

AA Insurance

Here are the details of your

Motorcycle Insurance Policy



Welcome to AA Insurance

Thank you for choosing
AA Insurance. When you
need us, we'll get things
sorted for you.

About your policy

This policy document explains your insurance cover, the benefits you'll receive, your responsibilities and how to make a claim. Please read it carefully and keep it in a safe place.

How to contact us

We value our customers and aim to deliver the best service possible. If you have any questions about your policy or need more information, please contact us. We're more than happy to help. We also appreciate and encourage your feedback – the good and the bad.

Sales, service and general enquiries

- Call us on 0800 500 213
- Email us at customerservice@aainsurance.co.nz
- Go to aainsurance.co.nz

To make a claim or enquire about your existing claim

- Call us on 0800 500 216
- Email us at myclaim@aainsurance.co.nz
- Go to aainsurance.co.nz

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Introduction

We agree to cover you as set out in this policy document provided you have paid the premium due.

Your insurance contract consists of all of the following:

- this policy document
- the most recent **policy schedule** we have sent you
- the information you provided to us in your application or declaration
- any information you provide to us regarding any change in circumstances

whether you have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

It is important you read your policy document and **policy schedule** carefully. If you have any questions or need more information, please contact us.

If you change your mind

We provide you with a 21 day cooling-off period. You can cancel your policy within 21 days from the day cover began provided you have not made a claim. We will then refund in full any premium you have paid.

Words with specific meaning in this policy

The words 'we', 'us' or 'our' mean AA Insurance Limited. The words 'you' or 'your' mean the person or persons listed as 'Who's insured' on the **policy schedule**. The words 'your motorcycle' mean the motorcycle that is described on the **policy schedule**. In addition there are other words in bold that have a specific meaning and are explained in the 'Definitions' section at the end of this policy document.

Headings

Where headings are used in this policy, the headings or references are purely descriptive in nature and are not to be used for interpretative purposes.

Goods and services tax

All amounts referred to in your policy are inclusive of Goods and Services Tax (GST).

Governing law

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

What you are covered for

Cover for loss to your motorcycle

Comprehensive

If the **policy schedule** shows: 'Type of cover Comprehensive', we will insure you for sudden and accidental physical loss of or sudden and accidental physical damage to your motorcycle that happens anywhere in New Zealand during the **period of insurance**.

Third Party, Fire and Theft

If the **policy schedule** shows: 'Type of cover Third Party, Fire and Theft', we will insure you for the following **events** that happen anywhere in New Zealand during the **period of insurance**:

- sudden and accidental physical loss of or sudden and accidental physical damage to your motorcycle caused by fire
- sudden and accidental physical damage to the ignition caused by attempted theft or vandalism
- theft of your motorcycle.

Third Party

If the **policy schedule** shows: 'Type of cover Third Party', you do not have cover for any loss of or damage to your motorcycle.

Your motorcycle includes

Your motorcycle includes all of the following:

- the standard manufacturer's equipment and options
- any **accessories** that have been fitted to your motorcycle
- any **modifications** that have been fitted to your motorcycle that we have agreed to cover.

Your motorcycle excludes

Your motorcycle excludes all of the following:

- **modifications** we have not agreed to cover
- personal effects and household equipment in or on your motorcycle (such as clothes, eyewear, cell phones)
- goods or items in or on your motorcycle that are used for or carried for a business, profession or occupation.

Cover for your legal liability

We will pay for your legal liability for damage to physical property arising from accidents caused by your motorcycle. We will also cover legal liability for damage to property arising from an accident where:

- another person is riding your motorcycle with your consent and is not otherwise excluded from the policy cover
- the damage was caused by items falling from your motorcycle
- you are riding an uninsured motorcycle, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement and is not being used for business purposes; no cover applies for the loss of or damage to the motorcycle being ridden.

We will pay up to \$20million for any one **event**. This includes related legal costs and expenses incurred with our consent.

