

Motorcycle

Policy Wording

Preparation Date: 6th February 2018



The Youi New Zealand insurance portfolio was transferred by Youi NZ Pty Ltd to Tower Insurance Limited on 31 December 2019. Effective from 31 December 2019 policies are underwritten by Tower Insurance Limited, despite any other reference in this Policy Wording. All other terms in this Policy Wording continue to apply to existing Youi policies held at or before 31 December 2019 until those policies renew. If you have any enquiries or would like to know more, please contact Tower Insurance on 0800 009 684.

User guide

This Policy Wording has been designed so that you can easily navigate the document:

- **Tabs (far right)**
Click on each tab to take you specific sections of this Policy Wording.
- **Contents (opposite)**
Click on the sub-headings to go to a specific page.
- **Product guide (overleaf)**
Click on the sub-headings to go to a specific page.
- **Return to Contents (bottom)**
Click on 'click here to go to contents page' to return to the contents page.
- **Previous (bottom left) and next (bottom right)**
Click on either of these to move to the next page or to go back to the previous page.
- **Page thumbnails (top left)**
Click on the thumbnails icon. Next, scroll through the thumbnail images and click on the image to go to a specific page.

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Product guide

| | Comprehensive | Third Party, Fire and Theft | Third Party Property Only |
|--|---------------|-----------------------------|---------------------------|
| <ul style="list-style-type: none"> ● Covered ○ Optional cover ✘ Not covered | | | |
| Accidental Damage | ● | ✘ | ✘ |
| Intentional Damage | ● | ✘ | ✘ |
| Storm or Flood | ● | ✘ | ✘ |
| Fire | ● | ● | ✘ |
| Theft | ● | ● | ✘ |
| Earthquake | ● | ● | ✘ |
| Emergency Accommodation, Transport and Repairs | ● | ● | ✘ |
| Legal Liability and Reparation | ● | ● | ● |
| Towing Costs | ● | ● | ✘ |
| Locks and Keys | ● | ● | ✘ |
| Riding Gear | ● | ● | ✘ |
| Personalised Registration Plates | ● | ● | ✘ |
| Immediate Replacement Motorcycle | ● | ● | ● |
| Maritime Liability | ● | ● | ● |
| Youi Assist - Roadside | ● | ✘ | ✘ |

| | Comprehensive | Third Party, Fire and Theft | Third Party Property Only |
|--|---------------|-----------------------------|---------------------------|
| <ul style="list-style-type: none"> ● Covered ○ Optional cover ✘ Not covered | | | |
| Counselling Services | ● | ● | ● |
| Hire Car | ○ | ○ | ✘ |
| Motorcycle Trailer | ○ | ○ | ○ |
| Personal Items and Riding Gear Upgrade | ○ | ○ | ✘ |

This product guide does not replace or vary our Policy Wording. Please read the entire Policy Wording for details of features and benefits.

This product is issued by:

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Policy Wording

This Policy Wording has been designed to help you make an informed decision about our insurance product. It explains the product's features, benefits, conditions and exclusions, to help you to compare it to similar insurance products.

If you buy a policy from us, the cover you choose will be shown on your policy schedule.

Your contract with us is made up of the Policy Wording together with your most recent policy schedule and your application for insurance or renewal. However, some sections of this Policy Wording do not form part of your insurance contract. Where this is the case, it will be clearly indicated in the relevant section.

Please read all the information in this Policy Wording and your policy schedule carefully and contact us if you have any questions.

Updates to this Policy Wording

We may make changes to the Policy Wording during your contract period that will not negatively affect your cover without notifying you. The updated information will be available on our website at www.youi.co.nz.

Our promise of cover

If you pay your premium by the due date/s and fulfil the conditions of your contract, we will provide you with cover for the contract period as shown on your most recent policy schedule, in accordance with the terms and conditions of this Policy Wording.

Cooling off period

The cooling off period is the first 20 calendar days from:

- the policy start date (if you change the start date the cooling off period applies from the original start date); or
- the renewal date.

Cancelling your policy

You may cancel your policy at any time during the cooling off period and we will refund your payment in full and waive the cancellation fee. This does not apply if a claim has been made under your policy. You may cancel your policy at any time after the cooling off period and we will refund the unused pro-rata portion of your premium.

To cancel your policy please call us on **0800 00 YOUI (9684)**. If you send us a written request to cancel your policy we will call you to ensure your interests and privacy are protected and to verify your cancellation request.

We may cancel your policy by giving you three business days written notice if you do not meet your responsibilities or as permitted by law. If we cancel your policy we will refund to you the unused pro-rata portion of your premium.

We may charge a cancellation fee of \$33.00 inclusive of GST if you cancel your policy after the cooling off period but before the end of the policy period.

Premium

We decide how much premium to charge you based on commercial considerations and other reasons that we consider important, including but not limited to:

- the make, model and age of the motorcycle and what it is used for;
- the address and security of where you normally park the motorcycle;
- the age, driving and riding experience and claims history of any proposed rider;
- the value of any extra benefits included in your policy;
- your choice of payment method;
- your claims history;

- your previous insurance history; and
- administration costs, taxes and government charges.

Premium payment/s can be made by direct debit from your nominated bank account or credit card. We will debit the account on the date shown on the payment schedule on your Tax Invoice. If the payment date falls on a non-business day, we will debit your account on the next available business day.

If the premium is unpaid on the due date, we may resubmit the payment request within 14 calendar days. If any premium remains unpaid for a period of 14 calendar days or more, we may refuse to pay your claim and/or cancel your policy.

Youi's Premium Payment Guide contains important information about premium payment/s and is available at www.youi.co.nz.

Goods and services tax

All insured amounts shown in your policy are in New Zealand Dollars and include Goods and Services Tax (GST). When you claim under your policy with us, all amounts we pay will be inclusive of GST, up to the maximum claim amount shown in your policy.

