



# YMI

YAMAHA MOTOR INSURANCE



POLICY WORDING

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## ABOUT YMI

Yamaha Motorcycle Insurance also known as YMI is the ultimate in motorcycle insurance, which lets You enjoy Your ride.

### FEATURES AND BENEFITS:

- 36 months Full Replacement from date of first registration on Yamaha branded motorcycles.
- 24 months Full Replacement from date of first registration on non Yamaha branded motorcycles.
- Yamaha Dealer Priority Claims Service, get You back on the road sooner.
- Helmet & Riding Gear Cover - \$1,500 any one item, \$3,000 maximum.
- Keys and Locks - \$1,500 Nil excess.
- No Theft Excess when protected by Yamaha DNA.
- Repatriation Costs.
- Multi Bike premium discount.
- Premium Discounts for No Claims Bonus, Named Rider and Restricted Rider Options.

For full details of cover please refer to the policy wording.

### ABOUT THE INSURER

The Insurer of this insurance is AIG Insurance New Zealand Limited (AIG).

American International Group, Inc. (AIG) is a leading insurance organisation serving customers in more than 100 countries and jurisdictions. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

In this document AIG acting through its agent, NM Insurance is referred to as "We", "Us", and "Our".

NM Insurance's contact details are:

NM Insurance  
Level 5, 63 Albert Street,  
Auckland 1010 NZ;

Contact number (Toll free) 0800 664 678

Email: [customerservice@nminsurace.co.nz](mailto:customerservice@nminsurace.co.nz)

### ABOUT NM INSURANCE AND ITS SERVICES

NM Insurance is the trading name of Nautilus Marine Underwriting Agency Limited of Level 5, 63 Albert Street, Auckland 1010 PO Box 105647, Auckland City Post Shop, Auckland 1143 it is the administrator of this insurance as agent for AIG. NM Insurance has been given binding authority by AIG which allows it to enter into this policy and handle and settle claims for it, subject to the terms of the binder authority. In dealing with this policy NM Insurance acts for AIG and not You.

## ABOUT YAMAHA AND THEIR SERVICES

This document and this insurance may be provided to You by a Yamaha Motorcycle dealer or Yamaha Motor Finance New Zealand Limited.

Yamaha Motor Finance New Zealand Limited, Private Bag 94 412, Greenmount, Auckland, New Zealand and its representatives, as well as Your motorcycle dealer have been authorised by NM Insurance as its general insurance distributor to deal in this product. They are not authorised to provide any advice on this insurance.

This policy and the information that We send You about Your cover is designed to be simple and straightforward to make it easy for You to understand what is included in Your cover and what isn't. You should carefully read this policy and any other documentation that We send You such as Your Certificate of Insurance. Keep them in a safe place. If You do not fully understand this policy please contact NM Insurance, who will be able to explain it to You, any claims and general enquiries should be directed to NM Insurance, Phone 0800 664 678

Yamaha Motor Finance New Zealand Limited and NM Insurance have entered into an agreement to develop market and distribute motorcycle insurance products. This policy has been designed by NM Insurance in conjunction with Yamaha to give bike owners like You, simple and easy to understand cover to protect You in the event of a crisis such as a collision, accident, fire or theft. Plus this policy gives You added benefits, which may not be covered by other insurers, which will help You get back on the road sooner.

Cover is subject to the premium being received by NM Insurance and the loss or damage occurs during the period of insurance.

So that You understand exactly what Your insurance covers and does not cover, make sure You read this policy as well as the Certificate of Insurance. If they do not meet Your requirements or if any information is not correctly stated, please contact NM Insurance on 0800 664 678 and ask for the correction to be made.

## IMPORTANT INFORMATION

### Privacy

We have adopted the Information Privacy Principles. The Information Privacy Principles apply to any personal information collected by Us.

### Purpose of collection

We collect personal information about You for the purposes of assessing your application for insurance and administering your policy. Failure to provide relevant personal information may result in Us not being able to administer your policy, process any Claim under your policy or you may breach your duty of disclosure.

### Disclosure

In the course of administering your policy We may disclose your information to:

- an entity to which We are related either in New Zealand or overseas;
- contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for the purpose of processing your application for insurance and obtaining policy payments;
- in the event of a Claim, assessors, lawyers, third party administrators, emergency providers and medical providers;
- third party service providers to enable Us to advise you of their insurance products or services; and
- reinsurers for the purpose of obtaining reinsurance, if required.

