



## Triumph Rider Insurance Policy Wording

### WELCOME

Thank you for choosing us to help look after your valuable asset. This document explains what you are covered for, some important information about your responsibilities, and what to do if you need to make a claim. It is designed to be read together with your certificate of insurance which shows who and what is covered, when your cover starts and ends, and the cost of the policy. The certificate will also show if any extra benefits, limits or special restrictions apply to your policy. The proposal and declaration you completed requesting the cover also forms part of the contract.

### INSURER DETAILS

This insurance is issued by Protecta Insurance New Zealand Limited (NZ Company No 312700) of 110 Symonds Street, Grafton, Auckland 1010 (**Protecta**) as agent for Virginia Surety Company Inc, New Zealand branch (a US incorporated company with NZ Company No 920655) of Unit 3, Level 2, 73 Manchester Street, Christchurch 8011 (**VSC**). The insurance is underwritten by VSC. Protecta and VSC are part of the Assurant, Inc. group.

### 15-DAY MONEY BACK GUARANTEE

If you are not happy with your policy for any reason you can cancel it within 15 days of the start date and, if you haven't made any claims, we will refund any premium you have paid.

### TRUE STATEMENTS

Any statements you or any other party make to us when you apply for cover, renew or modify your policy or make a claim, must be true and complete. You must tell us all information you know or could be expected to know, which would influence us to accept your application or on what terms and at what cost. We may reduce or decline your claim or cancel your policy if any statements made are found to be false.

### WHEN YOU NEED TO CONTACT US

Our experienced staff are here to help. Call us on 0800 776 832 or email us at [nz.contact@assurant.com](mailto:nz.contact@assurant.com) if you have any questions about your cover or for help with a claim.

There are also times when you need to contact us to keep us up to date with important information that may affect your cover or the premium you pay. This is commonly known as your Duty of Disclosure. Let us know immediately if:

- your address changes
- you change your motorcycle
- where you park your motorcycle overnight changes, for example if you did have it in a locked garage and it's now in a driveway or on the road, or if it's now more secure than it was
- you (or anyone else who rides the motorcycle) has any criminal or driving or riding convictions, or if their licence is suspended, endorsed or cancelled
- someone else becomes a regular rider of the motorcycle
- your motorcycle has had any non-factory fitted modifications, or if modifications have been changed or removed
- your motorcycle was stolen but has been recovered
- you now use your motorcycle for a purpose different to what is shown on your certificate
- your motorcycle was subject to a loan or hire purchase agreement that has been repaid

If you don't inform us of any relevant changes immediately, we may change what you are covered for, how much you pay, or we may decide to decline a claim or cancel your policy.

### WORDS WITH SPECIAL MEANINGS

Some words and phrases in this document have special meanings. A list of these words and their meanings is provided at the end of this document under **DEFINITIONS**.

### TYPES OF COVER

Your certificate will show that you have either Full Cover, Third Party Fire & Theft cover, Fire Theft & Transit cover or Storage cover. Each of these types of cover have different benefits so it's important to make sure you are reading the part of this document that matches the cover shown on your certificate.

## CONTENTS

Welcome .....	1
Insurer Details .....	1
15-day money back guarantee .....	1
True statements .....	1
When you need to contact us.....	1
Words with special meanings.....	1
Types of cover .....	1
What your motorcycle can be used for .....	2
Who can ride your motorcycle?.....	2
What you Are insured for if you have Full Cover .....	2
What you ARE insured for if you have Third Party, Fire and Theft cover.....	5
What you Are insured for if you have Fire, Theft and Transit cover .....	6
What you ARE insured for if you have Storage cover.....	6
If you need to make a claim .....	7
General conditions.....	8
What we won't pay for .....	10
Definitions.....	11

## WHAT YOUR MOTORCYCLE CAN BE USED FOR

Your certificate will show if your motorcycle is covered for recreational riding, commuting or for business use.

If you are covered for recreational riding, your motorcycle is covered while you are using it for private and domestic purposes, including farm and community work. Your motorcycle isn't covered if you are using it for any business, profession, or occupation purposes.

If you are covered for commuting, your motorcycle is covered for recreational riding and also when you are riding to and from your employment or educational facility.

If you are covered for business use, your motorcycle is covered for recreational riding, commuting and if you use it for a business, profession, or occupation purposes, including working as a salesperson.

We don't cover your motorcycle if it is being used for courier or delivery work (including food delivery), for paid riding instruction if you are the instructor, for any hire arrangement or if you are carrying fare-paying passengers.

## WHO CAN RIDE YOUR MOTORCYCLE?

Anyone with a relevant, valid New Zealand or international driver's licence is insured to ride your motorcycle, provided they follow any restrictions of their licence, including time limits for international riders. If the restrictions of their licence are not followed, they may not be covered.

