



Free Wheel

A MOTOR INSURANCE POLICY BY

clubauto

Contents

| | | | |
|---|-----------|---|-----------|
| Welcome to Club Auto | 3 | Section 1: Optional benefits | 16 |
| We want to make insurance simple and easy | 3 | Rental vehicle hire for loss of use | 16 |
| Compare your benefits | 4 | Riding apparel | 16 |
| How your policy works | 5 | Windscreen and window glass excess reduction | 16 |
| Words with special meaning | 5 | Section 2: Liability protection | 17 |
| The claims process | 6 | What you're not covered for | 18 |
| What your motorbike is insured for | 7 | These are your policy exclusions | 18 |
| What your cover includes | 8 | You have certain responsibilities | 22 |
| What we cover | 8 | How to make a claim | 23 |
| What we do not cover | 8 | You have certain responsibilities at claim time | 23 |
| What your motorbike can be used for | 9 | How we'll look after your claim | 25 |
| Who can drive your motorbike | 9 | What excesses you may need to pay | 25 |
| We do not cover you if you have other insurance | 9 | How we'll settle your claim | 26 |
| Section 1: | | Replacement parts | 27 |
| Damage to your motorbike | 10 | Other important information | 28 |
| Other benefits under Section 1 | 11 | You can cancel this policy | 28 |
| Claims that were not your fault | 11 | We may cancel this policy | 28 |
| Fatal injury to you | 11 | Free look period | 28 |
| Keys and locks lost or stolen | 12 | Making changes to this policy | 28 |
| Medical expenses | 12 | Other parties with a financial interest | 29 |
| Recommended repairer | 12 | This policy is under New Zealand law | 29 |
| Repair guarantee | 12 | How we'll communicate with you | 29 |
| Replacement and additional motorbikes | 13 | Talk to us if you have a concern | 29 |
| Road clearing costs | 13 | Glossary | 30 |
| Towing and temporary storage costs | 13 | | |
| Transport costs | 14 | | |
| Windscreen and window glass | 14 | | |

Welcome to Club Auto

Thanks for putting your trust in us to help look after your valuable assets.

This is your Free Wheel motorbike insurance policy wording. Club Auto Insurance (NZ) Limited issues the policy to you and handles claims as an agent of the underwriter Tower Limited.

We want to make insurance simple and easy

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different covers compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

- **Start here**
These are the basics of your policy – page 5
- **These are your benefits**
What you're covered for – page 10
- **Responsibilities and exclusions**
What you must do, and what isn't covered – page 18
- **Making a claim**
Information about making your claim with us – page 23
- **Other stuff**
This is important too, like what to do if you have a concern – page 28
- **Glossary**
Some words have special meanings – page 30

As part of our commitment to you, this document has been awarded the WriteMark. This means it meets an internationally recognised plain language standard.



INSURANCE TIP

Reading your insurance policy is important as it makes clear what you are covered for and advises what additional benefits you have.

But if you are still unsure of any particular words or clauses listed, make sure you seek clarification. Simply give us a call on 0800 506 506.



Compare your benefits

Choosing cover that's right for you can be difficult, but we've made it easier with this comparison table.

The cover you've chosen (Comprehensive, Third party fire and theft or Third party only) will be shown on your *certificate of insurance*.

If you'd like to change your level of cover, please call us on 0800 506 506.

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from page 8 of this document.