We will only disclose your personal information to these parties for the primary purpose for which it was collected or to enable Us to advise You of our insurance products or services. In some circumstances We are entitled to disclose Your personal information to third parties without Your authorisation such as law enforcement agencies or government authorities.

### Your Access to personal information

You may gain access to or request correction of your personal information and that of any other person insured by this Policy by writing to:

The Privacy Manager  
AIG Insurance New Zealand Limited  
PO Box 1745 Shortland Street  
Auckland 1140, New Zealand  
Email: [privacy.officernz@aig.com](mailto:privacy.officernz@aig.com)

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access requests in some limited circumstances.

### Consent Acknowledgment

By completing the application form (including any associated form) and paying the premium, You consent to the use of Your personal information stated in the privacy statement above.

### Dispute Resolution Process

We are committed to handling any complaints about Our products or services efficiently and fairly. If You have a complaint about Our products or services You can contact Us and request that Your matter be reviewed by management by writing to:

The Complaints Manager  
AIG Insurance New Zealand Limited  
PO Box 1745 Shortland Street  
Auckland 1140, New Zealand

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs. Your complaint will be referred to FSCL if We have reached a “deadlock” in trying to resolve it. FSCL’s contact details are [info@fscl.org.nz](mailto:info@fscl.org.nz) or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to You to use the services of FSCL.

### Fair Insurance Code

We are a signatory to the Fair Insurance Code. This Code aims to raise the standards of practice and service in the insurance industry, and it includes the following:

When You lodge a claim we will tell You in plain language what information we need and how You should go about making a claim.

We will respond promptly to any request You make for assistance with a claim and it will be considered and assessed promptly.

You can obtain a copy of the code from [www.icnz.org.nz](http://www.icnz.org.nz) or by contacting Us.

## DEFINITIONS

Whenever these words are used this is what they mean:

### CERTIFICATE OF INSURANCE

means the latest Certificate of Insurance We give You. We give You a Certificate of Insurance when You first buy the policy or whenever any part of the policy is changed or when the policy is renewed.

### EXCESS

means the amount You must contribute when a claim is accepted under the policy as shown on Your Certificate of Insurance.

### INJURY

means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.

### INTERESTED PARTY

means the credit provider noted in the Certificate of Insurance.

### MOTORCYCLE

means the motorcycle(s) described in the Certificate of Insurance including accessories, if described in the Schedule, whilst fitted to the Motorcycle. This does not include crash helmets.

### NM INSURANCE

means Nautilus Marine Underwriting Agency Limited, as agent for AIG.

### NO CLAIM BONUS

means a discount on Your premium when You buy the policy if You have not experienced a recent Motorcycle related claim. We tell You what Your discount is when You apply for the policy. If You hold the policy with us for three consecutive years and make no claims, We will apply our Maximum No Claim Bonus discount for all future renewals of the policy with Us.

### PLACE OF STORAGE

means a fully enclosed structure or building which had all exits locked immediately preceding the theft.

### TOTAL LOSS

means the loss of Your entire Motorcycle(s) or damage to Your Motorcycle(s) described in the Certificate of Insurance which Your Motorcycle insurer considers to be uneconomical to repair.

### TOTAL LOSS PAYMENT

means a payout of the full sum insured value for Your motorcycle in respect to a total loss. If a credit provider is noted as having an Interest in Your Motorcycle on Your Certificate of Insurance and, if You have a claim and We agree to settle on a cash basis, We have the option of making this payment to the credit provider in full or part settlement of Your claim.

In this situation, We will pay the credit provider the amount We agree to settle the claim, up to the amount outstanding under Your finance contract. The Total Loss Payment includes

any deductions for items such as excess or any premium due under this policy.

### WE, OUR, US

means AIG acting through its agent, NM Insurance.

### YOU OR YOUR

means the insured person(s), company or other entity named in the Certificate of Insurance.

## TYPE OF COVER SELECTED UNDER THIS POLICY:

### Comprehensive Cover

will mean that You have cover under Section One and Section Two of the policy.

### Third Party, Fire, Theft & Transit

will mean that You have full cover under Section Two but limited cover only under Section One of this insurance, which is restricted to cover for sudden and accidental physical loss or physical damage to Your Motorcycle by:

- Fire;
- Theft from Place of Storage;
- An incident occurring when the motorcycle is being transported on a trailer;

### Third Party Only

will mean you have full cover under Section Two only.