It is also important that learner and restricted licence holders adhere to the rules of the Learner Approved Motorcycle Scheme (LAMS). A full list of learner-approved motorcycles, and what modifications are permitted to them, is available on the NZTA website [www.nzta.govt.nz](http://www.nzta.govt.nz)

It is important that you tell us if anyone riding the motorcycle has had any convictions. You must also tell us if someone not named on your policy becomes a regular rider of the motorcycle.

## WHAT YOU ARE INSURED FOR IF YOU HAVE FULL COVER

If your certificate shows you have full cover, we will pay up to the agreed value shown on your certificate for accidental loss or damage to your motorcycle that happens anywhere in New Zealand during the cover period. If your motorcycle can be repaired, we will decide whether to repair the motorcycle or to pay you the cost of repairing the motorcycle.

The following benefits are also included in your cover:

### **Legal liability**

We will cover your legal liability if you accidentally damage someone else's property or cause them personal injury. The event must involve your motorcycle and have happened in New Zealand during the cover period.

We will pay up to \$10,000,000 for property damage and up to \$1,000,000 for personal injury, but no more than \$10,000,000 in total for any one event.

This cover also includes the following, but only if there is no cover already provided under any other policy:

- damage to the personal baggage and clothing of your passenger
- cover for you while you are riding someone else's motorcycle with their permission if you don't own the motorcycle or are not hiring or purchasing it
- cover for any other person who is riding your motorcycle with your permission, including if it is being used for your employer's business
- any defence or enquiry expenses you incur with our agreement, plus any costs or expenses awarded against you, but it doesn't cover any fines

We won't cover

- the standard excess shown on your certificate.
- any loss or damage to property that belongs to you or that is in your custody or control unless it belongs to a passenger on your motorcycle
- any responsibility that you agree to if the law could not otherwise hold you responsible
- any fines or exemplary or punitive damages awarded against you

### **New for old**

If your motorcycle is less than two years old, you are the first owner from new, and you have insured the motorcycle continually with us, if your motorcycle becomes a total loss, we will replace it with one of the same make and model, if one is available locally. You can instead choose to receive payment of the agreed value shown on your certificate for the total loss.

### **Changing your motorcycle**

If you change your motorcycle or buy an additional motorcycle, we will automatically cover the new motorcycle for up to 30 days for a maximum of \$50,000, on the same terms and conditions as your current motorcycle. You must give us full details of the new motorcycle within 30 days and agree to pay any additional premium we require. If you don't do so, the 30 day cover will not apply.

If you sell or transfer your interest in your motorcycle, your cover will automatically cease unless we agree otherwise in writing.

### **If an accident wasn't your fault**

If we accept that an accident wasn't your fault and you can provide us with the name, address and phone number of the at fault driver and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

**If we accept a claim for loss or damage to your motorcycle, the following automatic benefits may also be paid.**

### **Emergency costs**

We will cover up to \$1,000 in total for the following emergency costs:

- Removing any debris from a road or parking area.
- Removing your motorcycle to the nearest repairer or place of safety, or the cost of essential emergency repairs so you can get the motorcycle to your destination or to a repairer.
- We will also cover the cost of returning your motorcycle to your home after it has been repaired or is recovered after being stolen.

If your motorcycle can't be ridden, we will also pay reasonable costs up to \$1,000 for accommodation and transport for you and your passenger to either complete your journey or return to your home. You can only claim this benefit once in any cover period.

### **Matching sets**

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set.

### **Personal injury**

If you or your passenger are involved in an accident on your motorcycle and suffer an injury, we will pay up to \$300 for medical, surgical, or dental expenses, or \$5,000 if the injury results in death within 90 days. These payments are limited to \$300 and \$5,000 respectively for any one accident.

### **Riding apparel cover**

We will pay up to \$3,000, less depreciation for age, to replace riding apparel worn by any named rider or their passenger.

### **Keys & Locks**

We will pay up to \$2,000 to replace your keys and locks and any associated security electronics if your motorcycle's keys are lost, stolen, or illegally duplicated. This benefit is independent of a claim for loss or damage of the motorcycle. You won't have to pay an excess for this benefit.

### Natural disaster

We will pay up to the agreed value if your motorcycle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity or wildfire.

### Marine general average

You are covered for general average and salvage charges that are legally payable by you if your motorcycle is being carried by ship between ports in New Zealand.

### Roadside assistance

Where this benefit is included on your certificate and your motorcycle suffers one of the problems listed below, call 0800 776 832, select option one and state that you are an Assurant customer and quote either your policy number or registration number. This benefit provides unlimited callouts for the cover period. Roadside assistance is provided and controlled by First Rescue New Zealand Limited and is separate from your insurance contract.