| | COMPREHENSIVE | THIRD PARTY FIRE & THEFT | THIRD PARTY ONLY |
|--|----------------------------------|----------------------------------|------------------|
| Section 1 | | | |
| Fire and theft cover | ✔ Market value up to sum insured | ✔ Market value up to sum insured | ✘ |
| Collision cover for your motorbike | ✔ Market value up to sum insured | ✘ | ✘ |
| Accessories and modifications | ✔ Optional | ✔ Optional | ✘ |
| Claims that were not your fault | ✔ | ✘ | ✘ |
| Road clearing costs | ✔ \$1,000 | ✔ \$500 | ✘ |
| Towing | ✔ | ✔ | ✘ |
| Temporary storage | ✔ | ✔ | ✘ |
| Transport costs | ✔ \$500 | ✔ \$250 | ✘ |
| Windscreen and window glass | ✔ | ✔ | ✘ |
| Replacement and additional motorbikes | ✔ Market value | ✔ Market value | ✘ |
| Recommended repairer | ✔ | ✔ | ✘ |
| Repair guarantee | ✔ | ✔ | ✘ |
| Medical expenses | ✔ \$750 | ✔ \$500 | ✘ |
| Fatal injury | ✔ \$5,000 | ✔ \$5,000 | ✘ |
| Keys and locks lost or stolen | ✔ \$1,000 | ✔ \$500 | ✘ |
| Section 1: Optional benefits | | | |
| Rental vehicle hire for loss of use | ✔ Optional \$1,000 | ✔ Optional \$750 | ✘ |
| Riding apparel | ✔ Optional \$3,000 | ✔ Optional \$1,000 | ✘ |
| Windscreen and window glass excess reduction | ✔ Optional | ✔ Optional | ✘ |
| Section 2 | | | |
| Liability protection | ✔ \$25m | ✔ \$25m | ✔ \$25m |
| Bodily injury including reparation | ✔ \$100,000 | ✔ \$100,000 | ✔ \$100,000 |
| Legal defence costs | ✔ \$1,200 | ✔ \$1,200 | ✔ \$1,200 |
| Marine general average | ✔ | ✔ | ✔ |

How your policy works

Your Club Auto – Free Wheel motorbike insurance cover consists of three documents: your proposal form, this policy wording and your *certificate of insurance*.

The proposal shows your answers to the questions we asked that we use for deciding the terms of your policy.

Make sure you read your policy wording and your *certificate of insurance* so you understand what you're covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your *certificate of insurance* tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you've paid the premium due. That premium includes insurance costs, administration fees, as well as a levy we collect on behalf of Fire and Emergency New Zealand and GST for the Inland Revenue Department.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please contact us on 0800 506 506 or at sales@clubauto.co.nz.

Words with special meaning

In this policy some words have a special meaning.

We, us or our
When we use these words, we mean Tower Limited via their agent Club Auto Insurance (NZ) Limited.

You or your
When we use these words, we mean the person or persons or corporate body named on your *certificate of insurance* as the insured. Where you jointly own the motorbike, the policy insures you jointly.

There are a number of other words that also have a special meaning for example, 'loss'. We've put those words into italics so they're easy to find. You can find out what all of those words are and what they mean in the **Glossary** on page 30.



The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

What you do

- 1.**
 - Make sure you're safe
 - Make sure your property is safe
 - Call the Police if required
 - Take photos of the damage and the scene if you can
 - Call us if you need immediate assistance
- 2.**
 - Check your policy wordings
 - Collect any documents required
 - Start an inventory of losses and keep any related receipts
 - Call us to lodge a claim or make one online at www.clubauto.co.nz/claims
 - Complete and return any claim forms or additional documents as soon as possible

What we'll do

- 3.**
 - Explain how the claims process works
 - If you want to proceed, we'll lodge your claim
 - We may ask for more information
 - Tell you what's going to happen next
 - Arrange an assessor if required
- 4.**
 - Decide whether the claim fits the terms of the policy
 - If your claim doesn't fit within the policy, we'll clearly explain why
 - Process your claim as fast as we can
 - Keep you informed of what's happening
 - If your claim has been accepted, we'll settle it as fast as we can

What your motorbike is insured for

Your *motorbike* will be insured under one of the following covers. The cover that applies to you will be shown on your *certificate of insurance*.