If you have cover for your legal liability under any other insurance policy with us, you can only claim this benefit under one policy.

What we don't cover under legal liability

We don't cover legal liability:

- for any exemplary or punitive damages
- for defence of criminal or traffic charges against you, your employer, or any person using your motorcycle
- for any loss or damage to property belonging to you, or in your care, custody or control, unless that property belongs to the passenger of your motorcycle.

We also don't cover the exclusions found under 'What we don't cover' on page 14.

Limits on what we will pay

Comprehensive

If the **policy schedule** shows: 'Type of cover Comprehensive' the most we will pay for any one **event** is the total of:

- the **Agreed Value** of your motorcycle
- \$20million for legal liability
- the maximum you are entitled to under the following standard benefits:
 - 'Cover for emergency costs' on page 12
 - 'Cover for helmets' on page 12.

Third Party, Fire and Theft

If the **policy schedule** shows: 'Type of cover Third Party, Fire and Theft' the most we will pay for any one **event** is the total of:

- the **Agreed Value** of your motorcycle if your claim is for fire or theft
- \$20million for legal liability
- the maximum you are entitled to under the standard benefit 'Cover for accidents with an uninsured third party' on page 13.

Third Party

If the **policy schedule** shows: 'Type of cover Third Party' the most we will pay for any one **event** is the total of:

- \$20million for legal liability
- the maximum you are entitled to under the standard benefit 'Cover for accidents with an uninsured third party' on page 13.

We will reduce the amount we pay by the total applicable excess and any other deductions set out in this policy.

Conditions of making a claim

You can make a claim by calling us at any time on **0800 500 216**.

It is a condition of your policy that you must co-operate with us and give us any information or help we ask for in relation to your claim.

What you must do

Immediately after an **event** occurs, you or any rider of your motorcycle must:

- take all reasonable steps to prevent further loss or damage
- inform the police in the case of theft, burglary or vandalism, or any attempt at these
- not admit liability
- not, without our consent, incur any expense or negotiate, pay, settle, or make any agreement in relation to any claim.

As soon as possible you or any rider must also:

- inform us of the **event** and give the full details and circumstances of what has happened, including details of everyone involved
- obtain our permission before you incur any expense, other than the reasonable cost of urgent work to prevent further loss or damage
- send us all relevant communications which you receive as soon as possible
- keep damaged property for our inspection
- make your motorcycle available for inspection and assessment before any repairs are carried out
- provide proof of ownership, information and other evidence that we may require
- allow us at our expense and in your name to take any action necessary against any other party and to take over and conduct the defence and settlement of any claim against you
- provide all reasonable assistance and co-operate with us and our assessors, investigators, lawyers or anyone else we appoint to assist in the making of your claim, its settlement and any defence of a potential claim against you or any action against anyone else.

If you do not comply with any of these conditions we can:

- decline your claim
- recover from you any money we have paid.

Your excess

An excess is the amount you have to pay for each individual **event** when you make a claim.

The total excess is determined by the circumstances of your claim; you might have to pay more than one type of excess when you claim. The amount and types of excesses are shown on the **policy schedule**.

If you claim under more than one policy with us for loss or damage caused by a single **event** at the same location you will only have to pay one excess. This will be the highest total applicable excess.

Reimbursing your excess

We will reimburse the excess for an **event** if all of the following criteria are met:

- you give us the correct name and contact details of the other driver
- you give us the correct registration number of the other vehicle
- the person responsible confirms their involvement in the **event**
- we agree the rider of your motorcycle was not at fault.

If your motorcycle is stolen, and you have the details of the offender you must have made a complaint against the offender to the police, which has resulted in the offender being charged, before we can reimburse your excess. If you withdraw your complaint against the offender you must repay the excess.

How we will settle your claim

We will choose to settle your claim by repairing your motorcycle, paying the costs to repair your motorcycle or by classifying your motorcycle as a total loss.