- **Tyre** - If the vehicle has a spare tyre, First Rescue will dispatch a provider to remove the flat tyre and fit the vehicle spare wheel. If the spare wheel is flat or has no spare (for example vehicle has collapsible tyres or a Tyre Mobility System) First Rescue will pay for a provider to assist the caller, refill the tyre or to transport the vehicle to the nearest approved repairer or place of safety.
- **Flat battery/jump start** - If the vehicle cannot be jump started due to the battery requiring replacement, the vehicle will be referred or transported to the nearest approved repairer.
- **Out of fuel** - First Rescue will arrange, free of charge, the delivery of 5 litres of petrol or diesel.
- **Out of charge (EV)** - First Rescue will send out an EV Charging van to provide a top up charge (up to 10 kilometres of charge) or a transportation provider to transport the vehicle to the closest charging station, the customers home or business address.
- **Lost Keys** - If you lose your keys, First Rescue will provide all reasonable assistance (subject to proof of ownership shown) to:
  - locate and deliver a spare key; or
  - arrange for the rider to retrieve the spare key if this is more practical.

In all other situations where the key is not available, First Rescue will arrange to transport the vehicle to a dealer. First Rescue will not be responsible for any damage incurred, or for any repair costs that result from moving the vehicle while it is locked. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility. These additional costs maybe claimable under your policy and subject to any applicable excess. Please contact Assurant claims on 0800 776 832.

- **Lockout assistance** - (keys locked in vehicle) First Rescue will dispatch a provider to unlock the vehicle or if more convenient, arrange for the spare set of keys to be delivered to the rider. A limit of \$200.00 (inc. GST) applies to this benefit. All additional costs are owners' responsibility.
- **Mechanical breakdown** - First Rescue will dispatch a provider to transport the vehicle to the nearest Assurant approved repairer or place of safety.
- **Vehicle Repatriation** - Where a vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner's home and the repairs will take longer than 24 hours, the owner may elect to continue the journey by alternative means. If required, First Rescue will arrange for the vehicle to be transported to the customer's home or ultimate destination - whichever is the shorter. Alternatively, the owner/rider may choose to be repatriated back to the repairer to collect the vehicle.
- **Towed Vehicle Support** - If the vehicle has a mechanical issue and was towing any form of registered trailer, First Rescue will transport the trailered vehicle to a place of safety.
- **Rental car** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/rider normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/rider will be entitled to a rental car to a cost of \$120 per day and a maximum of three days rental. Rental vehicle insurance waiver reduction and petrol costs remain the responsibility of the owner/ rider.
- **Accommodation (in lieu of a rental vehicle)** - If the vehicle is immobilised as a result of a mechanical failure greater than 100 kilometres from the owner/rider normal place of residence (as registered in the program), and cannot be repaired within 24 hours, the owner/rider will be entitled to accommodation costs, (room charge only) of up to \$360 to a maximum of three nights.
- **Accident/Collision Assistance** - If the vehicle is involved in a motor vehicle accident, after ensuring all parties are safe First Rescue will provide advice/referral to the owner/rider and if requested, organise an accident/tow provider to attend and transport the vehicle to an approved repairer or place of safety. Transportation/storage costs remain the responsibility of the owner/rider.
- **Taxi** - Provision of a taxi (20kms radius or \$80 inclusive of GST) where the vehicle is non- operational due to mechanical defect or where there are more than two persons travelling with the vehicle.
- **Emergency contact** - In the event of a breakdown or accident, First Rescue can connect their call to family members, friends, or business associates to notify them of any possible delays.
- **Windscreen/glass repair or replacement** - First Rescue will refer the owner/rider to the nearest Assurant approved repairer or automotive glass specialist repairer.

There are some instances where Roadside Assistance will not respond or cover:

- Vehicles used in racing, rallies, speed or duration testing or any practice thereof.
- Claims arising from the loss or damage to the contents of the vehicle.

