



# OFF-ROAD RIDER INSURANCE

Policy Wording



Make your dream a reality.

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# ABOUT THIS DOCUMENT

## ABOUT THE INSURER

This Policy is underwritten by HDI Global Specialty SE - New Zealand (referred to as "Us", "We" or "Our"). HDI Global Specialty SE - New Zealand is licenced to carry on an insurance business in New Zealand in accordance with the Insurance (Prudential Supervision) Act 2010. We are registered as a financial service provider on the Financial Service Providers Register (FSP 774050).

We are registered in Germany. Our registered office is at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924. We are authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin") to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

## INSURANCE RATING INFORMATION

Standard & Poor's has given Us the financial strength rating of 'A+' (Strong).

More information about S&P's rating of HDI Global Specialty SE is available at [https://www.spglobal.com/ratings/en/index#find\\_a\\_rating](https://www.spglobal.com/ratings/en/index#find_a_rating).

The Standard & Poor's rating scale is:

AAA	Extremely Strong
AA	Very Strong
A.	Strong
BBB	Good
BB	Marginal
B.	Weak
CCC	Very Weak
CC	Extremely Weak
R	Regulatory Action

The rating from 'AA' to 'CCC' may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

## ABOUT YAMAHA AND THEIR SERVICES

Yamaha Motor Insurance New Zealand Limited ("YMI") has been given a binding authority by the Insurer which allows YMI to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so, YMI acts for the Insurer and not You.

YMI is registered as a financial service provider on the Financial Service Providers Register (FSP 556706).

If We agree to insure You, You will have a contract of insurance with the Insurer and not with YMI.

YMI's contact details are

- Yamaha Motor Insurance New Zealand Ltd Private Bag 94412, Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

YMI has authorised Your Yamaha dealer to distribute this product. Your Yamaha Dealer is not authorised to provide any advice on this insurance. If You have any questions about this insurance, please contact YMI. We and YMI cannot provide You with any financial advice relating to this Policy.

## YOUR DUTY

You should carefully read this policy and any other documentation that We send You such as Your Certificate of Insurance. If You do not fully understand this policy please contact Yamaha Motor Insurance, who will be able to explain it to You. Any claims and general enquiries should be directed to YMI:

Our contact details are:

- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

This policy has been designed by YMI 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 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 your motorcycle sooner.

Terms, conditions, limits and exclusions apply. You need to read all of the information provided by Us on this insurance to properly understand the cover provided.

## UNDERSTANDING YOUR INSURANCE

There are also exclusions and limitations which apply to certain cover as well as general exclusions which apply to all covers under the Policy.

Certain words have defined meanings You need to understand.

You should read the Policy in full to ensure You understand the Insured Events and benefits as well as the limits, Excesses and exclusions to this cover.

## COOLING OFF PERIOD

If You decide that Your insurance cover doesn't meet Your needs, for whatever reason, and You have not made a claim, You can cancel the Policy within twenty one (21) days of the start of Your insurance. 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.

## QUALITY GUARANTEED

If We choose and instruct a repairer to repair Your Motorcycle, We guarantee the quality of those repairs for any defect due to faulty workmanship or faulty material for as long as You are the owner of the Motorcycle, subject to and in accordance with relevant laws.

This guarantee only extends to repairs that have been authorised and managed by Us. In the event of a claim on the guarantee, We would need to confirm that the fault resulted from the repairs that We authorised and not from another cause. For entitlement to any repairs under this guarantee, You must first allow Us to inspect the Motorcycle and arrange for additional repairs that We agree with You are necessary.

We will not pay for any additional repairs We don't authorise. We are also unable to offer the guarantee where You have chosen the repairer and We have paid You the reasonable cost of repairs.

## SERVICE

We are here to answer any questions You have about Your insurance. If You have any questions about this insurance or would like to update or change Your insurance, please contact our YMI customer service team:

- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- In writing: Private Bag 94412, Botany, Auckland, New Zealand 2163



**FOR CLAIMS CALL:  
0800 664 678**

## A SUMMARY OF YOUR COVER

Please note that this is a limited summary of the available cover only and is not a full description.

Cover outlined below is subject to terms, conditions, exclusions and limitations that may not be listed in this document. Accordingly, You should read the cover sections and the Policy to properly understand the cover provided.

You need to ensure that the cover You choose is suitable for Your needs and that the level of cover provided is adequate.

### WHAT COVER CAN YOU APPLY FOR?

There is one (1) type of cover that you can apply for:

Fire & Theft - provides You with cover for loss or damage to Your Motorcycle caused only by Fire, Theft and Transit Damage.

Additional Benefits also apply and are covered under Policy Coverage.

### WE PROVIDE COVER ON AN MARKET VALUE BASIS FOR LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

Where We cover You for loss of or damage to Your Motorcycle, We agree to cover Your Motorcycle up to a certain maximum amount.

Market Value - is where We agree to pay You up to the amount We determine the market would pay for Your Motorcycle immediately prior to the Incident. We consider the condition, age, make, model and kilometres travelled immediately prior to the Incident and may consider industry publications to help determine the amount. The amount does not include any warranty costs, stamp duty or allowance for dealer profit.

Note: Cover on Your Motorcycle includes standard equipment for the particular make and model of Your Motorcycle fitted by the original manufacturer. Some limits apply to other equipment and accessories unless they are specified on Your Certificate of Insurance.

### ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT

If You have bought a new Yamaha Branded Motorcycle and have purchased Off Road Rider cover under this Policy:

- You get twelve (12) month replacement on Your New Yamaha Branded Motorcycle under the Replacement Motorcycle Benefit.

See Policy Coverage section for full conditions.

# SOME THINGS YOU SHOULD DO WHEN PURCHASING INSURANCE

## UNDERSTAND THIS INSURANCE COVER

You will only be entitled to the cover provided by this Yamaha Off Road Rider Insurance once You have paid the applicable premium for the Cover Option which is noted on Your Certificate of Insurance. You should read this Policy wording and all other documents that make up the Policy in full to ensure You understand the cover provided as well as the limits and exclusions that apply.

The Cover Provided, Additional Benefits and what We do not pay under the Policy is shown under Section "What We Pay".