If you've chosen Comprehensive Cover

You have cover under:

| | |
|------------|---|
| SECTION 1: | Damage to your motorbike: <ol style="list-style-type: none">1. Comprehensive cover2. All other benefits3. Any optional benefits you've selected and that show on your certificate of insurance |
| SECTION 2: | Liability: All benefits |

If you've chosen Third Party Fire and Theft Cover

You have cover under:

| | |
|------------|---|
| SECTION 1: | Damage to your motorbike: <ol style="list-style-type: none">1. Third party fire and theft cover2. All other benefits except Claims that were not your fault3. Any optional benefits you've selected and that show on your certificate of insurance |
| SECTION 2: | Liability: All benefits |

If you've chosen Third Party Only Cover

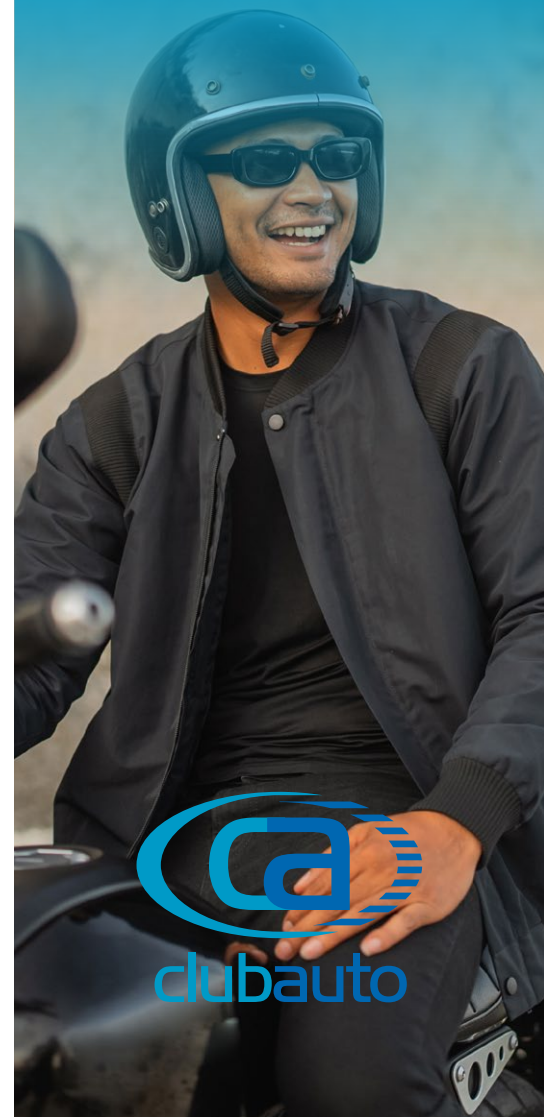
You have cover under:

| | |
|------------|---|
| SECTION 1: | Damage to your motorbike: <ol style="list-style-type: none">1. No benefits2. No optional benefits |
| SECTION 2: | Liability: All benefits |



Consider purchasing additional roadside assistance cover. This can be very handy if your vehicle has a breakdown or flat battery.

Call us to discuss options on 0800 506 506.





Don't forget to add your drivers

Anyone that drives the *motorbike* must be added as a driver before you have cover under this policy.

What your cover includes

What we cover

We cover the *motorbike* shown on your *certificate of insurance*, including:

1. any of the following supplied by the manufacturer:
 - a. attached equipment and options
 - b. tools and breakdown equipment
 - c. any after-market alarm or immobiliser installed on your *motorbike*
2. *accessories* and *modifications* listed on your *certificate of insurance* up to their current value.

What we do not cover

Your policy does not cover:

1. any *accessories* and *modifications* (including those that require certification) from the maker's standard specifications for the model and year of manufacture unless we've agreed to this and it is noted on your *certificate of insurance*
2. tyres, unless the *loss* was malicious or it occurs at the same time as other *loss* to your *motorbike* and we've accepted your claim
3. personal effects and other contents on the *motorbike*. These will need to be covered under a separate contents policy
4. any business or professional tools or items left on the *motorbike*.