- Claims arising from damage caused through the forced entry of a vehicle in any attempt to unlock and recover keys locked in the vehicle, whereby the owner/rider has been fully briefed on the risk and situation by the First Rescue provider in attendance, and the owner/rider has subsequently agreed to sign the indemnity form offered by the provider prior to commencing forced entry/unlock of the vehicle.
- Claims arising from a recurring electrical or mechanical failure resulting from improper care or vehicle maintenance, or vehicle servicing where a known fault and repair has been neglected.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to other adverse road or weather-related conditions.
- Vehicles being bogged/trapped in off road conditions, and not accessible by normal two-wheel drive recovery vehicles.
- Vehicles located off designated public roads (other than private residence), and not accessible by normal two-wheel drive recovery vehicles.
- Any vehicle exceeding 3.5 tonnes Gross Laden Weight.
- Vehicle has been left unattended.
- Any vehicle nominated and/or registered to the AA Roadside Assistance program.
- Vehicles not displaying a current motor vehicle registration certificate and warrant of fitness.
- Costs relating to parts, labour or any associated costs for the repair of the vehicle outside of the benefits listed shall be at the owner/riders expense.
- Multiple callouts for the same fault for the same vehicle where the owner/rider or service agent has not completed the remedial repairs within the calendar month.
- Non warranty events - First Rescue will continue to support the customer at their time of need however once the vehicle is transported to the authorised dealer or service agent and the fault is deemed not to be covered under warranty or is deemed as accident damage that the event costs be included into the dealer repair invoice to the customer i.e., incorrect fuel, punctured radiators, water hoses etc.

### **WHAT YOU ARE INSURED FOR IF YOU HAVE THIRD PARTY, FIRE AND THEFT COVER**

If your certificate shows you have third party, fire and theft cover, we will pay up to the agreed value shown on your certificate for accidental loss or damage to your motorcycle caused by fire or theft, that happens anywhere in New Zealand during the cover period. If your motorcycle can be repaired, we will decide whether to repair the motorcycle or to pay you the cost of repairing the motorcycle.

The following benefits are also included in your cover:

#### **Legal liability**

We will cover your legal liability if you accidentally damage someone else's property or cause them personal injury. The event must involve your motorcycle and have happened in New Zealand during the cover period.

We will pay up to \$10,000,000 for property damage and up to \$1,000,000 for personal injury, but no more than \$10,000,000 in total for any one event.

This cover also includes the following, but only if there is no cover already provided under any other policy:

- damage to the personal baggage and clothing of your passenger
- cover for you while you are riding someone else's motorcycle with their permission if you don't own the motorcycle or are not hiring or purchasing it
- cover for any other person who is riding your motorcycle with your permission, including if it is being used for your employer's business
- any defence or enquiry expenses you incur with our agreement, plus any costs or expenses awarded against you, but it doesn't cover any fines

We won't cover

- the standard excess shown on your certificate.
- any loss or damage to property that belongs to you or that is in your custody or control unless it belongs to a passenger on your motorcycle
- any responsibility that you agree to if the law could not otherwise hold you responsible
- any fines or exemplary or punitive damages awarded against you

#### **Uninsured driver extension**

We will cover accidental loss or damage to your motorcycle caused by an uninsured driver. The most we will pay is \$3,000, including the cost of recovery. We must be satisfied that you didn't contribute to the accident, and you have supplied us with the name and address of the person responsible for the accident, and the registration number of their vehicle.

#### **New for old**

If your motorcycle is less than one year old, you are the first owner from new, and you have insured the motorcycle continually with us, if your motorcycle becomes a total loss, we will replace it with one of the same make and model, if one is available locally. You can instead choose to receive payment of the agreed value shown on your certificate for the total loss

### **Changing your motorcycle**

If you change your motorcycle or buy an additional motorcycle, we will automatically cover the new motorcycle for up to 30 days for a maximum of \$50,000, on the same terms and conditions as your current motorcycle. You must give us full details of the new motorcycle within 30 days and agree to pay any additional premium we require. If you don't do so, the 30 day cover will not apply.

If you sell or transfer your interest in your motorcycle, your cover will automatically cease unless we agree otherwise in writing.

**If we accept a claim for loss or damage to your motorcycle, the following automatic benefits may also be paid.**

### **Emergency costs**

We will cover up to \$1000 in total for the following emergency costs:

- Removing any debris from a road or parking area.
- Removing your motorcycle to the nearest repairer or place of safety, or the cost of essential emergency repairs so you can get the motorcycle to your destination or to a repairer.
- We will also cover the cost of returning your motorcycle to your home after it has been repaired or is recovered after being stolen.

If your motorcycle can't be ridden, we will also pay reasonable costs up to \$1000 for accommodation and transport for you and your passenger to either complete your journey or return to your home. You can only claim this benefit once in any cover period.

### **Matching sets**

If a wheel is part of a matching set and is lost or damaged and can't be repaired, if we can't match the lost or damaged wheel, we will replace all the items in the set.

### **Keys & Locks**

We will pay up to \$2,000 to replace your keys and locks and any associated security electronics if your motorcycles keys are lost, stolen, or illegally duplicated. This benefit is independent of a claim for loss or damage of the motorcycle. You won't have to pay an excess for this benefit.

### **Natural disaster**

We will pay up to the agreed value if your motorcycle is damaged by wildfire.

### **Marine general average**

You are covered for general average and salvage charges that are legally payable by you if your motorcycle is being carried by ship between ports in New Zealand.

