

Policy | **MotorcycleCover**[®]



Insurance

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How to get in touch

Call toll free **0800 500 213**

Get online @ **www.aainsurance.co.nz**

Or visit your nearest **AA Centre**

Welcome

Thank you for insuring with AA Insurance. This policy document explains your insurance cover and details your entitlements and responsibilities. Please read it carefully and keep in a safe place.

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

Summary of benefits

Benefit	Comprehensive	Third Party Fire & Theft	Third Party
Basis of settlement	Market value	Market value	Market value
New motorcycle replacement	Yes	Yes	Yes
\$20 million third party liability	Yes	Yes	Yes
Legal costs	Yes	Yes	Yes
Towing costs	Yes	No	No
Long distance transport costs	Yes	No	No
No fault - no excess	Yes	Yes	Yes
Uninsured driver protection	No	Yes	Yes
Fire & theft extention	No	Yes	No
Helmet cover	Yes	No	No

Your contract

Your contract includes

- > your application
- > this pre-printed policy document
- > your policy schedule, with details of the cover that applies to you
- > any change that we advise you of in writing at the commencement of the contract or on renewal, or
- > any change you advise us of and we agree to in writing.

Your policy schedule includes

- > the type of cover
- > who is insured
- > the insurance period
- > the insured motorcycle and its use
- > the sum insured
- > the amount of excess
- > any optional benefits you have chosen
- > any special policy conditions.

Creating the contract

This contract is based on the information you have provided to us. You must tell us everything you know with regard to the questions in the application form and any questions asked at the time you applied for this insurance. Any information you provide to us must be accurate. If you have not disclosed something you should have, we may reduce the cover or provide no cover at all.

What the contract gives you

The contract covers you for a valid claim made for loss or damage arising from accident, fire or theft to the extent that an exclusion does not apply.

You are covered:

- > throughout New Zealand, and
- > within New Zealand Territorial Waters, whilst travelling on a recognised commercial carrier.

All amounts referred to are inclusive of GST.

Definitions

In this policy

We, us and our

refer to AA Insurance Limited.

You and Your

refer to the person or persons named in the policy schedule as the insured. Also any financier with an interest in your motorcycle.

In respect of the incurring of liability, you and your also refer to any person using or in charge of your motorcycle with your permission (if agreed in writing by us), held legally liable for damage to property as a result of an accident arising out of the use of your motorcycle.

Accessories & Tools

are the accessories and tools supplied by the manufacturer with the motorcycle when new, or those we have accepted in writing.

Accident

includes vandalism, but not loss or damage you cause intentionally or recklessly.

Motorcycle

means any motorcycle specified in the policy schedule, including all accessories, spare parts and load-securing equipment in or on the motorcycle, but excluding any item of electrical or communication equipment not permanently affixed to the motorcycle and wired into the motorcycle's electrical system.

Control

includes custody or possession of an item.

Other Driver

means the person in charge of the other motorised vehicle in an accident.

Market Value

means the reasonable retail value of your motorcycle immediately prior to the loss.

Modification

means changes and alterations to the motorcycle from the manufacturer's specifications.

Rider

means you or another fully licensed person we have agreed to in writing who uses the motorcycle with your permission.

Subject To Finance

means you can lose the motorcycle when you do not make repayments.

Sum Insured

means the maximum that we will pay for the total loss of a motorcycle as noted on your policy schedule. You should review this value at each renewal of the policy.

Total Loss

means that we believe the motorcycle cannot be economically or safely repaired for the market value, or is unlikely to be recovered after a theft.

Special features

Consumer protection

If you are not satisfied with the cover provided by this insurance you may return the policy within 14 days of receiving it and where no claims have been made you will be given a full refund of any premium paid.

Benefits of Motorcycle Cover - Comprehensive, Third Party Fire and Theft, and Third Party

Liability

In this section liability means legal responsibility to pay compensation for damage to someone else's property when you are at fault.

Damage

In this section damage means damage caused by:

- > goods falling from your motorcycle
- > use of your motorcycle.

Cover for damage to other people's property

We cover your liability up to \$20 million for one event for damage to someone else's property resulting from an accident involving your motorcycle.

We cover liability of:

- > you
- > a fully licensed rider we have agreed to in writing using the motorcycle with your permission
- > any passengers on your motorcycle

We do not cover any other person using your motorcycle, unless we agree in writing.

We do not cover liability for damage to property belonging to or in control of you or any other persons covered.

Legal representation

We pay legal costs incurred in defending any property damage claim made against you or the person riding your motorcycle, but only if you:

- > forward to us all legal documents as soon as you receive them
- > advise us in writing as soon as you know of any impending prosecution or inquest
- > do not settle or defend an action or claim without our written consent, or make any agreement, which limits our right to recover damages.