Repairing your motorcycle

We can choose to repair your motorcycle if it has been damaged, and in our opinion:

- it can be repaired safely, and
- it is more cost-effective to repair your motorcycle than to pay the **Agreed Value**, or where your claim is under the standard benefit 'Cover for accidents with an uninsured third party', the \$4,000 benefit limit.

If we arrange to have your motorcycle repaired, we will ensure your motorcycle is repaired to a standard comparable to the condition of your motorcycle immediately before the **event**.

Repairing your motorcycle to a better condition

If the repairs will put your motorcycle in a better condition than it was immediately before the **event**, we will discuss this with you before any repairs begin. If we agree to complete repairs that are unrelated to your claim, you will be required to contribute the additional costs.

Repairing or replacing parts

We will decide whether damaged parts on your motorcycle are repaired or replaced.

If we choose to replace any parts, the parts we use may be new, recycled or reconditioned. If we have replaced any parts then the damaged parts become our property.

Paying the cost to repair

If we choose to pay you the cost to repair your motorcycle to a standard comparable to the condition of your motorcycle immediately before the **event** we will pay the lesser of:

- the reasonable cost of the repairs as estimated by our assessor
- the amount we would have paid if we had arranged the repair ourselves less the total applicable excess.

We will not be responsible for the quality of the workmanship provided by the repairer or provide any guarantee relating to the repair.

For any part not available in New Zealand the most we will pay is the lesser of:

- the manufacturer's last known list price in New Zealand
- the price of the part's closest New Zealand equivalent
- the cost of having a new part made in New Zealand.

We will not pay for the cost of freighting parts from overseas.

Classifying your motorcycle as a total loss

We will classify your motorcycle as a total loss if any of the following apply:

- in our opinion, it is not safe to repair the damage to your motorcycle
- in our opinion, the cost of repairing your motorcycle is more than the **Agreed Value** or it is uneconomic to repair
- your motorcycle has been stolen and has not been found within 10 days from the date you reported the theft to us or to the police.

When we settle a claim for a total loss:

- we will pay the **Agreed Value** of your motorcycle less your total applicable excess and any **on-road costs** that are not fully paid
- we are entitled to any refund of **on-road costs**
- your motorcycle, including all **modifications** and **accessories** becomes our property, this includes if it is recovered after it has been stolen
- the total premium for the entire **period of insurance** must be paid in full before the claim is settled
- your policy ends on the date of the **event** and you are not entitled to any refund of premium.

Having interested parties

If you have a party who has a financial interest in property covered by this policy, such as a bank or finance company, we may partially or fully settle a claim by making payment to them. This payment will either go towards meeting or completely fulfilling our obligations under this policy. However, this interested party is not covered by this policy and does not have any right to make a claim under this policy. By noting an interested party on the **policy schedule**, you are authorising us to disclose your personal information to the interested party.

Standard benefits

The following benefit is automatically included in your cover.

Cover for a replacement motorcycle

If you replace your motorcycle, we will insure the replacement for its **Market Value** on the same terms that apply to your motorcycle, provided:

- you tell us within 30 days of the purchase date of the replacement motorcycle, and
 - you pay any extra premium which we may require.
-

The following benefits, 'Cover for emergency costs' and 'Cover for helmets' only apply if the policy schedule shows: 'Type of cover Comprehensive'.

Cover for emergency costs

If we have accepted your claim under this policy, we will pay the reasonable costs for any of the following:

- moving your motorcycle to the nearest repairer or place of safety
- storage of your motorcycle
- essential emergency repairs so you can get your motorcycle to your destination or a repairer
- transporting you and your passenger to your home if your motorcycle cannot be ridden
- returning your motorcycle to your home following its repair, or if it was stolen, following its recovery.

We will also pay up to \$500 for the reasonable costs of temporary accommodation for you and your passenger if your motorcycle cannot be ridden and you are unable to return to the place you are currently living or staying.

Cover for helmets

We will pay for the retail price in New Zealand of the nearest equivalent helmet if your helmet is damaged as a result of an accident, or if it is stolen. A maximum of two helmets can be claimed for any one **event**.

