **you**:

1. have limited cover under 'Accidental loss', and
2. are fully covered under:
 - (a) 'Legal liability', and
 - (b) 'Protection against uninsured drivers', and
 - (c) 'Road clearing costs', and
 - (d) 'Transport and rescue costs'.

FTT Fire, theft and transit

If **your schedule** shows 'Type of cover: Fire, Theft and Transit' then in relation to the benefits under 'What your policy covers' **you**:

1. have limited cover under 'Accidental loss', and
2. are fully covered under 'Transport and rescue costs'.

TPO Third party only

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) 'Legal liability', and
 - (b) 'Protection against uninsured drivers', and
 - (c) 'Road clearing costs'.

What you get if we accept your claim

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 immediately before the **loss** occurred, using parts 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 lesser of the **market value** of the **motorcycle** or the **sum insured**, or
2. pay the reasonable cost up to the **sum insured** 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** occurred within 12-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.

Unavailable parts

If any part needed to repair **your motorcycle** is not available in New Zealand, then at **our** option the most **we** will pay is:

1. up to the last known selling or list price in New Zealand, and
2. the reasonable cost of having the part fitted.

Guarantee on repairs

We will guarantee the materials and workmanship of any repairs completed by **our** approved repairer network. This guarantee will continue for as long as **you** own the **motorcycle** and it remains insured with **us**.

What your policy covers

Accidental loss

FC

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

TPFT

You're covered for sudden and **accidental loss** to the **motorcycle** that occurs 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. **natural disaster**.

FTT

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

1. fire, or
2. theft or attempted theft, conversion or attempted conversion, or
3. **natural disaster**, or
4. malicious damage,

that occurs whilst the **motorcycle** is being towed, transported or stored (but not ridden) within New Zealand.

TPO

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

FC

Accommodation costs

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.

You're covered for reasonable costs. The most **we'll** pay is \$350 for any **event**.

FC

Club event

Where **we** agree, **you're** covered when **you** are riding the **motorcycle** in a club event licensed by Motorcycle New Zealand Inc.

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

A \$750 **excess** applies to claims under this benefit.

'Use of the vehicle – 3. and 4.' does not apply to this benefit.

FC

Excess protection

1. **You** won't pay an **excess** if the driver of another vehicle causes **loss** that is covered by this policy, as long as **you** give **us**:
 - (a) enough information to establish that the driver of the other vehicle was completely at fault, and
 - (b) the correct registration number of the other vehicle and information **we** need to positively identify the driver (including name and address), and
 - (c) 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**.

FC Fatal injury

We'll pay \$5,000 to **you** 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** occurred while **you** were riding the **motorcycle**, and
3. **your** death occurs within 90 days of the date of the **injury**.

The 'Other insurance' policy condition 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**.

FC Keys and locks

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**.

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.

FC Medical expenses

You're covered for costs incurred because of an **injury** that **you** and/or 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**.

FC Option to retain wreck

If the **motorcycle** is **uneconomic** to **repair** and **we** have accepted **your** claim, **you** have the option to retain the **motorcycle**. If **you** wish to, **we** will agree the value of the wreck with **you** and deduct this amount in the settlement of **your** claim.

FC Replacement motorcycle

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 \$50,000, and
3. the replacement motorcycle's purchase price will be the **sum insured**, and
4. **you** pay any additional premium that **we** require.

TPFT FC Restricted and excluded drivers

If **your schedule** shows that:

1. only rider(s) named in the **schedule** are covered under this policy, and/or
2. under 25 year old drivers are excluded under this policy, **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.

FC Riding apparel

You're covered for sudden and **accidental loss** to **you** and **your** pillion passenger's **riding apparel** that occurs as a result of **loss** covered by the 'Accidental loss' benefit on page 2 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** occurred, or
2. to pay **you** its **present value**.

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

- (a) \$3,500 in total for **your riding apparel**, and
- (b) \$1,500 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.

TPFT TPO FC Road clearing costs

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

FC Temporary repairs

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.

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

FTT FC Transporting vehicle cover

You're covered for sudden and **accidental loss** to **your** motor vehicle and/or **your** trailer during the **period of cover** as long as:

1. **your** motor vehicle and/or **your** trailer were being used to convey the **motorcycle** at the time of that **loss**, and
2. the **loss** to **your** motor vehicle and/or **your** trailer directly resulted from sudden and **accidental loss** to **your motorcycle** at the same time, and for which a claim is payable under this policy.