## APPLYING FOR COVER

When You apply for this insurance, You will need to answer questions that We ask You. We will use and rely on the information supplied by You to decide the terms of cover We will provide.

Your Certificate of Insurance will contain important information relevant to Your insurance including the Period of Insurance. This includes, Your premium, details of Your Motorcycle, the Excess(es) that will apply to You and whether any standard terms have been varied by way of endorsement.

Where We agree to enter into a Policy with You, Your Policy with Us is made up of:

- this Policy Wording;
- Your Certificate of Insurance; and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary PDS issued by Us.

You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure with Us.

Before expiry We will send You a renewal notice which tells You whether We will renew Your insurance and on what terms. The renewal notice will tell You what is required.

## DETERMINING YOUR PREMIUM

When You buy Your insurance, We tell You the premium You must pay and show it on Your Certificate of Insurance.

To determine Your premium, We consider factors such as the cover You want, the Motorcycle You want to insure, the limits and Excess(es) that will apply and Your insurance history and whether You are paying by instalments or not.

Your Premium also includes an administration fee and any relevant compulsory government charges, taxes or levies (e.g. GST) for Your insurance. We show these on Your Certificate of Insurance.

We will reward You with a no claim bonus discount on Your premium when You buy the Policy if You have not experienced a recent Motorcycle insurance related claim. We tell You what Your discount is when You apply for the Policy. Your premium is calculated on current rates and We then apply any no claim bonus premium discounts You may be entitled to. You will be entitled to Our maximum no claim bonus premium discount if You have not experienced any Motorcycle insurance related claims in the past three (3) years.

Our no claim bonus discount works as follows:

No Claim Bonus Discount Levels	Discount
0 claims in past 3 three (3) years	40%
1 claim or less in the past three (3) years	30%
2 claims or less in the past three (3) years	20%
All other cases	0%

The level of discount will be adjusted upon renewal depending on whether any claims are lodged during the previous Period of Insurance and this may either:

- increase Your discount if You have not made a claim (up to the next level or Our maximum level, whichever applies); or
- decrease Your discount (if You have made a claim); or
- remain the same.

If You hold the Policy with Us for three (3) consecutive years and make no claims, We guarantee to apply Our maximum no claim bonus discount for this Period of Insurance.

A minimum premium applies for this insurance irrespective of any discount that applies. The amount of premium We charge after taking into account Your no claim bonus (if any) will not be less than this amount.

If Your premium is payable in instalments, this may increase the amount of premium that You must pay. If the premium is payable in instalments, You must continue

to pay the instalments to maintain cover. If You pay by instalments each year and You fail to pay an instalment on time then, if the instalment remains unpaid for at least fourteen (14) days, We may refuse to pay any claim that arises after the unpaid instalment was due.

You are responsible for ensuring that Your premiums are paid or Your cover could be put at risk. Please call Us if You are ever unsure about Your premiums.

We may deduct from any claim amount benefit payment, any unpaid premium or instalment of premium.

## **YOUR DUTY TO TAKE REASONABLE CARE TO NOT MAKE A MISREPRESENTATION**

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms (including the amount of Your Premiums).

You have this duty until We agree to insure You by issuing a Certificate of Insurance to You. You have the same duty before We agree to renew, extend, vary or reinstate Your Policy by issuing a new Certificate of Insurance to You.

You do not need to tell Us anything that

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We tell You We do not need to know about it.

### **IF YOU DO NOT TELL US SOMETHING**

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract Policy as if it never existed.



# THINGS YOU SHOULD DO AFTER PURCHASING INSURANCE

## KEEP YOUR MOTORCYCLE IN GOOD CONDITION AND REPAIR AND ALWAYS PROTECTED

You must maintain Your Motorcycle in a good state of repair and condition. Any loss or damage caused by poor maintenance is not covered under the Policy. You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. If You make a claim and knew about something that could cause loss or damage to Your property and You did not make reasonable efforts to avoid it before the loss or damage occurred, then we may acting reasonably, reduce or refuse to pay Your claim. If You do suffer loss or damage to Your Motorcycle, You must also make reasonable efforts to prevent any further loss or damage.

## KEEP PROOF OF OWNERSHIP AND VALUE

When You make a claim for loss or damage, We will require proof that You owned the item/s and its value or Your claim may not be paid.

The easiest way to do this is by keeping receipts, valuations and other forms of purchase confirmation such as model and serial numbers.

## CHANGES TO YOUR CIRCUMSTANCES

You must immediately tell Us about any changes to the information You gave Us when You took out or last changed Your Policy, including but not limited to:

- the registration status of Your Motorcycle;
- the address where Your Motorcycle is normally kept;
- the use of Your Motorcycle; and
- regular Riders who will ride Your Motorcycle. You must tell Us as soon as possible of any:
  - Modifications that are made to Your Motorcycle;
  - Accessories that are added to Your Motorcycle; and
  - driving or criminal offences that have been committed by anyone who regularly rides Your Motorcycle. You do not need to tell Us about parking offences that a regular Rider may receive.

Failure to notify us of changes could result in a failure to pay your claim.

## MEETING YOUR OTHER OBLIGATIONS

You will need to meet other conditions of the Policy, such as claims conditions, or We may reduce or refuse to pay a claim and/or cancel the Policy to the extent permitted by law.





# INSURING YOUR MOTORCYCLE

## WHAT IS YOUR MOTORCYCLE?

For the purpose of the Policy Your Motorcycle means the Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications (that have been noted on Your policy).

## WHAT IS AN EXCESS?

An Excess is an amount or amounts You must contribute or pay for each claim accepted by Us under the Policy. The Excess(es) applicable to Your cover will be shown on Your Certificate of Insurance. There is a Basic Excess which applies to all claims under the Policy. There may be an additional age Excess and nominated rider Excess(es), that if applicable, must be paid in addition to the Basic Excess.

### BASIC EXCESS

The basic Excess is the standard Excess applicable to all Riders claims and is specified in the Certificate of Insurance.

### ADDITIONAL AGE EXCESS

The additional age Excess is based on the age of the Rider at the time of the Incident giving rise to a claim. If an additional age Excess applies, the amount will be shown on the Certificate of Insurance.