The following benefit 'Cover for accidents with an uninsured third party' only applies if the policy schedule shows: 'Type of cover Third Party, Fire and Theft' or 'Type of cover Third Party'.

Cover for accidents with an uninsured third party

We will cover sudden and accidental physical damage to your motorcycle up to \$4,000, if all the below criteria are met:

- the damage was the result of an accident caused by an uninsured third party
- you give us the correct name and contact details of the uninsured third party
- you give us the correct registration number of the other vehicle
- the uninsured third party confirms their involvement in the **event**
- we agree the rider of your motorcycle was not at fault.

We will settle your claim in one of the following ways:

- 'Repairing your vehicle'
- 'Paying the costs to repair'
- 'Classifying your vehicle as a total loss'.

However the most we will pay is \$4,000.

What we don't cover

This section explains what your policy does not cover. These exclusions apply to all sections of this policy.

If the rider is under the influence of alcohol, drugs or other intoxicating substances

There is no cover if the person using the motorcycle at the time of the **event**:

- was under the influence of alcohol, drugs or any other intoxicating substance
- had a blood or breath alcohol level in excess of the legal limit or if after the **event** failed or refused to take any test for alcohol or drug content in the body, breath or blood after being lawfully required to do so.

If your motorcycle is being used by certain riders

There is no cover when your motorcycle is being used or ridden by any person who at the time of the **event**:

- was not named as a rider on the **policy schedule**
- was not legally licensed to ride a motorcycle in New Zealand
- was not complying with the conditions of their driver's licence
- had been advised, directed or instructed not to drive by a medical or other professional person.

If the rider leaves the scene of an accident

There is no cover if the person using the motorcycle at the time of the **event** failed to stop, or left the scene of an accident when it is an offence to do so.

If mechanical or electrical damage or failure occurs

There is no cover for damage to, or failure of, mechanical, electrical or electronic parts of the motorcycle or any damage resulting directly or indirectly from a mechanical, electrical, electronic failure or breakdown. This doesn't apply where the damage results from a sudden, unforeseen and physical accidental external cause.

If your motorcycle is confiscated

There is no cover for any loss, damage, cost or liability connected in any way with your motorcycle being confiscated or seized by anyone with a financial interest in your motorcycle.

There is no cover for any loss, damage, cost or liability connected in any way with confiscation, destruction, acquisition, designation, or decision by government or local authorities.

If there is a war or nuclear incident

There is no cover for any loss, damage, cost or liability, directly or indirectly caused by, arising from, or involving:

- war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power
- nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.

If there is a terrorism incident

There is no cover for loss, damage, cost or liability, directly or indirectly caused by, arising from, or involving an act of terrorism.

An act of terrorism means any act, including but not limited to the use of force or violence, or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear.

If there is consequential loss

There is no cover for loss of use of your motorcycle or consequential losses of any kind. This includes any loss of income, loss of value, additional costs, expenses and liability incurred due to your motorcycle not being able to be used.

If there is reduction in value

There is no cover for the reduction in value of your motorcycle from any cause.

If there is wear, tear or depreciation

There is no cover for any loss or damage caused by, arising from, or involving, gradual deterioration or depreciation of your motorcycle including wear and tear, rust, corrosion or the action of light, atmospheric or climatic conditions.

If there is faulty workmanship

There is no cover for loss, damage or costs, directly or indirectly caused by, arising from or involving poor, defective or faulty workmanship, design or manufacture, structural or inherent defect.

If there is pollution or contamination

There is no cover for any damage, loss, cost or liability caused by, arising from, or involving, pollution or contamination.

If there is other insurance

There is no cover under this policy where cover is provided by other insurance or by a warranty or guarantee. We will not contribute towards any claim made under any other policy.

If an excess applies

There is no cover for your excess on this or any other policy.