## DESCRIPTION OF USE

We will cover Your Motorcycle against sudden and accidental physical loss or physical damage occurring in New Zealand and subject to terms and conditions of this policy and the Certificate of insurance.

- For Private Pleasure purposes.
- Farm Use.

## SECTION 1 COMPREHENSIVE COVER

We will cover Your Motorcycle against sudden and accidental physical loss or damage occurring in New Zealand and subject to terms and conditions of this policy and the Certificate of Insurance.

### ADDITIONAL BENEFITS:

#### COMPREHENSIVE COVER ONLY

- a. **Salvage Costs** If Your Motorcycle cannot be ridden following an accident, We will pay the reasonable cost of removing it to the nearest repairer or place of safety up to \$2000.
- b. **Repatriation Costs** We will pay the reasonable cost of accommodation and travel for You and Your passenger to return to Your home after an accident occurs to Your Motorcycle which results in a claim payable under this policy, including the reasonable costs of also returning Your repaired Motorcycle to Your home provided: • Our total liability is limited to \$1,500 for any one accident.
- c. **Helmet Cover and Riding Gear** In the event of an accident giving rise to a claim Section 1 is extended to cover Your helmet, and other riding gear, primarily designed and intended to be worn whilst riding Your Motorcycle, such as riding jacket, riding pants and riding boots, is lost or damaged up to a limit of \$1,500 any one item with a maximum of \$3,000 any one claim.
- d. **Keys and Locks** Where Your keys and/or combinations have been stolen or illegally duplicated We will pay up to \$1,500 to replace Your keys and/or locks. No excess applies.
- e. **36 months New for Old Replacement on Yamaha Branded Motorcycles** This benefit only applies if:
  - Your Yamaha Branded Motorcycle was purchased new; and
  - You have taken out the Policy to insure this new Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle when new.

If Your Yamaha Branded Motorcycle is declared by us to be a Total Loss within 36 months of its original registration, We will at Our option either, replace it with a new Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new Yamaha Branded Motorcycle of the same make, model or series.

**This cover provided will only apply to a Comprehensive Cover policy and provided We have accepted a claim under this Section of the Policy.**

We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.

The cover under this additional cover will end as soon as one of the following occurs:

- the Policy is cancelled;
- Your Yamaha Branded Motorcycle is no longer covered by the Policy;
- 36 months from the Yamaha Branded Motorcycle's original registration;
- Your Yamaha Branded Motorcycle has been sold.
- f. **24 months New for Old Replacement on Your non-Yamaha Branded Motorcycles.**

This benefit only applies if:

- Your non-Yamaha Branded Motorcycle was purchased new; and
- You have taken out the Policy to insure it at the same time as purchasing the Motorcycle when new.

If your non-Yamaha Branded Motorcycle is declared by Us to be a Total Loss within 24 months of its original registration, We will at Our option, replace Your non-Yamaha Branded Motorcycle with a new non-Yamaha Branded Motorcycle of the same make, model or series or pay to You the replacement value of a new non-Yamaha Branded Motorcycle of the same make, model or series.

We will also pay for all registration costs and statutory charges and any increase in the purchase price of the replacement non-Yamaha Branded Motorcycle to a maximum of 10% above the original purchase price.

The cover under this additional cover will end as soon as one of the following occurs:

- the Policy is cancelled;
- Your non-Yamaha Branded Motorcycle is no longer covered by the Policy;
- 24 months from the non-Yamaha Branded Motorcycle's original registration;
- Your non-Yamaha Branded Motorcycle has been sold.

**This cover provided will only apply to a Comprehensive Cover policy and provided We have accepted a claim under this Section of the Policy.**