## OTHER PARTIES INTERESTS

We only cover Your interest in the Motorcycle, unless We specifically include cover for the interests of another party. You must tell Us of the interests of all parties (e.g. credit providers or other owners) who want their interests to be covered by the Policy. We will cover their interests only if You have told Us about them and We have noted them on Your Certificate of Insurance.

## GOODS AND SERVICES TAX (GST)

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

## GST AND CLAIMS

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant Sum Insured, Market Value or Agreed Value or maximum amount that We pay.

However, if You are or would be entitled to claim any Income Tax Credit (ITC) for the repair or replacement of the Motorcycle or for other things covered, We will reduce

any claim under the Policy by the amount of such ITC. You must advise Us of Your correct ITC percentage where You are registered for GST. You are liable to Us for any GST liability We incur arising from Your incorrect advice or inaction.

## IF YOU HAVE BORROWED MONEY TO BUY YOUR MOTORCYCLE

If a credit provider is shown as having an interest in Your Motorcycle on Your Certificate of Insurance and, We agree to settle a claim 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 loan account or finance contract. If the claim amount exceeds the amount outstanding under Your loan account or finance contract, the balance of the claim amount is paid to You.

Where any Motorcycle is subject to any finance agreement or similar contract and such interest is noted on the Certificate of Insurance, payment in respect of any loss or damage covered under this Policy will be made to such Interested Party whose receipt will discharge Us completely in relation to the loss or damage.

## IF YOUR MOTORCYCLE IS A TOTAL LOSS

If there has been a Total Loss payout made by Us, Your Motorcycle will become Our property and We will keep the proceeds of any salvage.

If We agree to pay Your claim for a Total Loss, We will pay You the Agreed Value or Market Value shown on Your Certificate of Insurance, minus any Excess or unpaid premiums that may apply. Once We have done this, then the Policy will come to an end and You will no longer have any cover. This means You will not be entitled to make any further claim under this Policy and:

- where the premium has been paid in full for the Period of Insurance there will be no refund of any premium; or
- where the premium is paid by instalments, We are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium.

If We replace Your Motorcycle instead of paying Your claim for a Total Loss, You will need to take out a new policy to cover the replacement motorcycle.

If a total loss is paid out or Your Yamaha Branded Motorcycle is replaced the total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.

# MAKING A CLAIM

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

### Provide proof of ownership

In the event of a claim, You must provide adequate proof of value, proof of purchase and/or ownership of any insured property for which You make a claim.

Notify Us of all Incidents within thirty (30) calendar days You must notify Us of any Incidents involving the Motorcycle within thirty (30) calendar days of becoming aware of the Incident/s. The details that must be provided include: the location, date and time of the Incident; the particulars (name, address, phone number, license number, insurance company) of any Third Party that was involved in the Incident; and a description of the circumstances surrounding the Incident. These requirements apply whether You intend to claim or not.

Failure to do so may prejudice You in lodging a claim or may prejudice Us in defending a claim against You from a Third Party.

If an Incident occurs the following list will help You ensure that You have done everything You need to do, so that Your claim can be assessed quickly.

### First You should:

- take all reasonable steps to secure Your Motorcycle to prevent further loss or damage.
- report the Incident to the police or other relevant authority (We may need the police report number to process Your claim) ;
- tell the police if the Incident involves Theft, attempted or Theft,; and
- call Us as soon as possible on 0800 664 678 or email Us: [claims@yminz.co.nz](mailto:claims@yminz.co.nz)

### You must never, without Our prior written consent:

- admit guilt, fault or liability (except where required by law);
- offer or negotiate to pay a claim;
- approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
- incur any costs or expenses without Our written consent, in respect of any right or claim which maybe the subject of a claim by You against Us under this Policy; and/or
- dispose of any damaged property
- supply Us with all relevant information We reasonably require to settle or defend the claim;

- provide Us with the proof that We require regarding lost or damaged items;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to inspect them or assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- help Us as We work to negotiate, defend or settle any
- tell Us about any other insurance that may be relevant to the claim.

### We will also require You to:

- provide Us with the proof that We require regarding lost or damaged items or out of pocket expenses;
- help Us manage the claim, which may include Us inspecting Your Motorcycle or asking You questions, or You providing written statements to Us under oath;
- keep items that have been damaged and allow Us to assess repair costs;
- allow Us to take possession of damaged property that is the subject of a claim;
- tell Us about any other insurance that may be relevant to the claim.

## COSTS OF DISMANTLING, DIAGNOSIS AND REASSEMBLY

If You make a claim for loss or damage to Your Motorcycle, We may (acting reasonably) require You to dismantle it or authorise Us to dismantle it, so, We can assess Your claim and/or decide if it is valid. We may refuse to assess or pay Your claim if You do not agree to this.

If We determine that the claimed loss or damage is not covered, You will be responsible for the costs of the above dismantling as well as any costs associated with it (including but not limited to any diagnosis, reassembly, repair, and/or replacement costs).

If We determine that the claimed loss or damage is covered, We will settle Your claim in accordance with the terms and conditions of the Policy (including the application of any Excess).

However, We will never pay more than the relevant Market Value or Purchase Price (whichever is the lesser) limit specified in this document or on Your Certificate of Insurance.

## HOW DO WE SETTLE A COVERED CLAIM?

If Your Motorcycle is covered under the Policy We will at Our discretion:

- repair or replace Your Motorcycle
- pay You the reasonable cost of repairing or replacing Your Motorcycle ; or
- pay You up to the Market Value or Purchase Price (whichever is the lesser) of Your Motorcycle.

However, We will never pay more than the or Market Value and/or applicable limit specified in this document or on Your Certificate of Insurance less any applicable Excess.

You must pay Your Excess to Us, or to any repairer We engage to repair Your Motorcycle. If We pay You the Market Value or Purchase Price We will deduct Your Excess from the amount We pay.

If We accept Your claim and Your Motorcycle is less than five (5) years old from date of first registration We will pay for repairs on replacing damaged parts on a new for old basis (up to Market Value or Purchase Price, whichever is applicable). Where possible We will use the manufacturer's genuine parts.

If We pay You the reasonable cost of repairing or replacing the damage to Your Motorcycle, this payment will be based on the cost to repair or replace as near as possible to its appearance and condition immediately prior to the claimed loss or damage.