If there is tyre damage

There is no cover for damage to tyres caused by application of brakes or by punctures, cuts or bursts, however, if your policy schedule shows 'Type of cover Comprehensive' we will pay for damage to tyres caused by malicious damage.

If the Accident Compensation Act 2001 applies

There is no cover for costs which are covered under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

If there are undamaged parts of the motorcycle

There is no cover for:

- the cost of painting, repairing or replacing an area, set or part of your motorcycle that was not damaged in the **event**
- additional costs or loss due to paint, features, fabrics or other parts of your motorcycle that are not able to be matched.

If your motorcycle is unsafe

There is no cover if the motorcycle is overloaded or being used in an unsafe or unroadworthy condition. Cover will still apply if you can prove that you and the rider were unaware of such condition and had taken all reasonable steps to maintain your motorcycle.

If you incur costs

There is no cover for costs or expenses you incur in order for you to prove or assist us with your claim. This may include you or anyone else's time or materials used.

There is no cover for repairs that are not related to your claim.

If the motorcycle is being used for certain activities

There is no cover when the motorcycle is being used for any of the following:

- for or in connection with any business, profession or occupation
- for or in any protest, civil disruption, unlawful purpose or criminal activity
- for off-roading, for example using your motorcycle on a beach, sand dunes, a river or river bed, or for hill climbing regardless of whether your motorcycle is designed for off-road use. This applies unless your motorcycle is being used:
 - on an unsealed surface usually used as a car park, or
 - on an unsealed surface to access a residential building
- racing of any kind, including pace-making, trials, tests, demonstrations, race track driver training, or race track vehicle handling lessons or similar events or being tested in preparation for any of the above
- on any track, circuit, speedway, racing arena or any other similar surface or location.

Policy conditions

You must not transfer your legal rights

You must not assign or transfer or attempt to assign or transfer this policy or your interest in this policy to any other party.

You must give full and accurate statements

Your policy with us relies on the accuracy of the information you provide to us. You must provide full and accurate information and answer honestly, correctly and completely all questions we ask you.

If any claim under this or any other policy with us is supported by any incorrect or incomplete information or statement or is in any respect fraudulent, then your claim is not payable and this policy will be automatically terminated from the date that the incorrect information was supplied to us, or the statement or fraudulent claim was made to us. We may also terminate any other policy you have with us at the same time.

You must tell us if there are any changes in circumstances

You must tell us immediately if any of the following happen:

- you or any rider are convicted of any criminal or driving offence
- you or any rider have a licence suspended, endorsed or cancelled
- you or any rider have any insurance policy or claim avoided, declined, cancelled or not renewed
- you change your address
- you replace your motorcycle
- your motorcycle use changes, from what is shown on the **policy schedule**
- there is a change to the riders of your motorcycle
- you add, change or remove any **modifications**.

As a result of these changes in circumstances, or if you fail to tell us of a change immediately and we become aware of this, we may:

- change your policy terms and make alterations to your premium
- reduce cover or change limits
- cancel your policy.

We will notify you of this by sending you a **policy schedule** confirming the changes and the date from which the change became effective.

If there is an alteration to your premium, which remains unpaid then we can reduce the **period of insurance** in line with the proportion of the unpaid premium.

You must maintain and secure your motorcycle

You must at your cost and expense maintain your motorcycle in good repair, secure your motorcycle and take all reasonable precautions to prevent loss or damage occurring.

You must take reasonable care

You and any rider of your motorcycle must take reasonable care:

- while riding or using your motorcycle or any motorcycle where liability for damage to other property is covered by this policy
- to avoid circumstances that could result in loss or damage.

Your claim will not be covered if you or any rider are reckless or grossly irresponsible or grossly negligent.

You are jointly insured

All people listed as 'Who's insured' on the **policy schedule** are jointly insured and are considered to act with the expressed authority of each other. This means that if anyone does or fails to do anything so that there is no cover, there will be no cover for any of the people listed on the **policy schedule**. Each person listed under 'Who's insured' on the **policy schedule** has the right to make a change to the policy, make a claim under the policy, or cancel the policy.