Cover for a replacement motorcycle

If you replace your motorcycle with another, and we agree to cover it, then:

- > the policy covers the replacement motorcycle from the time it was acquired, and
- > the policy no longer covers the original motorcycle.

We will cover the replacement motorcycle only if:

- > you give us details of the motorcycle within 14 days of acquiring it and
- > you pay us any difference in premium.

MotorcycleCover - Comprehensive benefits

The following benefits apply when your motorcycle is insured for MotorcycleCover - Comprehensive only:

Total loss

If we believe your motorcycle is a total loss, we will at our option either:

- > replace your motorcycle with a new motorcycle if:
 - the event occurred within one year of the motorcycle's original registration, and
 - the same make, model and series is locally available, and
 - the motorcycle is not subject to finance, or
- > pay you the lesser of market value or the sum insured shown on your policy schedule, less any applicable excess, unpaid premium and any reduction if your motorcycle was not in good condition immediately prior to the accident.

If we pay you for a total loss this policy will be cancelled from the date of the total loss, and you cannot claim for any subsequent event. Your premium will not be refunded. If the policy is paid by instalments we will be entitled to collect the unpaid balance of the annual premium, or deduct from the settlement of the claim. The motorcycle (including any refund of on-road costs) becomes our property.

Repair

When we agree to repair your motorcycle:

- > we will pay for parts consistent with the age and condition of the motorcycle
- > we will pay an amount for each part or accessory shown in the manufacturer's latest New Zealand catalogue or price list, plus the reasonable cost of fitting. If the part or accessory is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand or the price of the part's closest New Zealand equivalent or the cost of having the part made in New Zealand. However, we will not pay the cost of freight of any part into New Zealand or for the replacement of any part that is not damaged
- > we may require you to contribute to the cost if the repairs put the motorcycle in a better condition than immediately before the event
- > we will attempt to ensure that any paint work necessarily undertaken matches existing paint work, but we will not pay for the inability of the repairer to match the paint work, despite their best endeavour. We will not pay for the painting of areas other than those which actually suffered damage.

You must obtain our written agreement before repairs are carried out.

Towing and storage costs

We pay for the reasonable cost of:

- > towing your motorcycle to the nearest repairer or place of safety when your motorcycle is not rideable as a result of an event which is the subject of a claim, and
- > storage of your motorcycle after you have lodged your claim.

Accessories and tools

We will cover accessories and tools at their current used value plus reasonable installation costs.

The accessories and tools are those supplied by the manufacturer with the motorcycle when new, or those we have accepted or acknowledged in writing. Failure to advise us may jeopardise future claims. Modified motorcycles, including those with non-standard accessories, may not be acceptable.

Long distance transport

If you request, we will arrange and pay for the reasonable cost of transportation for your motorcycle from where it was damaged, repaired or recovered to a repairer nominated or agreed to by us or to your home address, whichever you prefer.

We will also pay for standard road or rail transport to return you and your passenger to your usual place of residence.

We do so only if your motorcycle:

- > is not driveable as a result of an accident or fire, or
- > has been repaired following an accident or fire, and you are unable to collect it, or
- > was stolen and then recovered before the claim was settled.

Helmet cover

We will cover your helmet(s) up to their market value if damaged as a result of an accident or theft. A maximum of two helmets may be claimed for any one event.

MotorcycleCover - Third Party Fire and Theft benefits

When noted on your policy schedule that your motorcycle is insured for 'Third Party Fire and Theft' cover, only the following benefits apply:

Total loss

If we believe your motorcycle is a total loss as a result of fire or theft, we will:

- > pay you the lesser of market value or the sum insured shown on your policy schedule, less any applicable excess, unpaid premium and any reduction if your motorcycle was not in good condition immediately prior to the accident.

If we pay you for a total loss this policy will be cancelled from the date of the total loss, and you cannot claim for any subsequent event. Your premium will not be refunded. If the policy is paid by instalments we will be entitled to collect the unpaid balance of the annual premium, or deduct from the settlement of the claim. The motorcycle (including any refund of on-road costs) becomes our property.

Repair

When we agree to repair your motorcycle:

- > we pay for parts consistent with the age and condition of the motorcycle
- > we pay an amount for each part or accessory shown in the manufacturer's latest New Zealand catalogue or price list, plus the reasonable cost of fitting. If the part or accessory is not available in New Zealand, we will pay the manufacturer's last known list price in New Zealand or the price of the part's closest New Zealand equivalent or the cost of having the part made in New Zealand. However, we will not pay the cost of freight of any part into New Zealand or for the replacement of any part that is not damaged

- > we may require you to contribute to the cost if the repairs put the motorcycle in a better condition than immediately before the event
- > we will attempt to ensure that any paint work necessarily undertaken matches existing paint work, but we will not pay for the inability of the repairer to match the paint work, despite their best endeavour. We will not pay for the painting of areas other than those which actually suffered damage.