## **ADDITIONAL BENEFITS: COMPREHENSIVE COVER AND THIRD PARTY, FIRE, THEFT AND TRANSIT**

- a) **Marine General Average**  
This is deliberate loss or damage incurred to the Motorcycle in time of peril to prevent the loss of a ship and/or cargo. We will pay for any contributions and/ or expenditure which AIG0815YMIMC Page 8 may become legally payable by You as a result of Your Motorcycle being carried by ship between ports in New Zealand.
- b) **Yamaha DNA Protection**  
There is no excess applicable on theft claims if Yamaha DNA has been applied to the Motorcycle by an authorised Yamaha dealer.
- c) **Named Rider Benefit**  
Should Your Motorcycle be ridden by any person other than those noted on the Certificate of Insurance an additional excess of \$500 of each and every claim under section one of the policy will be applied to the excess noted on Your Certificate of Insurance. However, this additional excess will not apply:
  - When Loss or damage by fire occurs without impact or collision.
  - If the Motorcycle is stolen or when left in the hands of a repairer or sales outlet for service, repairs or sales purposes.
- d) **Riders under 25 years of Age Restriction** When the Certificate of Insurance shows that Under 25 Rider restriction option applied We will not cover any accidental loss, damage or liability, which results in a claim, when the Rider of Your Motorcycle was a person under 25 years of age and the restriction is noted on Your Certificate of Insurance. We will not refuse to pay Your claim if the Rider of Your Motorcycle:
  - a. was found guilty of theft or illegally used Your Motorcycle; or
  - b. was a person paid by You to repair service or test Your Motorcycle.
- e) **Uninsured Third Party Cover**  
If Your Certificate of Insurance shows cover type Third Party, Fire, Theft and Transit We will cover Your Motorcycle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to the maximum amount of \$3000 including the cost of protection, removal and towing.

### **You may only claim under this extension if:**

- a) You can provide Us with the name, address and vehicle registration number of the person responsible for the accident, and;
- b) We accept You did not contribute to the cause of the accident.

### **No Blame Bonus and Excess Protection**

We will not penalise Your No Claim Bonus entitlement or apply Your Excess for a claim if You have been involved in an accident during the period of insurance, and;

- a) You can provide Us with the name, address and vehicle registration number of the person responsible for the accident, and;
- b) We accept You did not contribute to the cause of the accident.

### **Natural Disaster**

We will cover Your Motorcycle(s) noted in the Certificate of Insurance for loss or damage caused by Earthquake, Volcanic Eruption, Tsunami or Hydrothermal Activity or Geothermal Activity.

## **OPTIONAL BENEFITS**

### **LAY UP COVER**

If You take this option, the cover for Your Motorcycle is restricted to accidental physical loss or physical damage, Fire and Theft occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance. This restriction of cover gives You a monthly discounted premium and only applies during the period specified on the Certificate of Insurance.

You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home in transit or being ridden, unless Your Motorcycle is being taken to or from a motorcycle dealership for service or repair.

## SECTION 2 THIRD PARTY LIABILITY

We will cover Your legal liability to pay compensatory damages for Injury, or loss or damage to property of others occurring during the period of insurance resulting from the use of Your Motorcycle within New Zealand and subject to the terms and conditions of this Policy.

This Liability Cover is Also Extended:

- a) To You while You are using another Motorcycle with the permission of its owner provided its not:
  - i) owned by You or being leased to You.
  - ii) being purchased or hired to You under any form of hire or purchase agreement.
- b) To any other person using Your Motorcycle with Your permission, but subject to the terms and conditions of the policy.
- c) To protect Your employer while Your Motorcycle is being used by You (or a fellow employee with Your permission) on Your employer's business or while You are riding another Motorcycle as a servant or agent of Your employer.
- d) To cover defence, inquiry costs and expenses incurred by You with Our consent plus any costs and expenses (excluding fines) awarded against You. Provided that there is no cover under any of these extensions if there is any cover provided for that person, property or Motorcycle under any other policy.

## AMOUNT PAYABLE

### SECTION 1 – YOUR MOTORCYCLE

**We will at Our discretion;**

1. Repair or replace Your Motorcycle.
2. Pay You the reasonable cost of repairing or replacing Your Motorcycle.
3. Pay You the agreed value or Market Value of Your Motorcycle (whichever is applicable) noted on Your Certificate of Insurance.

### SECTION 2 – THIRD PARTY LIABILITY

Our liability in respect to any one claim or series of claims arising from one occurrence shall not exceed \$1,000,000 for property damage and \$1,000,000 for Injury and our total aggregate liability in respect of any one claim or series of claims arising from one occurrence for property damage and Injury combined shall not exceed \$1,000,000.

## WHAT YOU ARE NOT COVERED FOR (EXCLUSIONS)

### SECTION 1 – YOUR MOTORCYCLE

1. The Excess: As shown on Your most recent Certificate of Insurance or Your most recent Renewal Notice. Please note: notwithstanding the above, the Excess for all Total Loss Claims shall be applied to the Market Value or the Sum Insured whichever is the lesser.
2. Loss or damage caused by normal wear and tear, corrosion, any existing defects and any consequential loss associated with the Motorcycle's depreciation.
3. Damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems unless it occurs at the same time as other damage to the Motorcycle for which a claim is payable under the policy.
4. Theft of any accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's place of storage.