Fees and government charges

In addition to the premium, there are compulsory government taxes and charges which apply to our insurance products, which include GST, EQC premium, and insurance (stamp) duty. In some cases, we may also charge an emergency services/fire services levy.

These charges, levies and any other fees will be included in your quotation and on your policy documents.

Your duty of disclosure

You have a duty of disclosure before you enter into the contract, during the contract period and on renewal of the contract.

Before you enter into or renew the contract, you must:

- answer any questions we ask you truthfully, accurately and completely;
- tell us any information that you know; and/or
- tell us any information that a reasonable person in your circumstances should know

that is relevant to our decision to insure you and on what terms, even if you think the information isn't important.

During the contract period, you must inform us of any changes to the information you provided previously or any change in the risk we covered. At any time, we may change the contract terms or cancel the contract in response to what you tell us.

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Authorised persons or agents

Any person or agent you authorise to act on your behalf in relation to your policy is bound by your duty of disclosure. When answering any of our questions, the authorised person or agent is deemed to have the appropriate authority and knowledge to do so.

Your responsibilities

Your responsibilities are important requirements that you must fulfil in order to be covered under your policy. If you do not fulfil any or all of your responsibilities, we may reduce or refuse your claim and/or cancel your policy as permitted by law.

You must:

- **Provide factually correct information about other people covered on your policy.**

Where you provide information about other people while getting a quote, buying or amending a policy, you must ensure that the information is factually correct.

- **Check your policy immediately.**

Read and check your policy schedule carefully. If any information is incorrect or incomplete, please make all necessary changes immediately by calling **0800 00 YOU! (9684)**.

- **Make your premium payment/s.**

You must ensure that your first and any subsequent instalment premium payments are made by the due dates in order to be covered. If any payment remains unpaid, we may refuse to pay your claim or cancel your policy.

- **Notify us of any changes to your payment method.**

You must notify us immediately of any changes to your nominated bank account or credit card and supply us with alternative account details prior to the date of your next payment.

- **Provide proof of ownership.**

In the event of a claim, you must provide adequate proof of value and ownership of any insured property for which you claim.

- **Maintain a valid email address and telephone number.**

You must provide us with a valid email address and telephone number that you have regular access to and notify us of any change to the email address or telephone number during the course of the policy period.

- **Maintain the motorcycle.**

Throughout the duration of your policy, you must maintain the registered motorcycle in a roadworthy condition and the unregistered motorcycle in a safe operating condition.

The motorcycle may no longer be roadworthy or in a safe operating condition immediately after an incident. It is important that you do not ride it after an incident if it is no longer roadworthy or safe to do so.

- **Check the following prior to giving any person permission to ride your registered motorcycle on a public road:**

- Is their driver's licence valid, suspended or cancelled?
- Are any special conditions, restrictions or terms applied to their driver's licence that may limit their ability to legally ride the motorcycle? Examples of these special conditions, restrictions or terms may include but are not limited to: learner's permit restrictions; certain hours of operation only e.g. daytime or night time; and certain motorcycles deemed high-powered (performance) vehicles by the relevant Government Department or Transport Authority.
- Does the rider meet the Special Conditions section noted on your policy schedule?

- **Notify us of all incidents within 30 calendar days.**

You must notify us of any incident involving the insured property within 30 calendar days of becoming aware of the incident. The details that must be provided to us include:

- the location, date and time of the incident;
- the particulars (name, address, phone number, registration number) of any third party that was involved in the incident; and
- a description of the circumstances surrounding the incident;

This requirement applies whether you intend to claim or not. Failure to do so may prejudice you in lodging a claim or may prejudice us in defending a claim against you from a third party.

Renewing your policy

Before your policy expires we will review your policy, payment/s and claim/s and will send you a renewal invitation or an expiry notice.

If you receive a renewal invitation from us you must check all the details recorded and tell us immediately about any changes to the information you have provided us when you took out your policy and any changes that have occurred during the term of your policy, including but not limited to changes to the insured property, the address where the insured property is kept, the people covered by your policy and anything else that may affect your policy or our decision to accept the risk.

If you have an agreed value policy, we will review your insured value as part of your renewal invitation.

Any changes to your information may cause us to change our decision to offer renewal of your policy, or the terms on which we offer such renewal. If you do not tell us, we may refuse or reduce your claim and/or cancel your policy as permitted by law.

To make changes to any of your details, please call us on **0800 00 YOU! (9684)** before the renewal date shown on your renewal invitation.

If we send you a renewal invitation, we will automatically renew your policy on the terms specified in that invitation and continue to debit the applicable premium from the payment account you gave us, unless you contact us and advise us not to renew your policy.

If you receive an expiry notice from us we will advise you of the time and day your cover will expire.

Fraudulent or dishonest claims

To keep our premiums competitive, we have a responsibility to all our customers to ensure that fraudulent or dishonest claims are not paid. We would never want to have to do this, however if you or any person acting on your behalf submits to us a claim or any information or documentation relating to a claim, which is in any way fraudulent or dishonest, we may refuse to pay the entire claim and cancel your policy as permitted by law.

If we refuse your claim for fraud or dishonesty, you agree to reimburse us for all costs we have incurred in connection with your claim, including investigatory and legal costs.

Fair insurance code

We subscribe to the principles of the Fair Insurance Code (“the Code”).

Should you require more information or a copy of the Code contact the Insurance Council of New Zealand on 04 472 5230, visit their website on www.icnz.org.nz or contact us.

As part of the Code and our commitment to you, if you are not completely happy with this product or our service please tell us about it. The Code does not form part of your contract of insurance.

What do these words mean?

Accessories means extra items added to the motorcycle before it was delivered new to its first owner, as well as items added to the motorcycle by anyone at any time after it was delivered new to its first owner.