## **WHAT YOU ARE INSURED FOR IF YOU HAVE FIRE, THEFT AND TRANSIT COVER**

If your certificate shows you have fire, theft and transit cover, we provide the benefits described below for loss or damage that happens in New Zealand during the cover period.

### **Accidental loss or damage**

We will pay up to the agreed value shown on your certificate for accidental loss or damage to your motorcycle that happens anywhere in New Zealand during the cover period, caused by fire, theft or impact. The motorcycle must not be in use and the engine not running at the time the loss or damage happens. If your motorcycle can be repaired, we will decide whether to repair the motorcycle or to pay you the cost of repairing the motorcycle.

### **Changing your motorcycle**

If you change your motorcycle or buy an additional motorcycle, we will automatically cover the new motorcycle for up to 30 days for a maximum of \$50,000, on the same terms and conditions as your current motorcycle. You must give us full details of the new motorcycle within 30 days and agree to pay any additional premium we require. If you don't do so, the 30 day cover will not apply.

If you sell or transfer your interest in your motorcycle, your cover will automatically cease unless we agree otherwise in writing.

### **Natural disaster**

We will pay up to the agreed value if your motorcycle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity or wildfire.

### **Marine general average**

You are covered for general average and salvage charges that are legally payable by you if your motorcycle is being carried by ship between ports in New Zealand.

## **WHAT YOU ARE INSURED FOR IF YOU HAVE STORAGE COVER**

If your certificate shows you have storage cover, we provide the benefits described below for loss or damage that happens in New Zealand during the cover period.

**Accidental loss or damage**

We will pay up to the agreed value shown on your certificate for accidental loss or damage to your motorcycle that happens anywhere in New Zealand during the cover period, caused by fire, theft or impact while it is in a locked building. The motorcycle must not be in use and the engine not running at the time the loss or damage happens. If your motorcycle can be repaired, we will decide whether to repair the motorcycle or to pay you the cost of repairing the motorcycle.

**Changing your motorcycle**

If you change your motorcycle or buy an additional motorcycle, we will automatically cover the new motorcycle for up to 30 days for a maximum of \$50,000, on the same terms and conditions as your current motorcycle. You must give us full details of the new motorcycle within 30 days and agree to pay any additional premium we require. If you don't do so, the 30 day cover will not apply.

If you sell or transfer your interest in your motorcycle, your cover will automatically cease unless we agree otherwise in writing.

**Natural disaster**

We will pay up to the agreed value if your motorcycle is lost or damaged by storm, flood, earthquake, volcanic eruption, tsunami, hydrothermal activity or wildfire.

**IF YOU NEED TO MAKE A CLAIM**

If something happens that you think may result in a claim, as soon as possible you should

- make sure everyone is safe if there has been an accident
- let the police know if arson, theft or malicious damage is involved
- call Assurant on 0800 776 832, or
- email to [nz.motorteam@assurant.com](mailto:nz.motorteam@assurant.com)

If there has been an accident, collect the drivers name, address, and phone number, and the registration number of any other vehicles involved. Also collect the name and contact details of any witnesses. It is also helpful to have their insurance details.

You must try to limit further damage but do not make any repairs, other than emergency repairs, without our permission. It's also important that you don't admit fault or incur any third-party costs.

You will be sent a claim form to complete and should return this to Assurant within 30 days, either by email or by posting to PO Box 37371, Parnell, Auckland 1151.

You must let us know of any claim made against you and co-operate fully with us to settle or defend the claim on your behalf, including giving us any letters, notices, or court documents you receive, providing written statements and interviews about the claim and giving evidence in court. We will decide whether to defend or settle any claim against you.

**Excess**

You must contribute the relevant excess shown on your certificate as the first amount of any claim under the policy.

You'll be asked to pay the excess either to us or directly to the repairer, or we may deduct the excess from the claim before paying it.

If we accept that an accident wasn't your fault and you can provide us with the name, address and phone number of the at fault person and the registration number of their vehicle, we won't apply your excess or penalise you when your policy renews.

**Accidental damage**

If we accept a claim for the accidental damage of your motorcycle, we will decide if it can be repaired and will recommend a repairer, or we may choose to pay the cost of repairs to you.

**Replacement parts**

If the damage requires the replacement of parts, we will pay the lowest of the latest known list price in New Zealand, or the closest equivalent part available in New Zealand, or the cost of having a new part made in New Zealand. We won't pay for any part or accessory that isn't damaged. For existing paintwork, we will only fix the areas damaged, and will not cover the paintwork in other areas if the paint cannot be matched.

**Contributing to repairs**

If the motorcycle is worth more money or is in significantly better condition after the repairs than it was before the accident, we may ask you to contribute to the cost of the repairs.