What your motorbike can be used for

Your *motorbike* is covered only while it is being used for:

1. social, domestic or private purposes. This includes being used for community or charity work or getting to and from work in New Zealand
2. farm purposes, including carriage of goods for farm purposes
3. business purposes, other than those purposes excluded, so long as you've selected this option and it is shown on your *certificate of insurance* and we've received the appropriate premium.

Who can drive your motorbike

We provide cover for you and any other named driver listed on the *certificate of insurance*.

This means that anyone driving your *motorbike* who is not listed on the *certificate of insurance* as a driver at the time of *loss* is not covered by this policy.

You must tell us if anyone covered by this policy is charged with a criminal or traffic offence. Refer to the section **You have certain responsibilities** on page 22 for full details.

We do not cover you if you have other insurance

This policy does not cover any loss or liability if you're covered for that same loss or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy.



Section 1: Damage to your motorbike

If you've chosen **Comprehensive cover**, we cover *loss* that happens to your *motorbike*.

If you've chosen **Third party fire and theft cover**, we only cover *loss* that happens to your *motorbike* caused by fire, theft, or illegal conversion (including attempted theft or conversion). We also cover *loss* that happens to your windscreen or window glass, not limited to fire or theft. Your other benefits and selected optional benefits under Section 1 also apply if the *loss* was caused by fire, theft or illegal conversion.

If you've chosen **Third party only cover**, you have no cover under this section of the policy.

Loss means sudden and *accidental* physical *loss* or sudden and *accidental* physical damage occurring during the *period of insurance* in New Zealand.

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on 0800 506 506 and we'll explain it to you.

Other benefits under Section 1

The below benefits may apply depending on the cover you've chosen.

We have detailed what benefits apply to each cover in the section **What your motorbike is insured for** on page 7.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the *motorbike's market value* or sum insured and is not in addition to it.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your *certificate of insurance*.

Claims that were not your fault

You won't pay an *excess*, if your *motorbike* has been damaged during the *period of insurance*, and:

1. you've identified the party at fault (name, phone number, and registered number of that other party's vehicle), and
2. we're satisfied that the other party was more than 50% at fault.

Fatal injury to you

We'll pay a lump sum to your estate, or your husband, wife or de facto partner's estate, if either one of you dies from injury following a *loss* to your *motorbike* and we've accepted your claim.

We pay this benefit in addition to your *motorbike's market value* or sum insured.

Limits

We'll pay \$5,000.

The most we pay during any one *period of insurance* is \$5,000.

Death must occur within three calendar months of the accident.



You can find a list of our recommended repairers throughout New Zealand at <https://repairers.tower.co.nz>



Keys and locks lost or stolen

We'll pay to replace your *motorbike* remote, keys, entry card or key codes and to replace or re-code the locks,

if during the *period of insurance*:

1. they're lost
2. they're stolen
3. you have reasonable grounds to believe that they have been illegally duplicated without your permission, or
4. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

If you are making a claim only under this benefit, your claim will be excess free.

Limits

We'll pay reasonable costs up to the amount detailed in the section **Compare your benefits** on page 4.

Medical expenses

We'll pay your medical or dental costs if you are injured in an accident that causes a loss to your *motorbike* and we've accepted your claim.

We pay this benefit in addition to your *motorbike's market value* or sum insured.

Limits

We'll pay reasonable costs up to the amount detailed in the section **Compare your benefits** on page 4.

We'll only pay this benefit if you have been unable to recover those costs from anyone else.

Recommended repairer

We'll arrange for one of our recommended repairers to repair your *motorbike*, if we decide your *motorbike* is economic to repair and we've accepted your claim. You can find a recommended repairer here <https://repairers.tower.co.nz>

If you choose to go to a repairer who is not part of our recommended repairer network, we may pay you an amount equal to the reasonable cost of repairs, as assessed by us.

Repair guarantee

If we accept your claim and repairs are carried out by one of our recommended repairers, we'll provide you with a guarantee on those repairs for as long as you own the *motorbike*.