Accident / accidental / accidentally means an unforeseen, unintended, and unexpected event, which occurs suddenly and at a specific place and time.

Agreed value means the amount shown on your policy schedule, which we agree to insure the motorcycle for at the time of loss. We may change this amount at each renewal date of your policy and will advise you of the new agreed value before we renew your policy.

The agreed value includes any after factory or non-standard accessories that may be fitted to the motorcycle.

Breakdown means a mechanical or electrical fault which has caused the vehicle to become immobilised and/or unsafe to drive. Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys that are lost or locked inside the vehicle.

Business use means a motorcycle that is used as an essential part of any work or business, or that is used to generate income or reward.

Call out means a claim where we dispatch any service provider/s to provide assistance at the breakdown location.

Comprehensive cover means the motorcycle on the policy schedule is covered for the events listed under Insured Events and, where relevant, also under Extra Cover. Events under Optional Cover are covered if you selected them and they are noted on your policy schedule.

Contract period means the period from the start or renewal date of your policy to its expiry date.

Earthquake means an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami.

Excess means the first amount you must pay in relation to each and every claim made under your policy.

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

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);

- (c) a creek (whether or not it has been altered or modified);
- (d) another watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

Household member means any person who lives at the overnight address where the motorcycle is kept and which is noted on your policy schedule.

Incident means an unforeseen, unintended, and/or unexpected event, which occurs suddenly and at a specific place and time.

Insured event means an event for which you can claim under your policy.

Insured value means either the market or agreed value as shown on your policy schedule.

Leaving the scene of an accident without lawful excuse means not remaining at an accident scene, where the law requires you to remain, until your duties at that location are complete or there is a valid reason for leaving.

These duties generally include but are not limited to the following:

- obtaining details of all parties involved;
- checking if any person is injured;
- checking if damage has occurred to private or public property; or
- contacting the police.

You should check the relevant requirements with the police.

Listed rider means any rider listed on your policy schedule and who is legally allowed to ride the motorcycle.

Market value means the reasonable and expected cost of replacing the motorcycle with a motorcycle of the same or a similar make, model, mileage and condition before an insured event for which you claim. Market value does not include any warranty costs, future stamp duty, transfer fees or allowance for dealer profit.

Market value includes an allowance for after factory or non-standard accessories up to the amount noted on your policy schedule for After Market Accessories.

Metropolitan means the cities of Auckland, Wellington, Christchurch, Hamilton and Dunedin.

Minor breakdown repairs mean minor repairs of an immobilised vehicle to facilitate the immediate mobilisation of the vehicle. It excludes servicing and workshop repairs which may require diagnostic equipment, parts or repairs.

Mobile or mobilised means moving or capable of moving using the motorcycle's own power.

Modifications mean all changes from the manufacturer's specifications, made to the motorcycle at any time after it left the factory where it was built.

Motorcycle means the motorised vehicle, including all fitted accessories and modifications, shown on your policy schedule.

Motorcycle trailer means the trailer which is towed by the motorcycle in accordance with Government or Transport Authority regulations.

Pillion means any passenger on the motorcycle or in the sidecar.

Personal items means any items normally worn or carried by you. This may include a mobile phone, portable computer, photographic, audio and video equipment, sunglasses and sports equipment. Personal items do not include jewellery, watches or cash.

Private use means the motorcycle is used for social, domestic and pleasure purposes and being ridden between your home and place of work or study.

Regional means all incidents occurring outside of those areas defined as metropolitan.

Registered means that the motorcycle is registered or licensed in New Zealand for use on a public road.

Regular rider means the person who rides the motorcycle most of the time, or more than anyone else.

Reparation means the penalty and sentence imposed by a court in accordance with the Sentencing Act 2002 (NZ).

Restricted access area means an area that is protected by security and/or systems designed to prevent access by unauthorised people, including but not limited to airports, security controlled zones and community events.

Ride / riding / ridden means the use or operation of the motorcycle, including the use or operation of any part of the motorcycle.

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

Riding gear means any riding apparel or protective clothing purposely made for motorcycle riding, including helmets, gloves, riding jackets, pants and boots, and any other motorcycle-specific gear, such as body armour and knee guards.

Roadworthy condition means that the motorcycle complies with the roadworthy requirements of New Zealand.

Service area means anywhere in mainland North and South Island, including Waiheke Island, that is accessible by a two wheel drive recovery vehicle.

Storm means a violent atmospheric event which includes a thunderstorm, cyclone, or strong wind with or without rain, hail or snow, but not rain showers alone.

Substitute motorcycle means a loan motorcycle of similar type and used for similar purposes that is provided free of charge by the service provider whilst the motorcycle is out of order due to it being serviced or repaired. A hired or rented motorcycle is not a substitute motorcycle.

Third party means any person involved in an accident with the motorcycle, excluding the rider or pillion of the motorcycle.

Third Party Property Only cover means the motorcycle on the policy schedule is covered for damage to other vehicles and property as defined under Extra Cover: Legal Liability.

This cover excludes damage caused to the motorcycle insured on this policy other than what is described under Extra Cover: Uninsured Third Party.

Third Party, Fire and Theft cover means cover for Third Party Property Only cover plus the Insured Events: Fire, Theft and Earthquake. It also includes Extra Cover for Towing Costs and Emergency Accommodation, Transport & Repairs.

Total loss means when your insured property is damaged to the extent that we decide it is not economical or safe to repair, or it is stolen and not recovered.

Unregistered means that the motorcycle is not registered nor licensed in New Zealand for use on a public road.

We / our / us means Youi NZ Pty Limited.

You / your / yours means the policyholder/s, rider, employee/s and household member/s or any person acting for the policyholder, business or for a household member.