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

TPFT

TPO

FC

Transport and rescue costs

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**.

FC

Windshield and glass cover

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**.

FC

Emergency Roadside Assistance

24 hours a day, 365 days a year. Phone **0800 807 926**.

By purchasing the MaxiRider motorcycle policy (Full cover), **your motorcycle** is eligible for Roadside Assistance. The Roadside Assistance benefit provides **you** with a maximum of three call outs per year to a maximum value of \$100 (plus GST) per **event**. **You** and any person named on the policy or **schedule** can receive assistance in any of the following situations:

What you'll get

Accident, theft, vandalism

If the owner's **motorcycle** has been immobilised due to an accident, theft or vandalism, Roadside Assistance will provide advice to the owner. Roadside Assistance can arrange accommodation, taxi, rentals etc at the owner's expense.

Flat battery/jump start

If a battery replacement is required, this can be done in conjunction with the Swann Insurance Authorised Repairer network.

Flat tyre

Assistance with changing a spare tyre, inflation and/or transportation of the **motorcycle** to the nearest repairer.

Lost/locked keys

Unlock the **motorcycle** or if appropriate transport the **motorcycle** to the nearest place of repair.

Operator assistance

In the event of a breakdown, accident or medical emergency the operator can relay urgent messages to family, friends or business associates.

Out of fuel

Delivery of 5 litres of petrol free of charge.

Towing (excluding accident)

If the **motorcycle** cannot be mobilised or accessed at the roadside (public roads only) Roadside Assistance will arrange for the **motorcycle** to be transported to the nearest repairer or place of secure storage. Storage costs will be the responsibility of the caller.

If at the time of the breakdown the **motorcycle** was towing a trailer or sidecar, this will be transported to the nearest place of safety.

Travel direction

Should **you** become lost or require travel directions the operator can provide help and assistance on how to reach **your** planned destination.

What isn't covered?

The following exclusions apply to the Roadside Assistance benefit:

- Customers who do not hold a MaxiRider Full Cover policy.
- Any costs incurred over the maximum call out cover of \$100 plus GST.
- Any call outs over the three call out limit, during the insurance year.
- Costs relating to parts, labour and any associated costs from the repair of the insured **motorcycle** under the assistance programme, including but not limited to replacement batteries and tyres etc shall be at the owner's/rider's expense.
- **Motorcycles** used in motorcycle racing, rallies, speed or duration testing or any practice thereof.
- Rental motorcycles, Couriers and Taxis do not qualify for the Roadside Assistance benefit.
- Claims arising from the loss or damage to the contents of the **motorcycle**.
- Claims arising from a recurring electrical or mechanical limit resulting from improper maintenance or servicing where a known fault and repair has been neglected.
- Situations where the **motorcycle** is disabled by floods, snow affected roads, or is not accessible due to adverse conditions.
- **Motorcycles** being bogged in off road conditions and not accessible by normal two or four wheel drive recovery vehicles.
- **Motorcycles** located off public roads (other than private residence), not accessible by normal two or four wheel drive recovery vehicles.
- Any situation where **you** are not going to be with **your motorcycle** when Roadside Assistance attends **your** callout.
- **Motorcycles** that have been modified from the standard manufacturer's specifications.
- **Motorcycles** other than those confirmed as covered by the Roadside Assistance programme.
- **Motorcycles** not displaying a current motorcycle registration certificate and warrant of fitness.

Legal liability

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

1. **accidental loss** to anyone else's property (including loss of use), or
2. **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.

Reparation

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 **you** committing an offence during the **period of cover** in connection with **your use** of a **vehicle**, in New Zealand (including transit between places in New Zealand).

Provided that:

1. **you** or any other person entitled to cover under this benefit must tell **us** immediately if **you** or they are 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.

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:

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.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

Other people's liability

We'll cover the legal liability, including liability to pay **reparation**, of any other person caused by or through or in connection with their **use** of the **motorcycle** occurring during the **period of cover**, in the same manner as **we** cover **you**, provided:

1. such **use** had **your** permission, and
2. their liability is not covered by any other insurance, and
3. they meet the terms of this policy.