You must obtain our written agreement before repairs are carried out.

Accessories and tools

We cover accessories and tools damaged as a result of fire or theft at their current used value plus reasonable installation costs.

The accessories and tools are those supplied by the manufacturer with the motorcycle when new, or those we have accepted or acknowledged in writing. Failure to advise us may jeopardise future claims. Modified motorcycles, including those with non-standard accessories, may not be acceptable.

Motorcycle Cover - Third Party benefits

When noted on your policy schedule that your motorcycle is insured for 'Third Party Only' or 'Third Party Fire and Theft' cover, the following benefit applies:

Uninsured driver protection

We will cover accidental damage to your motorcycle to a limit of \$4,000 provided that:

- > the damage was the result of an accident with another vehicle, and
- > it is confirmed that the driver of the other vehicle is uninsured, and
- > we agree that the damage was caused by an accident for which you were not to blame, and

- > you give us the name and address of the other driver at fault, the vehicle owner's name, address and the vehicle registration number, and
- > you claim an amount which is more than the applicable excess.

Under the Uninsured Driver Protection section of this policy we may decide to:

- > pay you the pre-accident value of your motorcycle, in which case this policy will be cancelled and you cannot claim for any subsequent event. Your premium will not be refunded. If the policy is paid by instalments we will be entitled to collect the unpaid balance of the annual premium, or deduct from the settlement of the claim. The motorcycle (including any refund of on-road costs) becomes our property
- > pay you the cost of repairing your motorcycle, or
- > repair your motorcycle.

Excess for Motorcycle Cover - Comprehensive, Third Party Fire and Theft, and Third Party

Excess

The amount you pay when you make a claim and is the amount applying to the rider or person in charge of the motorcycle at the time of the loss or damage. We calculate your excess by adding the standard, voluntary and imposed excesses applicable to your claim.

Standard excess

The amount specified in your policy schedule.

Voluntary excess

The amount selected by you in return for a discounted premium as noted in your policy schedule.

Imposed excess

The excess we may require in certain cases depending on the motorcycle, the driving record of those who ride the motorcycle, and your claims history. We show the imposed excess in your policy schedule.

No fault - No excess

You do not have to pay an excess for a claim if:

- > we determine that the damage was caused by an accident for which you were not to blame, and
- > you give us the vehicle registration number, name and address of the other driver at fault.

You do not have to pay an excess for theft claims if you ascertain the name and address of the person who stole your motorcycle and you provide us with that information.

How you make a claim

To make a claim, call our Claims Unit on **0800 500 216**.

We will pay your claim if you give us the information and the help we require, including written statements, documents and, in rare situations, attending court to give evidence.

We may attempt to recover money from the party who caused the loss or damage. We may defend an action against you if someone alleges that you caused loss or damage. We may take legal action in your name. You must help us as we require.

When you make a claim we may require you to pay an excess or we may deduct an excess from your benefits. We advise you when and how the excess is to be paid or deducted. Where a claim is made against this policy, it may affect your next year's renewal either by variation of the premium or excess or a combination of these.

You must not admit fault or make any offer, promise or payment, or give an indemnity or release to any person without our written consent.

You must send us immediately any letter, notice or court document you receive relating to an event which could involve a claim.

Truth of statements and fraud

All statements made by you or on your behalf either on the application or otherwise in support of this policy or any claim must be accurate in all respects. If any claim under this policy is in any respect fraudulent, all benefits will be forfeited and cover cancelled immediately.

AA Insurance has a policy of prosecuting any offender for fraud, and seeking recovery of any resultant costs.

The Insurance Claims Register

The Insurance Claims Register (ICR) is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Ltd (ICR Ltd), PO Box 474, Wellington.

This policy is issued to you conditional upon you authorising us to place details of any claim made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. You also authorise us to obtain from ICR Ltd personal information about you that we consider relevant to this policy or any claim made against it.

Providing up to date information

You must tell us as soon as:

- > you change your address
- > the use of your motorcycle changes
- > the riders of your motorcycle change
- > you modify or add an accessory to your motorcycle
- > you or any other rider is charged with or fined for an offence in connection with a vehicle, including on the spot, red light or speed camera fines or licence suspension
- > you or any other rider is charged with or fined for any offence in connection with drugs, alcohol, fraud, theft or any other offence.

You must also make a written report to the Police of any theft, attempted theft or vandalism.

It is in your best interests to advise us in writing of any accident, fire or theft involving your motorcycle as soon as possible after it happens even if you do not make a claim for damage to your motorcycle.