Insured events

1. Accidental Damage

What is covered?

Under Comprehensive cover, accidental damage caused to the motorcycle.

What is not covered?

Third Party, Fire and Theft or Third Party Property Only cover.

2. Intentional Damage

What is covered?

Under Comprehensive cover, damage to the motorcycle caused intentionally.

What is not covered?

Intentional damage caused by any person:

- living at the address where the insured motorcycle is normally kept;
- who is a listed rider;
- who has been given permission by you to ride the motorcycle; or
- acting with your consent.

Third Party Fire and Theft or Third Party Property Only cover.

3. Storm or Flood

What is covered?

Under Comprehensive cover, damage caused by a storm or flood.

What is not covered?

Third Party, Fire and Theft or Third Party Property Only cover.

4. Fire

What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, damage to the motorcycle caused by fire.

What is not covered?

Third Party Property Only cover.

5. Theft

What is covered?

Under Comprehensive or Third Party Fire and Theft cover, theft or damage caused by attempted theft of the motorcycle.

What is not covered?

Theft or attempted theft if:

- the keys were left in the ignition of the motorcycle;
- the ignition keys were left near the motorcycle whilst unattended by you;
- you show or advertise the motorcycle for sale and do not take reasonable precautions to prevent its theft or damage; or
- you give the motorcycle to any person to sell for you or on your behalf.

Third Party Property Only cover.

6. Earthquake

What is covered?

Under Comprehensive or Third Party Fire and Theft cover, damage to the motorcycle caused by earthquake.

What is not covered?

Third Party Property Only cover.

Extra cover

The Extra Cover listed below is automatically included in your policy and, where applicable, the most we will pay for each claim is noted.

1. Emergency Accommodation, Transport and Repairs

What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, we pay for the reasonable cost of emergency accommodation or transport, or emergency repairs to your registered motorcycle, after an insured event which occurred more than 100 kilometres from your home, and where you could no longer safely ride your registered motorcycle. You should arrange the emergency accommodation, transport or repairs and if a claim is accepted under this section, we will reimburse you for reasonable costs incurred.

The most we will pay for each claim, before excess, is \$1,000.

What is not covered?

Third Party Property Only cover.

Unregistered motorcycles.

2. Legal Liability and Reparation

What is covered?

Up to \$20,000,000 for your legal liability to pay:

- civil compensation for damages arising from an accident involving the motorcycle, which occurs in New Zealand during the contract period that results in death or bodily injury of a third party, or in third party property damage. This includes your reasonable legal and defence costs; and/or
- reparation to a victim who has suffered accidental loss or damage of property, bodily injury, or death as a result of you committing an offence in New Zealand during the contract period, provided you tell us immediately if you were charged with an offence in connection with the use of the motorcycle and we approve any offer of reparation.

The legal liability may arise if the accident is caused while:

- the regular or any listed rider is riding:
 - the motorcycle or using it to tow a trailer; or
 - a substitute motorcycle; or
 - any uninsured motorcycle that is not owned, leased nor hired by that rider;
- an unlisted rider, who meets the conditions of your policy, is driving the motorcycle with your permission.

The most we will pay for your legal liability arising from accidental death or bodily injury of a third party is \$1,000,000. The most we will pay under this section for any one accident or series of accidents is \$20,000,000.

What is not covered?

Damage to the insured motorcycle or trailer causing third party property damage; or

Any claim for legal liability for loss or damage to the property that belongs to:

- you or is under your legal control;
- a household member; or
- any employees working for you or for a household member.

Any claim for legal liability:

- arising from any accident where the rider of the motorcycle is not a listed rider and did not have permission to ride;
- arising from any motorcycle that is being ridden which is not roadworthy;
- arising from any unregistered motorcycle that is being ridden which is not in a safe operating condition;
- arising from the death or bodily injury of you or to any household member; or
- which is covered by any other insurance policy.

Any amounts that are covered under the Accident Compensation Act 2001 (“the Act”), or would be covered but for:

- a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act; or
- the victim’s decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act; or
- 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.

Any legal defence costs, court costs, or levies arising from the prosecution of any offence and/or any order to pay reparation under any New Zealand laws, by-laws and regulations.

3. Towing Costs

What is covered?

Under Comprehensive or Third Party Fire and Theft cover, the reasonable cost of towing and storage of the motorcycle to a suitable place for safekeeping nearest to the incident location after an insured event.

What is not covered?

Third Party Property Only cover.

4. Uninsured Third Party

What is covered?

Under Third Party, Fire and Theft or Third Party Property Only cover, up to \$5,000 or the motorcycle’s market value, whichever is the lesser, for accidental damage to the motorcycle, if there was an uninsured third party motorised vehicle involved and if:

- the damage to the motorcycle is more than the total excess you have to pay;
- we agree that the third party was completely to blame for the accident;
- you provide us with the name, residential address, contact phone number and vehicle make and registration number of the other party; and

- you have reported the incident to the police and provide us with a police incident number.

What is not covered?

Comprehensive cover as this event is more specifically covered under Insured Events: Accidental Damage. Your motorcycle will be covered for the market or agreed value as shown on your policy schedule.

5. Locks and Keys

What is covered?

Under Comprehensive or Third Party Fire and Theft cover, if the motorcycle’s keys are stolen, we will cover the cost of replacing the keys and recoding the locks.

The most we will pay for each claim, before excess, is \$1,000.

What is not covered?

Theft of the keys by anyone:

- living at the address where the motorcycle is normally kept;
- who is a listed rider;
- who has been given permission by you to use the motorcycle; or
- acting with your consent.

Third Party Property Only cover.

6. Riding Gear

What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, we will pay for the helmets and riding gear which belong to the rider or pillion if they are:

- damaged as a result of an insured event (other than theft) which also causes damage to the motorcycle; or
- stolen while stored in a secured storage compartment on the motorcycle or trailer.