Replacement and additional motorbikes

If we insure your *motorbike*, we'll cover any motorbike you purchase for private use for \$100,000 or less, either:

- to replace your *motorbike* insured under this policy
- in addition to your *motorbike* insured under this policy.

We'll insure the replacement or additional motorbike from the date you purchase it under the same terms and conditions as we insure your existing *motorbike*.

We'll backdate cover to the day you purchased the *motorbike*. You will be required to pay any additional premium that is required and accept any *excess* and terms that we may apply to the replacement or additional motorbike.

Limits

We'll cover that motorbike for the least of:

1. what you paid for it
2. its *market value*
3. \$100,000

We'll cover that motorbike under this benefit for 14 days from the date of purchase.

We'll only cover one additional motorbike at any one time.

We will not cover you under this benefit if you paid more than \$100,000 for this motorbike. Please call us to arrange insurance before buying the motorbike.

Road clearing costs

If we've accepted your claim under this policy, we'll pay for removing debris that you must legally remove from any road or parking area.

We pay this benefit in addition to your *motorbike's market value* or sum insured.

Limit

We'll pay reasonable costs up to the amount detailed in the section **Compare your benefits** on page 4.

Towing and temporary storage costs

If we've accepted your claim under this policy, we'll pay for removing your *motorbike* to the nearest repairer or place of safety if it can't be driven.

We'll also pay the temporary storage costs for your damaged *motorbike* after a *loss* covered under this policy.

We pay this benefit in addition to your *motorbike's market value* or sum insured.

Limit

We'll pay reasonable costs.

Transport costs

If we've accepted your claim under this policy, we'll reimburse travel and accommodation costs to complete your journey or return home if your *motorbike* can't be driven.

This benefit also extends to the driver and passengers travelling in your *motorbike* if they are not the insured, and also domestic pets.

We'll also pay to return your *motorbike* home after it has been repaired or recovered, or for you to travel to collect it from the repairer.

We pay this benefit in addition to your *motorbike's market value* or sum insured.

Limit

We'll pay reasonable costs up to the amount detailed in the section **Compare your benefits** on page 4.

Windscreen and window glass

When your claim is solely for *loss* to your windscreen or window glass:

1. we'll only charge you a \$500 excess
2. we'll waive any other additional excess you may be required to pay.

Limit

This benefit does not cover sunroofs, panoramic roofs, mirrors, lights, indicators or their covers.



Section 1: Optional benefits

Cover is provided under these optional benefits when they are shown as applying on your *certificate of insurance*.

Rental vehicle hire for loss of use

If you've chosen this optional benefit, we'll pay for you to rent and insure a similar vehicle to your *motorbike* after a *loss* that is covered under this policy.

Limits

We'll pay reasonable costs up to the amount detailed in the section **Compare your benefits** on page 4, for either:

1. the costs to rent and insure a similar motorbike, or
2. the costs of an alternative mode of transport such as taxi or public transport.

This benefit does not apply:

1. if your *motorbike* remains in a legally driveable condition after a *loss* but prior to repair
2. after your *motorbike* is recovered in a legally driveable condition
3. after repairs have been completed
4. for more than seven days after we've paid your claim.

Riding apparel

If your *motorbike* suffers loss and we've accepted your claim, we'll pay for replacing the damaged helmet and riding gear being worn at the time of that loss. This also includes your pillion passenger's helmet and riding gear.

We pay this benefit in addition to your *motorbike's* market value or sum insured.

Limits

We'll pay reasonable costs up to their current value, or the amount detailed in the section **Compare your benefits** on page 4, whichever is less.

Windscreen and window glass excess reduction

If you've chosen this optional benefit and your claim is only for *loss* to your windscreen or window glass, your *excess* will be reduced to the value appearing on your *certificate of insurance*.

Limit

This benefit does not cover sunroofs, panoramic roofs, mirrors, lights, indicators or their covers.

This benefit is not available for all vehicles.

Section 2: Liability protection

This is your third party cover.