**Total loss**

If we accept a claim and decide that your motorcycle can't be repaired or has been stolen and not recovered, we will pay the agreed value amount shown on your certificate. The policy will then automatically end, and the motorcycle will become our property. If you have paid your premiums by instalment, you must pay the balance of the annual premium before the claim is paid, or we may choose to deduct the unpaid premium from the claim.

**Interested party**

If your motorcycle is subject to a loan or hire purchase agreement, we may make a claim payment to the interested party, and this will discharge our obligations under the policy. If you have repaid the loan or hire purchase, please let us know so we can update our records.

**GENERAL CONDITIONS****Riding experience**

Your policy has been arranged on the basis of the information you have supplied to us, including details of your motorcycle ownership history in the last 3 years. If the answers to these questions are not entirely correct and truthful, your cover may be affected.

**Agreed value and revaluing your motorcycle**

Each year when your policy renews, we may adjust the agreed value of your motorcycle based on changes in the market, depreciation, and the retail value. This revised value will be shown on your renewal offer and can be discussed with us at any time.

**Changes to the policy**

We can change the terms of your policy by writing to you at your last known postal or email address, if:

- laws governing the policy change in any significant way
- we increase the level of cover provided or add additional cover
- we move all those with similar policies to a refreshed policy with improved formatting and similar levels of cover
- there is a very high level of claims that would not be commercially sustainable at current premiums.

Any changes would take effect 14 days after the date of the letter.

**Cancellations**

You can cancel the policy within the first 15 days of purchasing it if you change your mind. We'll refund any premium paid as long as you haven't made a claim. Just write to Assurant, PO Box 37371, Parnell, Auckland 1151 or by email to [nz.contact@assurant.com](mailto:nz.contact@assurant.com)

You can cancel your policy and receive a pro-rate refund at any time by giving 7 days written notice to Assurant, PO Box 37371, Parnell, Auckland 1151 or by email to [nz.contact@assurant.com](mailto:nz.contact@assurant.com)

In either case, if your motorcycle is subject to finance, you will need agreement from the interested party before we can cancel the policy.

We can cancel your policy at any time if you don't comply with any of the terms of the policy, if you don't pay the premium or you have made a fraudulent claim. You will be notified in writing to your last known postal or email address and cancellation will be effective at 4pm on the 7<sup>th</sup> day after the letter was sent.

**Paying your premium**

Your policy is an annual contract, and you can choose to pay the premiums annually in full or by instalments. It is very important that your premium payments are made on time to ensure your cover remains in place.

If you pay annually and your premium remains unpaid past the start or renewal date, cover will automatically terminate from the start or renewal date.

If you pay by instalments and your premium instalment remains unpaid past the due date, we will attempt to collect the premium a second time. If we are not successful, cover will automatically terminate from when the unpaid premium was first due.

Your premium must be up to date before we will pay a claim, including the full annual premium if your claim is for a total loss. We will either withhold payment of a claim until the premium is paid or deduct the premium from the claim payment.

**Selling your motorcycle**

As soon as you sell or agree to sell or transfer your interest in your motorcycle, the cover provided by this policy is automatically cancelled unless we have agreed otherwise in writing.

**Your obligations**

You and any other person in charge of your motorcycle must take all reasonable steps to make sure the motorcycle is kept safe and protected from possible loss and is kept in a roadworthy condition. You must also not cause loss or incur any liability by any unreasonable, irresponsible or reckless act such as leaving your unattended motorcycle running, leaving your motorcycle unlocked, leaving valuables on visible display or failing to report or action lost or stolen keys and leaving keys to your motorcycle inside another vehicle.

**Joint insureds**

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



### **Other insurance**

If any loss, damage or liability that is covered by this policy is also covered by any other policy that was issued before this policy, we will only pay over and above the cover provided by the other policy.

### **Goods & services tax (GST)**

All amounts referred to in this policy include any GST that may apply.

### **New Zealand dollars**

All figures in this policy are in New Zealand dollars and all claims are paid in New Zealand dollars.

### **New Zealand law**

The laws of New Zealand apply to this policy and the courts of New Zealand have exclusive jurisdiction over any legal proceedings about it.

## **PROTECTA PRIVACY POLICY**

Please refer to Protecta's privacy policy which sets out its respective rights and obligations in more detail as regards these matters and which can be found at <https://www.assurant.nz/privacy-policy> .

This Privacy Policy describes how Protecta collects, protects, uses and discloses personal information it holds about you.

### **When and how we collect customer information**

- Request a quote and/or arrange a policy through our agent or directly with us online or over the phone.
- When you call us, or we call you, we may record your call for training and quality assurance purposes.
- Lodge a claim on your policy with us.