Any replacement riding gear will be of similar specification to the damaged item(s).

The most we will pay for each claim, after excess, is \$500.

What is not covered?

Third Party Property Only cover.

Damage to helmets and riding gear while the motorcycle is not in use at the time of the incident.

Theft of helmets and riding gear unless there are visible signs of forced entry to the compartment where they were stored.

7. Personalised Registration Plates**What is covered?**

Under Comprehensive or Third Party Fire and Theft cover, we will replace personalised registration plate(s) on the motorcycle where loss or damage to the plate(s) occurs as a result of an insured event.

What is not covered?

Third Party Property Only cover.

8. Immediate Replacement Motorcycle Cover**What is covered?**

If the motorcycle is traded in during the course of purchasing another one, the replacement motorcycle will be covered for up to 14 days after its purchase.

The replacement motorcycle will be covered for the same level of cover as the motorcycle that it replaced; for example, if you had Comprehensive cover on the motorcycle you traded in, then replacement motorcycle will also be covered for Comprehensive cover.

At the time you take possession of the replacement motorcycle, cover for the motorcycle that was traded in ceases immediately.

You must tell us about the replacement motorcycle within 14 days of purchase and your policy schedule must be updated with the details of the replacement motorcycle in order to continue cover.

An additional excess of \$1,000 will be payable should you make a claim during the 14 days after the purchase of the replacement motorcycle if you have not informed us of the replacement motorcycle. This excess will apply in addition to any other excesses that would normally apply to the claim.

When you inform us of the replacement motorcycle, our standard underwriting guidelines will apply and an additional premium may be payable. In a limited number of circumstances we may not be able to provide continued cover for the replacement motorcycle.

9. Maritime Liability**What is covered?**

Up to \$10,000 for your legal liability under Maritime Law while the motorcycle is being transported by sea between ports within New Zealand, where you incur costs to:

- recover the marooned or disabled ship; or
- to contribute to the costs incurred by other owners whose cargo was offloaded at sea in order to save the ship.

10. Youi Assist - Roadside

For emergency assistance call **0800 22 1117**.

Under Comprehensive cover, we provide emergency assistance if the motorcycle breaks down or is immobilised, up to the limits per claim noted in the Cover Limits table.

a. Flat or faulty batteries**What is covered?**

If the motorcycle will not start due to a battery problem and we can safely access the battery we will jump start the motorcycle or, if necessary, tow the motorcycle.

b. Emergency fuel**What is covered?**

If the motorcycle runs out of petrol we will provide you with petrol. We will tow the motorcycle if it is an electric motorcycle or if the incorrect fuel was used.

What is not covered?

Repair costs associated with using the incorrect fuel.

c. Flat tyres**What is covered?**

If the motorcycle has a flat tyre, we will tow the motorcycle.

d. Lost or locked keys**What is covered?**

If the keys are lost or locked inside a locked compartment on the motorcycle, we will provide assistance to:

- gain access to the locked compartment;
- locate and deliver a spare key; or
- tow the motorcycle if a spare key is not available and we cannot gain access on site.

What is not covered?

- Any damage caused to the motorcycle in the process of gaining access. This may be claimable under Insured Events: Accidental Damage and the applicable excess/es may apply.
- The costs of a replacement key, including any additional costs for delivery and recoding.

e. Towing**What is covered?**

If we cannot mobilise the motorcycle we will pay the costs of towing the motorcycle.

f. Trailer Assistance**What is covered?**

If the motorcycle breaks down while towing a trailer and needs to be towed, we will tow both vehicles to the same location.

What is not covered?

Any costs:

- if you do not tell us that the motorcycle is towing a trailer;
- if the trailer:
 - breaks down and the motorcycle is still mobile; or
 - exceeds the legal or manufacturer towing limits for the motorcycle.

g. Bugged vehicle**What is covered?**

We will recover the motorcycle if it is bogged provided that there is reasonable and safe access for a conventional two wheel drive recovery vehicle and no other specialist equipment is needed.

h. Taxi fares**What is covered?**

If there is a taxi service in the area, we will pay the cost for one taxi ride for you and your pillion to get where you need to be.

Cover Limits

You are covered up to the limits listed in the table below. You are responsible for the payment of any additional costs that arise over and above these limits.

| Benefit | Cover limit |
|--------------------------|---|
| Fuel (petrol and diesel) | Up to 10 litres |
| Locksmith | Up to \$150 |
| Towing | Up to 50km in regional areas and 20km in metropolitan areas |
| Taxi | Up to \$50 |
| Minor breakdown repairs | Up to \$20 |

Youi Assist Exclusions

We will not cover the costs of providing assistance for the following:

- where you are not with the motorcycle at the breakdown location, unless you have told us that it is not safe to be there;
- any major breakdown repairs;
- if the breakdown occurs outside a service area;
- where the breakdown is due to the motorcycle being involved in or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off road rallies);
- where the motorcycle is being used as a rental or hire motorcycle;
- where the motorcycle is being repaired and breaks down or needs additional repairs;
- where we are not able to access the motorcycle due to it being in a restricted area, including but not limited to airports, security controlled zones and community events;
- where we are not able to access the motorcycle due to extreme weather conditions such as snow, ice, flooding and road slips; or
- Third Party, Fire and Theft or Third Party Property Only cover.

11. Counselling Services**What is covered?**

The reasonable costs for counselling sessions with an accredited counsellor, after an event where a claim has been accepted for loss or damage to the motorcycle or in relation to your Legal Liability. You should arrange the counselling sessions and if a claim is accepted under this section, we will reimburse you for reasonable costs incurred.

The most we will pay for each claim is \$1,500 per household member.

What is not covered?