## REPAIRING YOUR MOTORCYCLE

In the event of a claim We may (acting reasonably) ask You to get one (1) quotation from a Motorcycle repairer whom We may nominate. We may also propose a repairer to repair Your Motorcycle.

We will guarantee the quality of workmanship and materials on authorised repairs, including any sublet repairs, for the life of Your Motorcycle at no extra cost to You, while the Motorcycle is owned by You. For example, Our workmanship guarantee would apply to respray a replaced panel.

If the repairs to Your Motorcycle will put it in a better condition than what it was prior to the damage, You may be required to pay part of the cost of repairs.

Parts used in repairing Your Motorcycle by an authorised repairer may be manufactured by persons other than the Motorcycle manufacturer and will be compatible with the age and condition of Your Motorcycle.

If Your Motorcycle is Accidentally Damaged and We agree to repair Your Motorcycle You will be required to pay 50% of the cost of repairs to Us before repairs commence.

## WHEN WE MAY REFUSE A CLAIM

We may (acting reasonably) refuse a claim to the extent permitted by law if amongst other things:

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;
- do not at all times take reasonable care to prevent the Theft of the Motorcycle;
- fail to protect Your Motorcycle against any initial or further loss or damage or keep Your Motorcycle in good order;

You 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;
- approve any towing, salvage or storage.

## CLAIM RECOVERY

We reserve the right to recover any money paid by Us because of a claim. When We do this, We may need to take such action in Your name. You must cooperate with Us and give Us any information We may require. We will pay for any legal costs.

## AGREEMENTS AFFECTING RIGHTS OF SUBROGATION

We will not pay a claim if, without prior agreement from Us, You make any agreement that will prevent Us from recovering the loss from a third party.

## DISPUTE RESOLUTION PROCESS

We welcome every opportunity to resolve any concerns You may have with Our products or service. Any enquiry or complaint relating to this insurance or YMI should first be referred to:

- The Complaints Manager Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [complaints@yminz.co.nz](mailto:complaints@yminz.co.nz)

We will acknowledge Your complaint within 5 business days and provide You with the contact details of the person handling Your complaint. We will issue our response to Your complaint within ten (10) business days. If more time is needed to collect necessary information or complete any further investigation required, We come to an agreement with You on a reasonable alternative timeframe.

If You are not satisfied with Our response to Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee ("Committee") by using the following contact details:

- Internal Dispute Resolution Committee  
HDI Global Specialty SE – New Zealand  
Tower 1, Level 33,  
100 Barangaroo Ave,  
Sydney, NSW, 2000
- Email: [HGSNZdisputes@hdi-specialty.com](mailto:HGSNZdisputes@hdi-specialty.com)

We will undertake to resolve Your complaint within fifteen (15) working days. If We are unable to provide a written response setting out the final decision, We will keep You informed of progress at least every ten (10) days. If You are not satisfied with the finding of the Committee, or if We have been unable to resolve Your complaint within eight (8) weeks, you may contact our external independent dispute resolution scheme. This service is free and may help investigate or resolve the complaint.

We are a member of the Insurance & Financial Services Ombudsman (IFSO) approved dispute resolution scheme.

You can contact the IFSO at:

- PO Box 10-845 Wellington 6143 New Zealand
- Phone: 0800 888 202 or +64 4 499 7612
- Fax: +64 4 499 7614
- Email: [info@ifso.nz](mailto:info@ifso.nz)
- Website: [www.ifso.nz](http://www.ifso.nz)

There is no cost to You to use the services of IFSO

## OTHER IMPORTANT MATTERS

### PERIOD OF INSURANCE

Cover is only provided under the Policy in relation to covered events causing loss, damage or liability (as applicable) which occur during the Period of Insurance shown on Your Certificate of Insurance.

### LICENSING AND USAGE OF YOUR MOTORCYCLE

Your Motorcycle must at all times be:

- operated in compliance with and within the limits of any licence or government authority, restrictions or conditions;
- used for Private Use purposes only.

## POLICY WORDING

This Policy is underwritten by the Insurer.

### OUR AGREEMENT

Your Policy is an agreement between You and Us, made up of:

- this Policy Wording;
- Your Certificate of Insurance (as updated from time to time); and
- any other document We tell You forms part of the terms and conditions of Your cover, including any endorsement or supplementary wordings issued by Us. The following cover type applies if You have paid the applicable premium and it is shown as covered on Your Certificate of Insurance. All cover is subject to the terms, conditions, limits and exclusions of Your Policy.