### SECTION 2 – THIRD PARTY LIABILITY

**You or any other person to whom the section has been extended are not covered for:**

1. The Section 2 Excess shown in the Certificate of Insurance in respect of each and every claim.
2. Loss or damage to property belonging to or under the care, custody or control of any person covered under this policy or Injury to any person which is as a result of an accident which happens whilst that person is either the rider or passenger of Your Motorcycle.
3. Any responsibility which You or Your Rider have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the rider responsible.
4. Any liability to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You.
5. Liability for personal injury as defined in the Accident Compensation Act 2001 and/or for which cover is provided under the Accident Compensation Act 2001.



## YOU ARE NOT COVER FOR (EXCLUSIONS)

### SECTION 1 AND 2

1. Any loss or damage or liability while any Motorcycle in connection with which insurance is granted under the Policy is:
  - a) Left unattended, unless it is in a Locked Place of Storage or Building or the steering has been locked and keys have been removed, this exclusion applies to claims for the Theft of Motorcycle only.
  - b) Let out on hire or is used for the business or carrying fare paying passengers
  - c) Being tested in preparation for or engaged in any racing pace making, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event.
  - d) Participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us.
  - e) Being used otherwise than in accordance with the Description Of Use or not being used for the purpose it was designed or not as a Motorcycle as defined in the Transport Act 1962 or any Act in substitution.
  - f) Being ridden by any person who does not have a licence which is in full force and effect at the time and place of the accident or is not complying with the conditions of his or her licence except:
    - i) If he or she is being taught to ride and is complying with all the requirements of the law and is of an age to obtain a licence to ride the Motorcycle.
    - ii) If he or she has held but not renewed a licence and is not disqualified from holding or obtaining a licence without a further driving test.
  - g) Being ridden by any person who is a new resident or visitor to New Zealand and who first entered New Zealand more than 12 months ago and who holds either an overseas licence or an international driver's licence only.
  - h) Being ridden in either an unsafe or unroadworthy condition or is being ridden in a manner likely to cause an accident.
  - i) Being ridden by any person who: At the time of any event giving rise to claim under this policy has proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law.
  - j) Following an event giving rise to a claim under this Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so.
  - k) Arising out of the circumstances giving rise to any claim under the Policy is convicted of any alcohol or drug related breach of the law governing the use of Motorcycles.
  - l) Is under the influence of alcohol or drugs where alcohol or drugs contribute in any way to the accident.
  - m) Leaves the scene of the accident when it is an offence to do so.

2. Any loss or damage or liability caused by or arising from:
  - a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power.
  - b) Confiscation or requisition by order of any public authority.
  - c) Nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.
3. Any loss or damage liability: Which is recoverable under the Accident Compensation Act 2001 or any Act in substitution.

## GENERAL INFORMATION

### RIDING EXPERIENCE

This insurance has been arranged on the basis of information supplied by You. We have specifically asked You in the Insurance Proposal in relation to Your Motorcycle ownership in the last 5 years. The answer to this question affects the terms and conditions of Your Policy. It may be that the terms of insurance would have been different or We would not cover You if the answer to this question was not entirely correct and truthful. Please read the section entitled "Your Duty of Disclosure" in this Policy.

### CHANGE OF MOTORCYCLE

Cover is provided if You purchase another Motorcycle to replace the Motorcycle described on the Certificate of Insurance, and You have:

- Notified Us within 21 days of its purchase; and
- We have agreed to cover it under the policy; and
- You have agreed to pay Us the premium We require for it.
- If You sell or agree to sell or in any way transfer Your interest in Your Motorcycle, the cover provided by this Policy is automatically cancelled unless We have agreed otherwise in writing.

### MODIFY YOUR MOTORCYCLE

You must tell Us if You modify Your Motorcycle from the manufacturer's original specifications or if there is a significant change in the use of Your Motorcycle. If You do not provide Us with this information You may not be covered in the event of a claim.

When You provide this information to Us We may alter the terms and conditions of the policy and this may involve the payment of an additional premium. Alternatively, We may cancel the policy or decide not to offer renewal.