- counselling sessions for any person who is not a household member;
- counselling that commences more than 6 months from when the incident occurred;

- any claim that is recoverable from either a Government Accident scheme or public health care benefit; or from any Private Health Insurance policy; or
- additional costs incurred by attending counselling sessions, including but not limited to transport and parking costs.

Optional cover

If you select any of the options below, the details will be noted on your schedule and you will be charged an additional premium.

1. Hire Car

What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, the reasonable cost of a hire car (rather than a motorcycle) that we arrange for you after an insured event is covered. The hire car benefit will cease from the time the first of the following occurs:

- after a total hire period of 14 days;
- when we pay your claim for a total loss; or
- when the motorcycle is returned to you following repair.

The driver must have a valid licence of the correct type and class to drive the hired car.

You may be required to provide a deposit with the rental car company for the period you are using the hire car.

A compact hire car will be provided under this benefit.

What is not covered?

Third Party Property Only cover.

2. Motorcycle Trailer

What is covered?

Your registered motorcycle trailer will be covered for its market value, up to a maximum of \$5,000. The trailer must be registered in the name of the policy holder or the registered owner of the insured motorcycle.

The Insured Events of Accidental Damage, Intentional Damage, Earthquake, Storm or Flood, Fire and Theft will apply when the trailer is:

- being towed by the motorcycle insured under this policy;
- parked at the overnight address noted on the policy schedule; or

- being used by the policy holder at another location and is unattended by the policy holder or riders listed on the policy schedule for a period not exceeding 24 hours.

What is not covered?

Unregistered trailers.

A trailer which cannot be legally towed by any motorcycle.

3. Personal Items and Riding Gear Upgrade

What is covered?

Under Comprehensive or Third Party, Fire and Theft cover, we will pay for the personal items, helmets and riding gear which belong to the rider or pillion if they are:

- damaged as a result of an insured event (other than theft) which also causes damage to the motorcycle; or
- stolen while stored in a secured storage compartment on the motorcycle or trailer noted on your policy schedule.

The most we will pay for each claim, after excess, is the lesser of the maximum noted on your policy schedule or \$5,000.

Any replacement riding gear will be of similar specification to the damaged item(s) and the most we will pay for each riding gear item is \$2,000.

The most we will pay for each personal item is \$1,000.

What is not covered?

Third Party Property Only cover.

Damage to personal items, helmets and riding gear while the motorcycle is not in use at the time of the incident.

Theft of personal items, helmets and riding gear unless there are visible signs of forced entry to the compartment where they were stored.

Cash and any items which can be exchanged for cash (vouchers, money orders or tickets) smartcards or phone cards.

Jewellery and watches.

Exclusions

General exclusions

General exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

We will not pay for:

1. loss or damage to any illegal property or item, including but not limited to counterfeit or reproduced goods;
2. loss or damage to any insured property as a result of theft or attempted theft by deception. When selling any insured property, you must ensure that you have confirmation from your bank that valid and legal payment for the sale has been made before handing over the property to any prospective buyer;
3. loss or damage to any property more specifically insured elsewhere;
4. personal injury incurred in New Zealand for which Accident Compensation Corporation benefits are or would be payable in accordance with the Accident Compensation Act 2001 or any succeeding legislation to those Acts; or
5. any loss, damage or legal liability where cover is provided to any extent by any other insurance policy. We will not contribute towards any claim made under any other policy.

We will not pay for loss, damage or legal liability caused directly or indirectly by:

6. any event that occurred before your cover started with us or after it ended;
7. you admitting liability or agreeing or contracting to any liability that would not have existed otherwise at law;
8. the intentional or deliberate acts or omissions of you or any person covered under your policy, or by any person acting for you or acting for any person covered under your policy;

9. any illegal activity, or while your property is being used for any illegal activity, by you or any person acting on your behalf;
10. fines, penalties or aggravated or exemplary damages;
11. legal repossession or confiscation or lawful destruction of any insured item or property;
12. a judgment or order of a court or tribunal outside New Zealand;
13. any event that occurred outside New Zealand;
14. wear and tear, rust, corrosion or deterioration;
15. mould, rot, damp or the effects of the climate or weather;
16. a process or system of cleaning, restoring, modifying or repairing any insured property;
17. mechanical, electrical or electronic (including computer software) breakdown or failure;
18. poor or faulty design specification, materials, plan or workmanship;
19. asbestos;
20. the presence or possible presence of chemical or biological pollutants or materials;
21. any radioactivity, nuclear fuel, waste or other nuclear material, nuclear weapon, detonation or explosion;
22. military power, rebellion, revolution, terrorism, war or war-like activities, whether war is declared or not; or
23. looting, rioting or civil commotion.

Motorcycle cover exclusions

Motorcycle cover exclusions apply to all sections of your policy and describe circumstances where your policy will not provide cover for any loss, damage or liability arising directly or indirectly from any cause noted below.

We will not pay for:

1. repair of any damage that existed prior to the start date of the policy;
2. repair or replacement of a windshield (if applicable) that had pre-existing damage prior to the start date of the policy and is further damaged during the policy period;
3. loss of value or depreciation of the motorcycle;
4. loss of use or any other financial loss arising from or consequential to an insured event;
5. that part of any repair or replacement we perform which improves the motorcycle beyond its original condition before the loss;
6. damage to tyres caused by wear and tear, braking, punctures, cuts, bursts or deflation for any reason; or
7. damage to road or other surfaces, caused by the normal use of the motorcycle.