### **How we use the information we collect about you**

- Confirm your identity before responding to your query about your claim, policy, change of address etc.
- Registering and managing your claim.
- Share your information with third party service providers including service centres, assessors and other third parties involved in the management of your claim.
- Communicate with you about the progress of your claim or policy and periodically about other products and services that we believe may be of interest to you.
- Provide statistical information to our actuaries which may include some of your personal information.
- Respond to government agencies when requested to confirm your identity, policy and claims history, last known address and contact details.
- Use your information to conduct credit checks when assessing your claim.
- Obtain your credit card details or setup a direct debit for the payment of your policy premiums.
- Administer your policy or contact details.

### **Procedures we follow to protect your privacy**

We will always require you to respond to a series of questions aimed at verifying your identity prior to sharing information. This step ensures that you are the authorised person listed on the policy or have the appropriate authorisation to communicate on your behalf.

### **What we will not do**

- Answer your query if we have not been able to identify you.
- Register a claim or provide you with updates about your claim if we have been unable to verify your identity as a person authorised on the policy.
- Provide you with unsolicited communication.
- Disclose your personal information with any third party without your explicit consent unless it is required as a matter of law.
- Sell your personal information to anyone else.

## **VSC PRIVACY POLICY**

Pursuant to the Privacy Act 2020, please note the following information:

Under this Insurance Policy, information is collected about You. The information collected is held by VSC and used by VSC (and their contractors and agents) to administer Your Insurance Policy. If You do not provide this information, We may decline Your request to purchase the Insurance Policy. You have the right to access, and request correction of this information, subject to the provisions of the Privacy Act 2020.

Please refer to VSC's privacy policy which sets out its respective rights and obligations in more detail as regards to these matters and which can be found at <https://www.assurant.nz/privacy-policy>.

If You have any questions about the information collected about You, please contact the VSC at [customerfeedback@assurant.com](mailto:customerfeedback@assurant.com)

### **Dispute Resolution Process**

Assurant (Virginia Surety Company, Inc., as Insurer) is a member of the Insurance and Financial Services Ombudsman (IFSO). If a complaint should arise, you may contact Assurant directly. If your complaint is not able to be resolved immediately by the person You are dealing with, it will initiate Assurant's Internal Dispute Resolution (IDR) process. There is no cost to use this procedure. If your complaint cannot be resolved by Assurant, they may wish to refer the complaint to the IFSO. The IFSO is an independent approved dispute resolution scheme. It will not cost you anything to refer the complaint to the IFSO. Advice on the complaint process can be provided by Assurant in relation to this Insurance Policy.

The IFSO can be contacted:

- by phone on 0800 888 202 (free call);
- by writing to PO Box 10845, Wellington 6143 New Zealand;
- by emailing them at [info@ifso.nz](mailto:info@ifso.nz); or
- on the web at [www.ifso.nz](http://www.ifso.nz)

### **WHAT WE WON'T PAY FOR**

We won't cover any loss, damage, or liability in any of the following situations, regardless of which type of cover you have:

#### **ACC**

We won't cover any injury or liability that is recoverable under the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

#### **Alcohol or drugs**

If at the time of the accident the rider of your motorcycle:

- has a breath or blood alcohol limit that is higher than is legally permitted
- was under the influence of an intoxicating drug or drugs
- refuses to provide a breath or blood sample when required to do so
- fails to stop or leaves the scene of an accident when it is an offence to do so

#### **Existing damage**

We won't cover any loss or damage to the motorcycle or any other covered item that existed before the accident.

#### **Excluded riders and breach of licence**

We won't cover your motorcycle if it is being ridden by anyone who is excluded from the policy, or who is not complying with the conditions of their licence or who doesn't hold a valid licence at the time of the accident.

#### **Loss of use**

We won't cover the loss of use of your motorcycle or any consequential loss or depreciation.

#### **Mechanical failure**

We won't cover damage to, failure or breakage of any of the motorcycle's systems, including computer systems, unless the damage was caused at the same time as damage that is covered by this policy.

#### **Outstanding Road User Charges and Registration fees**

We will not pay for any Road User Charges or Registration/Licence fees that are outstanding at the time your motorcycle is deemed a total loss and is deregistered. If a claim has already been paid before the outstanding fees are identified, you are required to pay those costs directly to the NZTA or to refund the amount to Assurant if the fees have been paid by them.

#### **Motorcycles in transit**

We won't cover any loss or damage if the motorcycle is not secured in a manner to prevent unnecessary or unintended movement while in transit.

#### **Repossession**

We won't cover your motorcycle for any loss or damage that occurs if it has been repossessed by an interested party.

### **Tyre damage**

We won't cover damage to tyres caused by braking or by a puncture, road cut or bursting but we will cover damage if this was caused intentionally by another person or if there is additional damage to the motorcycle.