## REPLACEMENT PARTS WARRANTY

It is agreed that in the event of an accident to Your Motorcycle necessitating the manufacture of new parts or the importing of parts and accessories. Our liability shall be limited to the latest list price in New Zealand of such parts or accessories or the price of the closest New Zealand equivalent or the cost of making a new part, whichever is the lesser. It is further agreed We will not be liable for any costs incurred.

- Due to the inability of any repairer to match existing paint.
- To replace any part of accessory that has not suffered accidental damage.

## OTHER INTERESTED PARTY

Where any Motorcycle is mortgaged or subject to Hire Purchase Agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss under Section 1 will be made to such Interested Party whose receipt will discharge Us completely.

## WHAT HAPPENS IF YOU NEED TO MAKE A CLAIM?

### What You must do;

- Promptly take all reasonable and responsible precautions to prevent any further loss or damage or theft of Your Motorcycle;
- Make a report to the Police if You are involved in an accident with a third party, inform the Police if it appears that there has been arson, theft, burglary or malicious damage and cooperate fully with the Police with any investigation and/or prosecution;
- Contact Us and tell Us details of what has happened;
- Complete Our claim form and any other form We ask You to complete;
- Do not dispose of any damaged property;
- Tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
- Allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must co-operate fully in any recovery action;

## YOU MUST NOT AUTHORISE REPAIRS TO YOUR MOTORCYCLE WITHOUT OUR CONSENT.

If We agree You have a claim, only We have the right to:

- Make or accept any offer or payment, or in any other way admit You are liable.
- Settle or attempt to settle any claim, or
- Defend any claim.

## WHEN WE MAY REFUSE A CLAIM

We may refuse a claim if amongst other things:

### When making a claim, You;

- Are not truthful,
- Have not given Us, or refuse to give full and complete details, or
- Have not told Us something You should have.

### You do not at all times take reasonable care to:

- Prevent theft of the Motorcycle.
- Protect Your Motorcycle against any initial or further loss or damage.
- Keep Your Motorcycle in good order.
- You do not give Us the documentation and information We may need to help Us decide on any amount that We may pay You.

### You do any of the following without Our knowledge and consent:

- Make or accept any offer or payment, or in any other way admit You are liable.
- Settle or attempt to settle any claim.
- Defend any claim.

## **CANCELLING YOUR INSURANCE**

You can cancel the policy at any time by telling Us in writing that You want to cancel it. Where the insured involves more than one person We will only cancel the policy when a written agreement to cancel the policy is received from all of them.

We will refund any premium You have paid, less an amount that covers the period for which You were insured, unless there has been a total loss.

We can cancel Your insurance by giving You 14 days prior written notice to Your last known address in any of the circumstances set out below:

- If You have not paid the premium, or
- If Your claim is fraudulent in any way, or
- If You breach any of the terms of this policy.

We will refund any premium You have paid, less an amount that covers the period for which You were insured, unless there has been a total loss.

### **MONEY BACK GUARANTEE**

If You decide that Your insurance cover doesn't meet Your needs, for whatever reason, and You have not made a claim, You can return Your policy within 14 days of the start of Your insurance and receive a full refund. You will receive a full refund of any premiums paid (less any taxes or duties We cannot recover). It's called Your Cooling Off Period and it's as simple as that.

### **GOODS AND SERVICES TAX**

Where any part of this policy specifies any sum insured this amount includes GST.

### **JURISDICTION**

The law of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this policy. Any compensation awarded to costs or expenses of litigation outside New Zealand are not covered.

### **YOUR DUTY OF DISCLOSURE**

We rely on the information You provide Us with, to decide whether to insure You and the terms on which We will insure You.

To comply with Your duty of disclosure when first entering into an insurance contract with Us You must tell Us everything You know that a prudent insurer would want to take into account in deciding whether to accept the insurance and if so, on what terms. This applies to every insured under the policy.

You do not have to tell Us anything that is common knowledge that We should know through Our business, that reduces the risk of a claim, or that We tell You We do not need to know.

### **NON DISCLOSURE**

If an insured fails to comply with their duty of disclosure, We are entitled to avoid the contract of insurance and reject any claim under it.



Administered by NM Insurance  
NM Insurance Level 5, 63 Albert Street Auckland 1010  
**Phone:** 0800 664 678 **Email:** [customerservice@nminsurace.co.nz](mailto:customerservice@nminsurace.co.nz)  
[www.ymi.co.nz](http://www.ymi.co.nz)