# POLICY COVERAGE

## COVER: FIRE AND THEFT

WHAT WE PAY		WHAT WE DO NOT PAY
COVER PROVIDED	ADDITIONAL BENEFITS	
<p>If, during the Period of Insurance Your Motorcycle is partially damaged as a result of Theft or Fire, We will at Our option either:</p> <ul style="list-style-type: none"> <li>• repair Your Motorcycle, or</li> <li>• pay You the cost of repairing Your Motorcycle.</li> </ul> <p>If, during the Period of Insurance Your Motorcycle is deemed by Us to be a Total Loss as a result of Theft or Fire, We will, (at Our option):</p> <ul style="list-style-type: none"> <li>• Replace the Yamaha Branded Motorcycle (if this meets our Replacement Motorcycle Benefit)</li> <li>• Pay you the Purchase Price or the Market value of Your Motorcycle, which ever is the lesser.</li> </ul> <p>If, during the Period of Insurance, Your Motorcycle is stolen and found damaged, or is damaged by Fire, We will also pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is five hundred dollars (\$500)</p>	<p><b>Transit Damage cover</b></p> <p>We will pay for loss or damage to Your Motorcycle whilst it is being transported during the Period of Insurance.</p> <p>We will only pay if the loss or damage is caused by:</p> <ul style="list-style-type: none"> <li>• Fire, Flood, collision or overturning of the conveying vehicle; or</li> <li>• lightning, earthquake or explosion.</li> </ul> <p>If a claim occurs and it is not due to Fire, Flood, Lightning, Earthquake or explosion, the maximum we will pay is:</p> <ul style="list-style-type: none"> <li>• contribute 50% to the cost of repairing Your Motorcycle; or</li> <li>• pay You 50% of the cost of repairing Your Motorcycle; or</li> <li>• if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value of Your Motorcycle.</li> </ul> <p>We will not pay an amount under this Additional Benefit for any loss or damage that occurs when Your Motorcycle is being loaded onto or unloaded from the conveying vehicle.</p> <p>If, during the Period of Insurance, Your Motorcycle is damaged whilst in Transit, We will pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is five hundred dollars (\$500)</p> <p><b>Accidental Damage cover</b></p> <p>If, during the Period of Insurance Your Motorcycle is Accidentally Damaged, We will at Our option either:</p> <ul style="list-style-type: none"> <li>• contribute 50% to the cost of repairing Your Motorcycle; or</li> <li>• pay You 50% of the cost of repairing Your Motorcycle; or</li> <li>• if the Motorcycle is deemed by Us to be a Total Loss, We will pay You 50% of the Market Value or Purchase Price (whichever is the lesser) of Your Motorcycle.</li> </ul> <p>The maximum amount We will pay under this Additional Benefit is 50% of the Market Value or Purchase Price (whichever is the lesser) of Your Motorcycle.</p> <p>If, during the Period of Insurance, Your Motorcycle is Accidentally Damaged, We will pay the reasonable cost of one tow for Your Motorcycle to be taken to the nearest repairer or place of safety. The most We will pay for the cost of towing for any one claim is five hundred dollars (\$500)</p>	<p><b>We will not pay for any claim arising directly or indirectly from, or in any way connected with:</b></p> <ul style="list-style-type: none"> <li>• Your failure to store and secure Your Motorcycle in a fully enclosed and locked building or behind locked gates with an operational locking device, attached to an immovable fixed object, whilst at Your Usual Residence;</li> <li>• Your failure to store and secure Your Motorcycle in a fully enclosed and securely locked building, fully enclosed and securely locked trailer or fully enclosed and securely locked vehicle with an operational locking device, attached to an immovable fixed object whilst Temporarily Removed from Your Usual Residence;</li> <li>• the cost of repairing damage Your Motorcycle had sustained prior to an incident which results in a claim;</li> <li>• the cost of repairing faulty workmanship or incomplete repairs previously carried out on Your Motorcycle prior to an incident which results in a claim, unless You are claiming under the terms of Our repair guarantee;</li> <li>• wear and tear, depreciation or corrosion;</li> <li>• You being unable to use Your Motorcycle, including the cost of hiring a Motorcycle/ vehicle;</li> <li>• mechanical, structural, electronic or electrical failure;</li> <li>• any repairs to Your Motorcycle that have been carried out without Our permission;</li> <li>• the failure to properly safeguard Your Motorcycle after it was stolen and found;</li> <li>• loss or damage deliberately caused by You or a person using Your Motorcycle with Your permission, a person acting on Your instructions or on the instructions of a person using Your Motorcycle with Your permission;</li> <li>• the legal seizure of Your Motorcycle;</li> <li>• war, warlike activities, civil disturbance, nuclear waste or any nuclear material;</li> <li>• a person using Your Motorcycle with Your permission, stealing, absconding or otherwise misappropriating Your Motorcycle;</li> <li>• loss or damage that occurs whilst Your Motorcycle is in the care, custody or control of a licensed Motorcycle dealer for sale;</li> <li>• loss or damage to any clothing or protective wear that may be damaged as a result of a Fire or if they are stolen;</li> <li>• loss or damage caused by a person acting with Your express or implied consent or others in charge of Your Motorcycle.</li> </ul>

# POLICY COVERAGE

## COVER: FIRE AND THEFT

WHAT WE PAY		WHAT WE DO NOT PAY
COVER PROVIDED	<p><b>ADDITIONAL BENEFITS</b></p> <p><b>Emergency Towing</b></p> <p>If during the Period of Insurance Your Motorcycle is partially damaged or a Total Loss as a result of Theft or Fire covered by this Policy and cannot be ridden, we will also pay up to \$500 per claim for the reasonable cost of towing Your Motorcycle to the nearest repairer or place of safety. No Excess applies to this benefit.</p> <p><b>12 month replacement</b></p> <p><b>REPLACEMENT MOTOR CYCLE BENEFIT: TWELVE (12) MONTHS REPLACEMENT ON YAMAHA BRANDED MOTORCYCLES</b></p> <p>This benefit only applies if the incident is a result of Fire or Theft, the Motorcycle has been declared a Total Loss and:</p> <ul style="list-style-type: none"> <li>Your Yamaha Branded Motorcycle was purchased new; and</li> <li>You have taken out Yamaha Off Road Rider Insurance to insure this new Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle; and</li> <li>You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle until the Total Loss.</li> </ul> <p>If Your Yamaha Branded Motorcycle is declared by Us to be a Total Loss within twelve (12) months of its purchase date, We will at Our option either;</p> <p>replace it with a new Yamaha Branded Motorcycle of the same make, model or series; or pay to You the market value or purchase price (whichever is the lesser).</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> <li>after twelve (12) months from the Yamaha Branded Motorcycle's original purchase date;</li> <li>where Your Yamaha Branded Motorcycle has been sold; or</li> <li>Your policy is canceled.</li> </ul>	<p><b>We will not pay for any claim arising directly or indirectly from, or in any way connected with:</b></p> <ul style="list-style-type: none"> <li>locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Motorcycle manufacturer or its recognised distributor within New Zealand. If any part is unavailable in New Zealand, the most that We will pay in relation to any such part will be the lesser of: <ul style="list-style-type: none"> <li>the manufacturer's most recent New Zealand list price;</li> <li>the list price of the closest equivalent part available in New Zealand; and</li> <li>the actual cost of having a new part made in New Zealand.</li> </ul> </li> <li>contamination by chemical and/or biological agents, which results from an act of Terrorism.</li> <li>Any acts of Terrorism</li> </ul> <p><b>RIDER EXCLUSIONS</b></p> <p><b>We will not pay for any claim where at the time of the incident resulting in the claim the Rider or the person in charge of Your Motorcycle:</b></p> <ul style="list-style-type: none"> <li>was under the influence of alcohol or drugs;</li> <li>was in excess of the statutory prescribed legal limit for blood alcohol content;</li> <li>refused to take a test for alcohol or drug content;</li> <li>failed to comply with all obligations that by law he/ she is required to comply with following an incident that may result in a claim;</li> <li>was carrying a load or towing a trailer or sidecar illegally or in an unsafe condition or more than the maximum weight specified by the manufacturer of Your motorcycle;</li> <li>was using Your motorcycle for an illegal purpose;</li> <li>is/was not truthful in any statement made about a claim;</li> <li>did not immediately make a report to Police when he or she suspected that the motorcycle or items attached to the motorcycle have been stolen;</li> <li>failed to report the loss or damage to the Police or to remain at an Accident scene long enough for interested persons to attend.</li> </ul>

## GENERAL CONDITIONS

There are conditions set out in this General conditions section. If any of these conditions are not met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel Your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by Your Policy, or claiming under it, must also comply with these conditions.