We will not pay for any loss, damage or legal liability caused directly or indirectly:

8. by flood, storm or bushfire during the first 72 hours of your policy commencing or where you have increased your existing insurance cover, unless:
 - you had another policy that expired immediately before the start of your policy with us and there was no break or change in the level or type of cover; or
 - you bought the motorcycle on the same day your policy with us started;
9. when the motorcycle is being ridden by a person who did not have your permission to ride, unless it was stolen and reported to the police within 24 hours of you becoming aware of the incident and you provide us with a police incident number;
10. by the motorcycle to property owned by or in the legal care of your household members, riders listed on your policy schedule, or any person covered by your policy except where the property is a building that you are renting with a written rental agreement in place and you are not responsible for insuring the building;
11. when the motorcycle is being ridden by any person who does not satisfy the terms and conditions of your policy;
12. when the motorcycle is being ridden by you or a person who does not have a valid licence of the correct type and class to ride the motorcycle, or who did not observe the terms of their licence;
13. when the motorcycle is being ridden by a person whose licence is suspended, cancelled or has special terms applied to it unless you have told us about it, we have accepted this and it is shown on your policy schedule;
14. when the motorcycle is being ridden by a person who:
 - is under the influence of alcohol and/or a drug and/or any other intoxicating substance;
 - has a blood alcohol level higher than the legal limit;
 - refuses to supply a blood, breath or saliva sample when required to do so by law; or
 - fails a drug test administered by the police service or other lawful authority;
15. if the rider of the motorcycle leaves the scene of an accident without lawful excuse;
16. if the motorcycle is being towed illegally or it is being used to tow a trailer or any other vehicle illegally;
17. when the motorcycle is being used for transporting dangerous, hazardous or poisonous materials;

18. when the motorcycle is being used on any permanent or temporary racetrack or raceway, or if it is used for motocross, racing, trials, speed tests, pacing, contests, rallies or for endurance or skills tests;
19. when the motorcycle is being used in a reckless manner;
20. when the motorcycle was unregistered and being used on a public road at the time of the incident despite New Zealand laws requiring it to be registered for use on public roads;
21. when the motorcycle was unroadworthy and being used on a public road at the time of the incident despite New Zealand laws requiring it to be in a roadworthy condition for use on public roads;
22. when the motorcycle or trailer is being used while it is overloaded, unsafe or not meeting relevant Government rules and regulations regarding the correct use of a motorcycle;
23. when the motorcycle is being used in a manner or under conditions inappropriate for the type of motorcycle, or which are outside the manufacturer's specifications or recommendations;
24. by the use or application of motorcycle parts or accessories which are not recommended or specified by the manufacturer;
25. by the failure to properly replace and/or secure fuel, oil and other caps or lids fitted to the motorcycle;
26. by the use, or accidental addition by any person, of incorrect lubricants, fuel, oil or other fluids, which are not recommended or specified by the manufacturer; or
27. by liquids escaping from the motorcycle, unless it was involved in an accident immediately before the escape.

What if you need to claim?

When you claim, it can only relate to one incident and you cannot include multiple incidents in one claim. If there is more than one incident, a separate claim will need to be submitted and the relevant excess/es will apply to each and every claim.

We would never want to reduce or refuse your claim and/or cancel your policy as permitted by law however we may do so if you do not fulfil the following responsibilities:

1. take all reasonable precautions to prevent or reduce loss or damage to any insured property, even after an insured event;
2. allow us to view any damaged goods or property that you are claiming for. You must not repair, sell or dispose of any property prior to advising us of the damage and allowing us the opportunity to assess the damage. This includes providing us the opportunity to assess unsatisfactory repairs that need to be rectified, unless emergency repairs are required to prevent further loss or damage to the insured property;
3. make a report to the police within 24 hours of you becoming aware of the incident and obtain an incident number from them if:
 - any insured property was lost or damaged by theft, attempted theft, malicious or intentional damage; or
 - you were involved in an incident for which the law requires you to do so;
4. not leave the scene of an accident until you are lawfully allowed to do so. This includes, but is not limited to, any accident which caused personal injury or where public or private property was damaged;
5. not admit liability or blame, nor offer to pay for any damages caused by any incident;
6. immediately send us copies of any demand or claim you receive arising out of any incident;
7. advise us if any person involved in an incident is charged by the police arising out of that incident;

8. notify us if you have any other policy of insurance, warranty or guarantee which provides you with cover or indemnity for a claim you have made under your policy;
9. assist us in taking or defending legal action in your name, including providing statements to legal representatives and appearance at trial or any other court proceedings;
10. give us your full co-operation and comply with all our reasonable requests in relation to your claim, including but not limited to:
 - supplying all information completely, truthfully and honestly about:
 - the incident giving rise to the claim; and
 - you, and or anyone else covered under your policy;
 - providing assistance needed to recover our costs from other parties;
 - within a reasonable timeframe of our request, providing any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim. Such information may include, but is not limited to:
 - a copy of your driving and riding history from the New Zealand Transport Authority; and
 - a copy of your insurance claims history from your previous insurers;
 - attending an interview with our assessor or investigator;
 - assisting any agents appointed by us (such as solicitors); and
 - attending court to give evidence;
11. at our discretion, deliver to us any damaged or destroyed goods or items, including items left over from a set or pair of items for which we have paid your claim. These salvage items become our legal property;
12. pay for some of the costs, up to an amount we decide, if we repair or replace your insured property and where the repair or replacement results in the insured property being in a better condition than it was before the loss;

13. complete all repairs or replacements to the insured property within a reasonable period after we accept your claim. All repairs or replacements must be fully completed within six months from the date of acceptance.

If you claim under your policy, we have the choice to settle your claim in many ways.

1. We can settle your claim by:
 - paying for the reasonable cost of repairs;
 - paying you an amount equal to the reasonable cost of repairs;
 - paying you the market value or agreed value of the motorcycle, depending on the cover shown on your policy schedule;
 - replacing the motorcycle; or
 - any combination of the above.
2. At our option, pay in full any sum owed to a financier or legal owner of the motorcycle, from any settlement.
3. If you have Agreed Value cover, non-standard or after factory fitted accessories are included in the agreed value.