Vicarious liability

We'll cover **your** employer's vicarious liability while **you**, or any other employee who has **your** permission, is **using** the **motorcycle** for **your** employer's business purposes, provided:

1. the liability is not covered by any other insurance, and
2. they meet the terms of this policy, and
3. the **use** of 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

Amount payable for property damage

We'll pay for:

1. liability, including liability for **reparation**, for **loss** to property, and
2. reasonable defence costs 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 for any **event** is \$20,000,000 and **you** won't have to pay an **excess**.

This is in addition to any other payment under this policy.

Amount payable for bodily injury

We'll pay for:

1. liability, including liability for **reparation**, arising from **bodily injury**, and
2. reasonable defence costs 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 for any **event** is \$1,000,000 and **you** won't have to pay an **excess**.

This is in addition to any other payment under this policy.

Amount payable for a claim for bodily injury and property damage

The most **we'll** pay for property damage and **bodily injury** resulting from one **event** is \$20,000,000.

This is in addition to any other payment under this policy.

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?

You're not covered for:

1. liability, including liability for **reparation**, 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 in any **vehicle**, or
 - (c) being carried by, loaded into, or unloaded from any **vehicle** attached to any **vehicle** other than specified under (b) above.

- liability created by a contract or agreement unless **you** would have been liable even without such contract or agreement.
- any fine, penalty, or punitive or exemplary damages, fines or penalties.
'Exemplary damages' is money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.
- 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.
- 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 occurs during the **period of cover** and is caused by a sudden and **accidental event** that also occurs during the **period of cover**.

TPFT

TPO

Protection against uninsured drivers

If **your schedule** shows that **you** have 'Type of cover: Third Party, Fire and Theft' or '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** give **us**:

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

What you'll get

Repairable

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

- arrange for the **motorcycle** to be repaired as near as possible to the condition it was in immediately before the **loss** occurred, using parts and practices appropriate in the New Zealand repair industry, or
- 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 lesser of the **market value** of the **motorcycle** and the **sum insured** shown in the **schedule**.

Maximum payment

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

General exclusions

Alcohol, drugs and other intoxicating substances

You are not covered under this policy if the person **using** the vehicle:

- has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
- refuses to undergo a breath or blood test after an accident, when they must legally do so, or
- 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, or
- fails or refuses to stop, or remain at the scene, following an accident (as required by law).

This exclusion does not apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

Confiscation

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation, unless such order is required to prevent or control loss that would otherwise have been covered by this policy.

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

Intentional or reckless acts

You are not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by **you** or anyone else covered by this policy.

Electronic data and programs

You are not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising from any cause whatsoever including, but not limited to, a **computer virus**. This includes loss of use, reduction in functionality or any other associated loss or expense in connection with **electronic data**.

Mechanical or electrical breakdown

You are not covered for damage or failure that is mechanical, electrical, or electronic. However, this exclusion does not apply where **loss** results:

- in or from a fire, or
- from a collision, overturning, immersion in water, a flood, malicious damage, theft or illegal conversion, or **natural disaster**,
- to the extent that cover is provided under 'Emergency Roadside Assistance'.

Modified vehicle

You are not covered under this policy if the **motorcycle** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed to those modifications in writing.

Nuclear

You are not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection with:

1. ionising radiation or contamination by radioactivity from:
 - (a) any nuclear fuel, or
 - (b) any nuclear waste from the combustion or fission of nuclear fuel.
2. nuclear weapons material.

Other use of your vehicle

You are not covered for any loss, damage, cost, expense, prosecution or liability where the vehicle or anything attached to the vehicle is not being **used** in accordance with the description in 'The use of the vehicle'.

Terrorism

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

Types of loss not covered

You are not covered for:

1. depreciation, or
2. wear and tear, rust or corrosion, or
3. loss of use, or
4. rot, mildew or gradual deterioration, or
5. consequential loss, unless stated otherwise.

Important: Please also read 'General exclusions'.

Tyre damage

You are 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) malicious damage, or
- (f) theft or illegal conversion, or
- (g) **natural disaster**.

Unlicensed drivers

You are not covered 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 are 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**.