### MODIFYING YOUR MOTORCYCLE

You must tell Us if You modify Your Motorcycle from the manufacturer's original specifications. 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 (acting reasonably) 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.

If You, or someone covered under Your Policy, don't meet these conditions or make a fraudulent claim We may:

- Refuse to pay Your claim or reduce what We pay for Your claim
- Cancel Your Policy.

### ASSISTANCE AND CO-OPERATION

You must provide reasonable assistance to Us, including:

- providing Us with relevant information and documents, such as proof of purchase or repair quotes, if needed;
- telling Us promptly if you have been contacted by someone about an incident, such as another insurer or a third party's lawyer;
- being truthful and frank at all times;
- making Your Motorcycle available for Us to inspect or examine;
- taking Your Motorcycle, or allowing Us to take it, to a place We require;
- attending one or more interviews about the claim if we ask You to; and/or
- responding to Our requests in a timely manner.

At all times You must refrain from behaving in a way that is improper, hostile or threatening towards Us, Our representatives, repairers or third parties involved in an incident.

If You do not co-operate in any of these ways, it may delay Your claim, or We may reduce or refuse to pay Your claim.

### OTHER INTERESTS

You must tell Us of the interest of all parties (for example, financiers, lessors or owners) who'll be covered by Your Policy. We'll protect their interests only if You have told Us about them and We have noted them on Your Certificate of Insurance.

Any person whose interests You have told Us about and We have noted on Your Certificate of Insurance is bound by the terms of Your Policy in relation to any claim they make.





# DEFINITIONS

Whenever these words are used this is what they mean:

**Accessories** means extra items added to the Motorcycle before it was delivered new to its first owner, as well as items added to the Motorcycle by anyone at any time after it was delivered new to its first owner. You must tell us about any of these items and We must agree to insure them as accessories under this Policy.

**Accident** means a sudden, unexpected, unusual, specific event, which occurs fortuitously at an identifiable time and place and is unforeseen or unintended by You.

**Accidentally Damaged or Accidental Damage** means damage caused to Your Motorcycle by an Accident. This does not include loss or damage caused by Fire, Your Motorcycle being stolen, or loss or damage to Your Motorcycle whilst it is being transported.

**Certificate of Insurance** means the most recent 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 the Policy is renewed.

**Excess** means the first amount You must contribute when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted in the Policy.

**Financier** means the finance company or credit institution that provided the funds to acquire Your Motorcycle, as stated on the Certificate of Insurance.

**Fire** means burning accompanied by flame but does not include damage as a result of any other cause such as malicious damage, explosion or storm or damage where no flame has occurred such as electrical damage, smoke damage, searing or scorching.

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

- a lake (whether it has been altered or modified);
- a river (whether it has been altered or modified);
- a creek (whether it has been altered or modified);
- another watercourse (whether it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**Incident** means an Accident or Insured Event covered under Your Policy. Insured Event means Accidental Damage, Fire, Theft, Malicious Damage and Transit Damage.

**Insurer** means HDI Global Specialty SE – New Zealand (FSP 774050) Interested Party means the credit provider noted in the Certificate of Insurance.

**Market Value** means the amount We determine the market would pay for Your Motorcycle immediately prior to the Insured Event. We consider the condition, age, make, model and kilometers travelled immediately prior to the Insured Event and may consider industry publications to help determine the amount. The amount does not include any warranty costs, stamp duty or transfer fees or allowance for dealer profit. Market Value includes an allowance for after factory or non-standard Accessories up to the amount noted on Your Certificate of Insurance for after-market Accessories.

**Modifications/Modified** means all changes from the manufacturer's specifications made to the Motorcycle at any time after it left the factory where it was built that You have told Us about and We have agreed to insure as Modifications under this Policy.

**Motorcycle** means the unregistered Motorcycle or recreational registered off road Motorcycle shown on Your Certificate of Insurance, including all fitted Accessories and Modifications.

**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.

**Period of Insurance** means the period of time that You are covered by the Policy. This period is shown on Your Certificate of Insurance. However, this period may end earlier at the time the Policy otherwise ends in accordance with its terms or the relevant law.

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

**Policy** means Your insurance contract with Us. It includes this document, the Certificate of Insurance and any other document We tell You forms part of the terms and conditions of Your cover, including any endorsements issued by Us.

**Purchase Price** means the amount You paid for Your Motorcycle including registration, dealer delivery fees, statutory insurance, Government Goods and Services Tax, but excludes all other costs.

**Replacement Motorcycle** means a Motorcycle You have purchased during the Period of Insurance to replace the Motorcycle described on the Certificate of Insurance.

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

**Temporarily Removed or Temporary Removal** means when Your Motorcycle is temporarily removed from Your Usual Residence for a period of no longer than 14 days.

**Terrorism** means any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious or ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

**Theft** means:

- stealing if it occurred at Your Usual Residence as a result of visible, forcible and violent entry into a fully enclosed and securely locked building where the Motorcycle is securely fastened with a locking device to the building or an immovable fixed object inside a building at Your Usual Residence.
- stealing if it occurred whilst Your Motorcycle was Temporarily Removed as a result of visible, forcible and violent entry into a:
  - fully enclosed and securely locked building;
  - fully enclosed and securely locked trailer; or
  - fully enclosed and securely locked vehicle where the Motorcycle is securely fastened with a locking device to the:
    - building or an immovable fixed object inside the building;
    - trailer or
    - vehicle.