Exclusions

General exclusions

We do not provide any benefit:

- > for repairs carried out without our written consent
- > for loss of use
- > for loss or damage:
 - caused by your failure to take all reasonable steps to ensure the security and safety of your motorcycle
 - which happened before the policy was taken out
 - to tyres caused by brakes, road punctures, cuts or bursts
 - caused by lawful seizure of your motorcycle arising from any breach of contract
 - caused by war, warlike activities or acts of civil disturbance
 - caused by nuclear accident, material or waste
 - caused intentionally by you or a person acting with your express or implied consent
 - caused by depreciation, wear and tear, rust or corrosion, structural failure, or mechanical or electrical breakdown or failure of any onboard computer or other equipment to correctly recognise or process day or date functions
 - covered by another policy of insurance
- > for items stolen from an unattended motorcycle including after a fire, theft, breakdown or accident
- > for painting of any areas of the motorcycle which were not damaged
- > for liability:
 - which you or your passenger agree to meet without first obtaining our written consent
 - covered by another insurance policy
- > if you are not truthful in a statement made in a claim or in connection with a claim
- > for any items of clothing (other than helmets) used with your motorcycle, including leather jackets.

Rider exclusions

We do not provide any benefit if the person in charge of the motorcycle at the time of the loss or damage:

- > was under the influence of alcohol or a drug. In relation to the influence of alcohol, this exclusion does not apply if the person can establish to our reasonable satisfaction that they had less alcohol in their blood than the legal limit at the time of the loss or damage
- > had at that time, more alcohol in his or her blood, indicated by analysis of breath or blood, than the amount prescribed by law
- > was convicted of an offence for driving at that time affected by alcohol or drugs or convicted for failing to take a blood test
- > refused to take a test for alcohol or drug content in the blood at or after the time of loss or damage
- > was not named as a rider on your policy schedule
- > was not licensed or was not complying with the conditions of an appropriate licence
- > was using the motorcycle for an unlawful purpose
- > was not truthful in a statement made in a claim or in connection with a claim
- > did not immediately make a report to the Police when he or she suspected that the motorcycle or items in or attached to the motorcycle were stolen
- > made admissions, settled or attempted to settle or defend any claim without our agreement.

However, we may provide a benefit if you show that at the time of the loss or damage you were not aware, or should not reasonably have been aware, of the condition or behaviour of any other person who was in charge of your motorcycle.

Motorcycle exclusions

We may reduce a benefit or provide no benefit at all if, at the time of the loss or damage, the motorcycle was:

- > not kept free from significant corrosion, damage, or deterioration of body, paint or mechanical items
- > unsafe or did not have a current Warrant of Fitness, or would not have passed a Warrant of Fitness check immediately prior to the loss or damage
- > overloaded
- > engaged in or being tested in preparation for racing, pace making, speed or reliability trials or hill-climbing tests or off-roading
- > modified so that it did not comply with the manufacturer's standards, or was fitted with non-standard accessories unless it has been approved or acknowledged in writing by us
- > being used in a way not disclosed in your application
- > used for hire or reward.

Cancellations

By you

You may cancel the contract in its first 14 days by written notice to us. We will refund your premium in full if you do not make any claim and return the policy and policy schedule to us. You may also cancel the contract at any other time by written notice to us. We will keep an amount of the premium for the period up to the cancellation and for administration costs, and refund the balance.

By us

We may cancel the contract in its first 14 days by giving you 7 days notice in writing, posted to your last known address. In these circumstances cancellation will be effective from 4.00 pm on the seventh day after we have posted the letter advising you.

We may also cancel or avoid the contract for your failure to pay the premium, fraud or misrepresentation, failure to disclose information, breach of contract or a breach of utmost good faith. We will advise you of the reason for cancellation in writing.

We may also cancel this policy at any time by sending a letter to this effect to you at your last known postal address. The cancellation will take effect at 4.00 pm on the 7th day after the letter has been sent.

Can we help with anything else?

AA Insurance RoadCover® Plus

Comprehensive cover for your car.

AA Insurance RoadCover® Third Party or Third Party Fire and Theft

Affordable cover for your car.

AA Insurance RoadCover® Vintage

Tailored cover for classic and vintage car enthusiasts.

AA Insurance PleasurecraftCover®

Comprehensive cover on your trailered boat.

AA Insurance HomeCover®

Full Replacement cover on your house.

AA Insurance ContentsCover®

New For Old cover on your belongings.

AA Insurance RemovalCover®

Cover for your contents while in transit and/or storage.

AA Insurance RoadCover® Caravan/Trailer

Cover for your caravan or trailer.

We're here to help

Call AA Insurance today on
0800 500 213 for cover you can rely on.
Or visit **www.aainsurance.co.nz**
or your nearest AA Centre.