If you breach policy terms and conditions

Some parts of this policy can cover other parties as well as you. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that you are required to meet.

No claim will be payable where any person covered under this policy breaches any of the terms and conditions. Nothing in this policy affects the common law rights of either party, including our right to avoid your policy for non-disclosure. If we avoid your policy, any claim payments we have made to you or related costs we have paid must be refunded to us.

How we administer your policy

If we send notices

We will send any notice, **policy schedule** or other written document to your last known physical, postal or email address.

If you pay your premium by instalment

If we have agreed to accept payment of your premium by instalment, where any instalment is overdue all benefits under this policy will be suspended from the date the first unpaid instalment was due. Your policy will be automatically cancelled if any premium instalments remain unpaid for 28 days. Because this cancellation is automatic you will not be sent a cancellation notice.

Cancellation

Cancellation by you

You may cancel this policy at any time.

If you cancel this policy outside the cooling-off period and you have not made a claim, you will be refunded the unused portion of your paid premium less the cancellation fee shown on the **policy schedule**.

Cancellation by us

We may cancel your policy at any time by sending you a notice to this effect. The cancellation will take effect on the 7th day after the notice has been sent. We will refund the unused portion of your paid premium.

Definitions

Accessories

An item kept in or on your motorcycle that is not directly related to the function of the motorcycle. This includes but is not limited to any of the following:

- fitted entertainment, communications and navigation systems
- tools and breakdown equipment permanently kept in your motorcycle, purchased by you to repair your motorcycle
- first aid kit, torch, fire extinguisher
- aftermarket wheels.

Agreed Value

The amount for which we have agreed to insure your motorcycle. It is specified on the **policy schedule** and includes the value of any **modifications** and **accessories** that we have agreed to cover.

When your policy is due for renewal we will consider depreciation and the reasonable retail value of the make, model, and series of your motorcycle. We use this to automatically review and set your new Agreed Value. The Agreed Value will usually decrease at each renewal as your motorcycle value depreciates with age and use. By accepting the renewal you have accepted the Agreed Value.

Event

A sudden, accidental and unforeseen occurrence that causes physical loss or damage that is not intended or expected by you.

Market Value

The reasonable value of the motorcycle immediately before the loss or damage as determined by an independent registered motor vehicle valuer.

Modification

Any change or alteration made to your motorcycle beyond the manufacturer's original specification. This includes but is not limited to any of the following:

- performance enhancements, structural changes, a non-standard exhaust
- changes to the engine, steering, suspension or chassis
- changes to the computer or fuel system
- custom paint work and cosmetic upgrades
- electrical equipment.

On-road costs

Vehicle registration fees or road user charges.

Period of insurance

The period of insurance shown on the **policy schedule**.