Cover for loss or damage to non-standard or after factory fitted accessories on the motorcycle is restricted to the reasonable cost of repair or replacement.
4. If you have Market Value cover, non-standard or after factory fitted accessories will only be covered up to the amount specified and noted on your policy schedule.
 - Cover for damage to non-standard or after factory fitted accessories on the motorcycle is restricted to the reasonable cost of repair or replacement up to the amount specified on your policy schedule.
 - Cover for loss of non-standard or after factory fitted accessories on the motorcycle is restricted to the reasonable cost of replacement up to the amount specified on your policy schedule.

- Cover for non-standard or after factory fitted accessories on the motorcycle where the motorcycle is deemed a total loss is restricted to the market value at the time of loss or the amount specified on your policy schedule, whichever is the lesser.
5. At our option, authorise the use of any combination of original manufacturer, used or replacement parts, in the repair of the motorcycle.
 6. Commence or defend legal action in your name and recover our costs from a third party.
 7. Keep your damaged motorcycle, inclusive of the unexpired portion of its registration fees and Compulsory Third Party insurance premium, if you claim for the total insured value of the motorcycle.

Quality guarantee

If we choose and authorise repairs with a repairer, we will guarantee the quality of those repairs for as long as you are the owner of the insured property.

Choice of repairer

If your claim is accepted and your damaged motorcycle, helmets or riding gear can be repaired, at our option, we will arrange repairs with a repairer who is acceptable to us.

Wherever possible, we will offer you a choice of repairer from our network of recommended repairers.

You may choose another repairer, however we may not authorise repairs. If we do not authorise repairs we will pay you the fair and reasonable cost of repairs as determined by us, considering a number of factors, including comparison quotes from an alternate repairer we choose. Our quality guarantee does not apply to repairs that we have not authorised.

If you decide to choose another repairer, they must be appropriately licensed and authorised by law to conduct the required repairs.

Parts used in repair

We may use any combination of original manufacturer, used or replacement parts, in the repair of the motorcycle.

Where parts are not available in New Zealand and require importation, we will pay for the cost of surface freight only.

Where parts are unavailable and the repair cannot be completed, we will pay you the listed price of the part or parts in question, as at the date of settlement.

New motorcycle replacement

Subject to availability, we may choose to either replace the motorcycle or pay the replacement cost of a new one, if the motorcycle is assessed by us as a total loss within the first 24 months if:

- it was registered in your name and had less than 500 kilometres on the odometer; or
- it was bought new and documented in your name as the first owner.

The replacement or its cash-equivalent will be based on a new motorcycle with a make and specification as close as possible to the insured motorcycle.

Excess

For each and every claim you make under your policy you are required to pay an excess. Your excess may be the combined total of the basic excess amount and additional excesses.

If you have more than one Youi policy, you will only pay one excess if you claim from more than one policy for the same event. The incident for which you claim must arise out of a single event which occurs at the same place and time. The single excess payable is the highest excess amount noted on the relevant policies.

- **Basic excess**

The basic excess is the amount you must pay in relation to each and every claim made under your policy. We may offer you the option of selecting the amount of your basic excess. The basic excess will be shown on your policy schedule.

Where the event is completely the fault of a third party that you can identify, we can locate and whose liability can be established, we may waive payment of the basic excess.

- **Basic excess for windshield claims**

We may offer you the opportunity to choose to pay extra premium to reduce the basic excess that applies to claims that solely involve your windshield. If you select this option the excess payable for these claims will be shown on your policy schedule.

- **Youi Assist - Roadside basic excess**

No excess is applied to the first two claims per contract period under this benefit. For each and every claim thereafter you are required to pay a basic excess as shown on your policy schedule.

- **Additional excess**

We may require an additional excess to be paid in certain circumstances under your policy. The exact situations where this would apply and the amount of the additional excess will be shown on your policy schedule.

In the event of a claim being made under circumstances as detailed on your schedule, this excess would apply in addition to any other excesses that would normally apply to the claim. This excess may still apply even though the basic excess has been waived.

- **Unlisted rider excess**

If we accept your claim for an insured event where the motorcycle was ridden with your permission by any person who is not shown on your policy schedule as a listed or regular rider, an additional unlisted rider excess becomes payable. The amount of this excess will be shown on your policy schedule. This excess amount will be added to any other excess amount that may apply to the claim and may still apply even though the basic excess has been waived. This excess will not apply when the motorcycle is being ridden by a service provider with the appropriate liability cover.

For some motorcycles, we may restrict cover to the Listed and Regular riders only. In such circumstances the Unlisted Rider Excess will not apply if the rider at the time of the incident is not shown on the policy schedule as a Listed or Regular rider, as there would instead be no cover at all for such a rider. If cover is restricted in this way, it will be clearly shown in the Special Conditions section of your policy schedule.

What if I have a complaint?

We welcome any feedback you may have about our products or services. If you have a compliment or complaint, please contact us (our details are on page 4 and the back cover of this Policy Wording). We will attempt to resolve your complaint within ten (10) business days of the date on which we have all the information we need to determine your complaint. You may also refer the matter to our Internal Dispute Resolution service by emailing disputes@youi.com.

If you are not satisfied with the outcome of our internal review, or you remain dissatisfied with our internal dispute process after two (2) months, we will explain our reasons to you in writing and provide you with a 'deadlock' letter so you can take your complaint to Insurance and Financial Services Ombudsman (IFSO). IFSO is an independent entity which provides a free service for resolving disputes between insurers and their customers. Information about IFSO, and the types of disputes that it can consider, can be found at its website: ifso.nz.

IFSO can be contacted by email at info@ifso.nz or at PO 10-845, Wellington 6143 or by phoning 0800 888 202.



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