**Total Loss** means when Your insured property is damaged to the extent that We decide it is not economical or safe to repair, or it is stolen and not recovered. When Your Motorcycle is a total loss and we have paid out the sum insured or replaced Your Motorcycle, Our Obligations under the policy have been met and this insurance Policy ends.

If You purchase another Motorcycle or We provide You with a replacement Motorcycle, You will need to take out a new insurance Policy commencing at the time of purchase or replacement and pay the applicable premium.

**Total Loss Payment** means a pay out of the lesser of the market value and the full sum insured 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.

**Unregistered** means that the Motorcycle is not Registered.

**Usual Residence** means the place where You usually reside and Your Motorcycle is usually stored.

**We, Our, Us** means HDI Global Specialty SE – New Zealand acting through its agent Yamaha Motor Insurance New Zealand Limited

**Yamaha Branded Motorcycles** means Motorcycles manufactured by Yamaha.

**You, Your or Insured** means the insured person(s), company or other entity named in the Certificate of Insurance. If more than one person is named as the insured, We will treat a statement, act, omission or claim of any one of those people as a statement, act, omission or claim by all those people.



# CONDITIONS APPLICABLE

## OTHER EXCLUSIONS

### WAR AND CIVIL WAR

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### SANCTIONS LIMITATION

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### SEVERAL LIABILITY NOTICE

The subscribing Insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any cosubscribing Insurer who for any reason does not satisfy all or part of its obligations.

### BIOLOGICAL OR CHEMICAL MATERIALS

It is agreed that this Insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### RADIOACTIVE CONTAMINATION

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination may have been caused. Nevertheless if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction,

nuclear radiation or nuclear contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered excluding however all loss or damage caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly from that Fire.

### FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

### TERRORISM EXCLUSION ENDORSEMENT

Terrorism Exclusion: Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement An act of terrorism means an act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### ASBESTOS EXCLUSION

Your Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.



# OUR OBLIGATIONS TO YOU

## RENEWING THE POLICY

At least fourteen (14) days before the Policy expires We will send Your renewal notice, outlining Our renewal terms, if any. You are not obliged to renew the Policy with Us.

This Policy (together with any amendments, updates or endorsements that We give You in writing) also applies for any offer of renewal We make, unless We tell You otherwise or issue You with a new updated Policy.

Your cooling off period continues to apply on each renewal. Each renewal is a separate contract and not an extension of the prior contract.

## CANCELLING YOUR INSURANCE

You can cancel the Policy at any time by calling Us. We will explain the cancellation process to You. We will refund any premium You have paid, less an amount that covers the period for which You were insured, any Government or statutory charges We are not able to recover and a cancellation fee of thirty dollars (\$30.00) plus GST, unless there has been a Total Loss in which case there is no premium refund. If any refund is less than the cancellation fee, no refund will be made.

We can cancel Your insurance to the extent permitted by law, for example if You do not comply with the Policy terms and conditions, fail to pay Your premium, make a fraudulent claim or if You did not comply with Your duty to take care not to make a misrepresentation when You entered into the Policy. If We cancel the Policy We will send You a cancellation letter.

## CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your New Zealand mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if You or Your advisor do not already have the required Policy confirmation details.

## LATE ANNUAL PAYMENTS

If You do not pay Your premium by the due date We will give You a written notice of Policy cancellation where We are required by law to do so. If You do not pay the premium due on renewal by the due date You will have no cover from the due date.

If We accept Your late payment, We may recommence Your cover from the date we receive Your payment. If so, You will have no cover for the period from the due date until the date payment is received.

## OVERDUE INSTALMENTS

If You pay Your premium by instalments Your Certificate of Insurance will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us no later than seven (7) days before Your next instalment is due.

If Your instalment is overdue We can do one or both of the following:-

- refuse to pay a claim that occurred on or after the due date if an instalment is fourteen (14) days (or more) overdue;
- cancel Your Policy if an instalment is 1 month (or more) overdue. We will notify You of the cancellation.

## 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.

## SANCTIONS

We are not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where the insured person or any beneficiary under the Policy is a citizen or instrumental in the government of, any country(ies) against which any laws and/or regulations governing the Policy and/ or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage transacting business with or otherwise offering economic benefits to the insured person or any other beneficiary under the policy.

# 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 three (3) 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 th

## 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 twenty one (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.

## USAGE OF YOUR MOTORCYCLE

This Policy is specifically designed for non-road registered Motorcycles.



## OTHER IMPORTANT INFORMATION

### HOW WE PROTECT YOUR PRIVACY

HDI Global Specialty SE – New Zealand and YMI are committed to meeting their obligations under the Privacy Act 2020 (the “Act”) with respect to the Personal Information that they collect and hold about You or other individuals You provided information about. In this section dealing with Privacy, “We”, “Our” and “Us” refer both to HDI Global Specialty SE – New Zealand and YMI.

HDI Global Specialty SE – New Zealand may collect and hold Your Personal Information directly or through YMI acting as its Agent. YMI may also collect and hold Your Personal Information on its own behalf for the purposes.

More information about how We collect, use, hold and disclose your Personal Information can be found at:

- HDI Global Specialty SE – New Zealand Data Privacy Statement: [www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy)
- YMI Privacy Policy: <https://www.yamaha-motor.co.nz/privacy/policies/yimi-nz-privacy-policy>

### ABOUT US

HDI Global Specialty SE is an insurer registered and authorized in Germany. Our address is: Podbielskistraße 396, 30659, Hannover Germany.

YMI is a financial service provider registered (FSP 556706 on the Financial Service Providers Register to provide wholesale and generic financial advice services. Its address is:

- Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- Email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

### WHAT INFORMATION DO WE COLLECT?

For most products and services, it necessary for Us to collect personal information. Personal information means information about an identifiable individual. The personal information that We may collect includes but is not limited to, Your name, postal address, e-mail address, date of birth, gender, financial information, demographic information and other information relating to your personal circumstances. If You make a claim, We may collect additional personal information to help Us make a decision on Your claim.