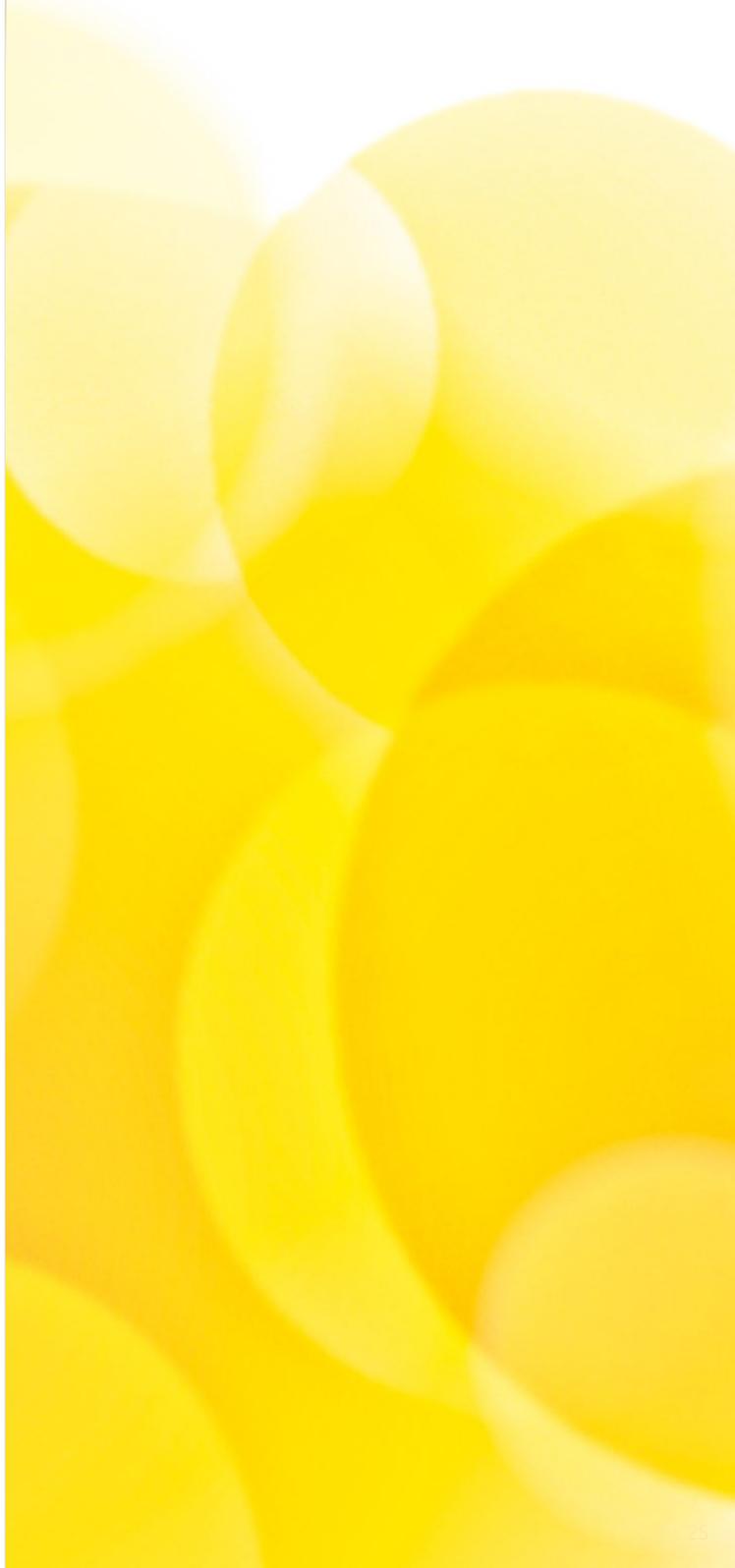
Policy schedule

The most recent policy schedule we have sent you.

Let's get it sorted

If you're not satisfied with one of our policies, our service or a decision we make, please tell us. Often a quick conversation with one of our representatives can help resolve things. If we can't agree, or if you are still unhappy, please let us know. We can explain our complaints procedure to you and we have a Customer Resolution Service in place to assist you if needed.

If there is anything you don't understand in this policy document, or if you have any queries, please contact us on **0800 500 213**.



Can we help with anything else?

Home Insurance

Protection for the place you love to call home.

Contents Insurance

Cover for your personal belongings at home and around NZ.

Comprehensive Car Insurance

Comprehensive cover with optional extras to suit your car.

Third Party, Fire and Theft Car Insurance

All the benefits of Third Party Car Insurance and cover if your car is stolen or damaged by fire.

Third Party Car Insurance

Cover if you accidentally damage another person's vehicle or property.

Landlord Insurance

Protection for your investment property.

Motorhome Insurance

Cover for your home away from home.

Classic Vehicle Insurance

Specialised cover to protect your pride and joy.

Caravan/Trailer Insurance

Put your worries about what you're towing behind you.

We're here to help you

Call us anytime

0800 500 213

Visit us online

aainsurance.co.nz

Or come in and see us at your nearest

AA Centre