War

You are not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or war like operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

Making a claim

What you must do

If anything occurs that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **motorcycle** and to prevent any further loss, damage, cost, expense, prosecution or liability, and
2. tell **us** as soon as possible, and
3. notify the police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **motorcycle** before any repairs are started, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information, in connection with the claim, being:
 - (a) disclosed to **us**, and
 - (b) transferred to the Insurance Claims Register Limited, and
8. not destroy or dispose of anything that is or could be part of a claim, and
9. tell **us** immediately if **you** are charged with any offence which resulted in **loss** of property or **bodily injury** to another person.

What you must obtain our agreement to do

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. do anything that may prejudice **our** rights of recovery, or
4. 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.

Actions we may take

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

1. negotiate, defend or settle any claim against **you** that is covered by this policy, and
2. recover from any other person anything covered by this policy.

You must assist **us** with these actions. **We** will be responsible for the reasonable legal costs of these actions.

Don't forget about your excess

When **you** make a claim, **we** will 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.

Policy conditions that apply to all parts of this policy

Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under any section of this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- (a) decline **your** claim, either in whole or in part,
- (b) decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- (c) declare either the insurance **you** have with **us** under this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

Cancellation

By you

You may cancel this policy at any time by notifying **us**. If **you** do, **we** will refund any premium that is due to **you** based on the unused portion of the **period of cover**.

By us

We may cancel this policy by giving **you** notice in writing or by electronic means at **your** last known address. Unless otherwise specified in this policy, cancellation will take effect from the 14th day after the date of the notice. **We** will refund **you** any premium that is due to **you** based on the unused portion of the **period of cover**.

Changes In Circumstances

You must tell **us** immediately if there are any:

1. **modifications** to the **motorcycle**, or
2. material changes that might alter the nature of the risk insured or increase the chance of a claim under this policy.

We may change the terms of this policy in response to any material change in circumstances you or anyone else advises **us** of. The change in terms will be effective from the date of the change in circumstances.

Information is 'material' where we would have made different decisions about either:

- (a) *accepting your insurance, or*
- (b) *setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.*

The 'risk insured' refers to both:

- (a) *the actual property or liabilities covered (known as physical hazard), and*
- (b) *you or other persons covered by this policy (known as moral hazard).*

Change of terms

We may change the terms of this policy (including the **excess**) by giving **you** notice in writing or by electronic means at the last known address **we** have for **you**. **Your** policy will be changed from 4pm on the 14th day after the date of the notice.

Currency

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

Governing law and jurisdiction

The law of New Zealand applies to this policy, and the New Zealand courts have exclusive jurisdiction.

If the motorcycle is uneconomic to repair

This policy condition applies to 'Full cover' policies only.

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 3).

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

Joint insurance

If this policy or any section of this policy covers more than one person, then all persons are jointly covered.

This means that a breach of this policy by any one person affects everyone's ability to claim under this policy.

Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Other insurance

You must tell **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy. This policy does not cover **your loss** or liability at all if it is insured to any extent under any other insurance policy. **We** will not contribute towards any claim under any other insurance policy.

This does not apply to the 'Fatal injury' cover on page 3.

Other parties with a financial interest

If **we** know of any financial interest over the **motorcycle**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest under this policy is not covered and does not have rights to claim under this policy.

Reasonable care

You must take reasonable care at all times to avoid circumstances that could result in a claim.

Your claim will not be covered if **you** are reckless or grossly irresponsible.

True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including, but not limited to when:

1. this insurance is applied for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

Definitions

The definitions apply to the plural and any other versions of the words.

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

accessory means the 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.

accidental means unexpected and unintended by **you** and anyone using the **motorcycle** or any **vehicle**.

act of terrorism means an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation 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) de jure or de facto, and that:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or disrupt an electronic system.

application means the information provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

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

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

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

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

loss means physical loss or physical damage.

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

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 means 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.

natural disaster means an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act 1993.

period of cover means the 'period of cover' shown in the **schedule**.

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

reparation means an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

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

sum insured means the sum insured shown in the **schedule**.

schedule means the latest version of the schedule **we** issued **you** for this policy.

uneconomic to repair means a total **loss** because the **motorcycle** is:

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

use means riding, parking, garaging or storing of the **motorcycle**.

vehicle means 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, us, our means Swann Insurance, a business division of IAG New Zealand Limited.

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

backed by 



Swann Insurance
A business division of IAG New Zealand Ltd.

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