### WHY WE COLLECT YOUR PERSONAL INFORMATION

We will collect Your personal information for the purposes of Us providing You with insurance services and products, including:

- underwriting and administering Your insurance cover
- informing You about other services or products We can provide to You or that may interest You;
- identifying You and conducting necessary checks;
- Issuing, managing and administering services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing You with a policy, managing claims, claims investigation, handling and settlement;
- Managing dispute resolution, complaints and reporting to dispute resolution bodies;
- Maintaining and improving Our services and products; and
- YMI may make special offers or offer other services and products provided by YMI or those YMI have an association with, that might be of interest to You. Where YMI makes such offers or offers other services or products to you, YMI will comply with applicable Privacy Laws to obtain your express consent where required.

Where YMI collects Your personal information for the purposes of providing You with information, offers and promotions about products and services provided by YMI or associated parties, If You do not wish to receive such information, offers and promotions, please contact YMI.

It is not mandatory for You to provide any information that We and/or YMI request. If You choose not to provide the information We request, We may not be able to provide You with services or products or properly manage and administer services and products provided to You or others.

You also have a legal obligation to disclose certain information. Failure to disclose information required may result in Us declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

We may collect Your Personal Information directly from You or Your agent.

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from other persons, including:

- Our authorised representatives;
- other Insurers;
- Our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- Our distributors or referrers, agents or related companies;
- service providers,
- other parties involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your policy;
- witnesses and medical practitioners; and
- family members.

## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION

We will use and disclose Your personal information for the purposes set out in WHY WE COLLECT YOUR PERSONAL INFORMATION or purposes that are directly related to those purposes.

We may disclose Your personal information to:

- entities to which We are related, in the case of YMI; Our insurers, reinsurers, contractors Our representatives or third-party providers providing services related to Us or who are administering Your policy;
- other insurers and reinsurers;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Our agents;

- Our legal, accounting and other professional advisers;
- investigators, loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.
- media and other virtual communities and networks where people create, share or exchange information solely for the purposes of sharing testimonials you have shared with us in relation to our products and services.
- marketing agencies and other marketing service providers to assist in marketing Our products to you as permitted by law.
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder. We may disclose personal information to Our related bodies corporate and third party suppliers and service providers located overseas. We may disclose your personal information to entities located outside of New Zealand, including the following:
  - Our related bodies corporate, located in Australia, Japan, Singapore, European Union and the United Kingdom;
  - Our data hosting and other IT service providers, located in Singapore and the United Kingdom.
  - These countries may change from time to time and as may be notified in Our Privacy Policy from time to time.
- Where We disclose Your Personal Information to other persons (including entities located outside New Zealand), We will ensure that persons are bound contractually or by law to hold, store, use and disclose Your Personal Information only in accordance with the Act.

## STORAGE AND SECURITY OF PERSONAL INFORMATION

We store personal information electronically and physically. We store electronic information in facilities in New Zealand and overseas:

- that We manage
- that are managed by third parties, including cloud storage.

We maintain reasonable security safeguards to protect Your personal information from loss, misuse, unauthorized access, disclosure, alteration or destruction.

However, no storage method is completely secure and, while reasonable security safeguards are used, We cannot completely ensure the security of the personal information collected from you.



## YOUR ACCESS TO PERSONAL INFORMATION

The Act gives You rights to request access to, and correction of Your Personal Information collected by Us. If You wish to exercise these rights please contact YMI at:

- In writing:  
Yamaha Motor Insurance New Zealand Ltd  
Private Bag 94412,  
Botany, Auckland, New Zealand 2163
- Telephone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

You can contact HDI Global Specialty SE – New Zealand at:

- [PrivacyNZBranch@hdi-specialty.com](mailto:PrivacyNZBranch@hdi-specialty.com)
- Tower 1, Level 33,  
100 Barangaroo Ave,  
Sydney, NSW, 2000, Australia

While access to this personal information may generally be provided free of charge, We reserve the right to charge for access costs where permitted by the Act.

## 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.

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact YMI at:

Yamaha Motor Insurance:

- By phone: 0800 664 678
- By email: [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)
- In writing: Private Bag 94412  
Botany, Auckland, New Zealand 2163

You can contact HDI Global Specialty SE – New Zealand at:

- [PrivacyNZBranch@hdi-specialty.com](mailto:PrivacyNZBranch@hdi-specialty.com)
- Tower 1, Level 33,  
100 Barangaroo Ave,  
Sydney, NSW, 2000, Australia

## UPDATING THIS POLICY WORDING

Acting reasonably, We may need to update this Policy Wording from time to time if certain changes occur where required and permitted by law. We will issue You with a new Policy Wording or Supplementary Policy Wording or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling Us).

If you are not satisfied with any change to this Policy Wording You can cancel the Policy by calling Us. If You cancel this Policy, the Cancellation process outlined in this Policy Wording will apply.

# CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim payment is calculated. These are only examples. We determine claim payments on an individual basis, based on the terms and conditions of the Policy Wording. The examples do not cover all claims scenarios or all benefits. The example assumes that the Policy holder is not registered for GST. You should read this Policy Wording and Your Certificate of Insurance for full details of what We cover as well as what Policy limits and exclusions apply.

## EXAMPLE 1: TOTAL LOSS

You have cover for Your Motorcycle. The Basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is damaged in a Fire and We assess the cost of repairs to be \$27,000. The salvage value of the Motorcycle is \$2,000. The Market Value is \$20,000 and the Purchase Price was \$22,000.

We decide Your Motorcycle is a Total Loss.

### HOW MUCH WE PAY

Market Value	\$20,000
Less Excess	-\$500
Total Claim	\$19,500

## EXAMPLE 2: ACCIDENTAL DAMAGE

You have cover for Your Motorcycle. The Basic Excess shown on Your Certificate of Insurance is \$500. The Motorcycle is Accidentally Damaged while it is being ridden. We assess the cost of repairs to be \$24,000. The Market Value is \$20,000.

We decide to pay You based on the Market Value of the Motorcycle.

### HOW MUCH WE PAY

Damage to Motorcycle	\$10,000 (50% of \$20,000 (Market Value))
Less Excess	-\$500
Total Claim	\$9,500





**Administered by Yamaha Motor Insurance  
New Zealand Limited**

FSP 556706

ADDRESS Private Bag 94412, Botany,  
Auckland, New Zealand 2163

PHONE 0800 664 678

EMAIL [customerservice@yminz.co.nz](mailto:customerservice@yminz.co.nz)