### **Unattended motorcycles**

We will not cover loss or damage by theft of the motorcycle if it is left unattended, unless it is in a locked building, or the steering has been locked and the keys have been removed, or the immobiliser has been activated, or it is securely locked to either an immovable object or locked within a vehicle or on a trailer while in transit.

### **Unsafe motorcycles**

We won't cover any motorcycle that is unsafe or unroadworthy unless you can prove the motorcycle's condition didn't contribute to its loss or damage, that you were unaware of the unsafe condition, and you had taken all reasonable steps to maintain the motorcycle in a reasonable condition.

### **Use of the motorcycle**

We won't cover your motorcycle if it is used:

- outside of the use shown on the certificate
- for courier or delivery work (including food delivery), for paid driving or riding instruction, for any hire arrangement or if you are carrying fare-paying passengers (including ride sharing)
- for racing of any kind, pace-making, hill climbing, trials, rallying, speed tests, timed events, or any similar motor sporting event whether competitive or not. This exclusion does not apply to Assurant approved track day and training day events; however, a 60 day stand down applies from when your policy first started. A list of Assurant approved event providers can be found at <https://www.assurant.nz/partner-with-us/vehicle-protection-services/motorcycle-insurance/trackday-cover>
- in any organised event that takes place off formed public roads without prior written consent from us
- for marshalling, filming, or escorting sporting events without prior written consent from us

### **War & terrorism**

The policy does not cover any loss, damage or liability resulting from:

- war, invasion, act of foreign enemy, hostilities (whether war is declared or not)
- mutiny, civil war, rebellion, insurrection or military or usurped power
- any act of terrorism, including but not limited to any act or preparation or threat designed to influence a government or influence the public with the intention of advancing political, religious, ideological or similar purpose
- the use of nuclear weapons material or ionising radiation, contamination by radioactivity or the combustion of nuclear fuel, including any self-sustaining process or nuclear fission or fusion
- confiscation or requisition ordered by any public authority

### **Wear & tear**

We won't cover any wear & tear, rust or corrosion, or any gradual damage to your motorcycle or any depreciation.

## **DEFINITIONS**

Whenever these words are used in this document, this is what they mean:

### **Accessories**

Accessories are items that are kept in or on your motorcycle, including:

- fitted entertainment, communication and navigation equipment, and radar detectors
- seat covers
- tools and breakdown equipment kept on your motorcycle or purchased by you to repair your motorcycle
- first aid kit, torch, and fire extinguisher
- aftermarket wheels
- panniers, saddle bags, tank bags or top boxes, but not their contents
- any other equipment permanently fitted to your motorcycle

### **Accident, accidental**

A sudden and unforeseen event that causes physical loss or damage that was not intentionally caused by you.

### **Agreed value**

Means the amount noted on your certificate or renewal offer that we have agreed to cover your motorcycle for.

### **Certificate**

The most recent certificate of insurance, renewal notice and/or endorsement certificate.

### **Cover period**

Means the timeframe shown on your certificate, usually 12 months, that we have agreed to provide your insurance for.

### **Excess**

The amount you must pay towards any claim.

**Interested party**

Means any person or organisation with a registered financial interest in your motorcycle.

**Motorcycle**

Means the motorcycle or motorcycles noted on your certificate. Your motorcycle includes the standard manufacturers equipment, any accessories, and any modifications we have agreed to cover. It doesn't include personal effects such as mobile phones, tablets or laptops, clothing or sporting equipment, tools, or any items used for a business, profession or occupation. It also doesn't include any modifications that we haven't agreed to cover.

**Personal injury**

Means internal or external bodily injury caused solely by violent, accidental, external, and visible means. Injury does not include suicide or attempted suicide.

**Roadside Assistance**

Means the roadside assistance services provided by First Rescue New Zealand Limited.

**Riding Apparel**

Means helmets, gloves, boots and protective clothing designed specifically to be worn while riding your motorcycle.

**Total loss**

Means your motorcycle is in our opinion uneconomic to repair, or it has been stolen and not recovered. If there is any interested party noted on your certificate, then payment will be made to that party.

**We, Our or Us and Assurant means;**

Virginia Surety Company, Inc. (NZ Company No. 920655) the underwriter for this Insurance Policy or, as applicable Protecta, as agent for VSC. VSC and Protecta are part of Assurant, Inc. a global provider of risk management solutions. Information on VSC's Financial Strength rating can be found at <https://www.assurant.nz/rating>.

**You, your**

Means the person or persons, or company, named on the certificate as the insured person(s).



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**We're here to help**

If you have any questions,  
please feel free to call us on

**0800 776 832**

quoting your policy number.  
We're always happy to help.