We'll cover you for your legal liability for claims made against you for *accidental* physical property damage occurring during the *period of insurance* in New Zealand involving:

1. your *motorbike*
2. any motorbike not owned by you that you're using with the owner's permission.

(Legal liability means being responsible for *accidentally* causing damage to someone else's property.)

We'll also cover any named driver using your *motorbike* so long as that person complies with the terms and conditions of this policy.

You also have cover under this benefit for:

1. your liability arising from *bodily injury* occurring in New Zealand (including for *reparation*)
2. defence costs if you're charged with manslaughter or dangerous driving causing death from an accident where you're the driver and we've accepted your claim
3. all costs and expenses incurred by you with our approval, in defending claims under third party cover
4. your share of marine loss costs when:
 - a. your *motorbike* is on board a ship
 - b. the ship is in danger
 - c. motorbikes or cargo are thrown overboard to prevent loss to that ship or its cargo, and
 - d. the ship is between ports in New Zealand waters.

Limits

We'll pay up to \$25,000,000 in total during the *period of insurance* including up to:

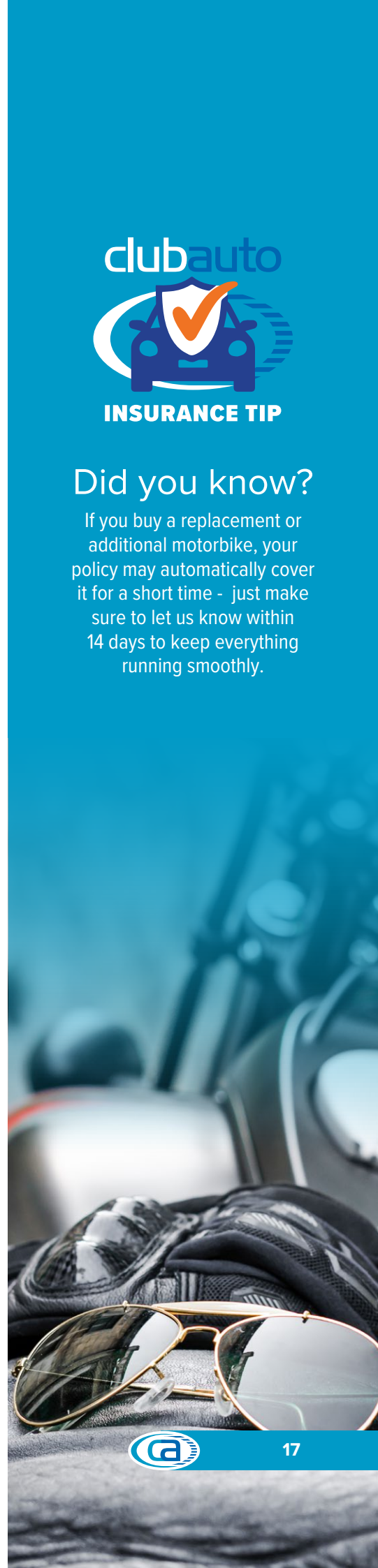
1. \$1,200 for defence costs if you're charged with manslaughter or dangerous driving, and
2. \$100,000 for liability arising from *bodily injury* to a person (including *reparation*).

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.



Did you know?

If you buy a replacement or additional motorbike, your policy may automatically cover it for a short time - just make sure to let us know within 14 days to keep everything running smoothly.



What you're not covered for

These are your policy exclusions

Your policy does not cover liability for:

- 1. ACC personal injury**
personal injury where cover is provided to any extent under the Accident Compensation Act 2001, or any amendment or replacement Act.
- 2. Bodily injury**
bodily injury to you or any person in charge of your *motorbike*.
- 3. Consequential losses**
consequential losses of any kind including loss of use, enjoyment, value, or income.
- 4. Hire or lease**
any *motorbike* that you're hiring or leasing (unless the leasing company is named as an interested party).
- 5. Loss to your property**
loss of or damage to property belonging to or under the care, custody or control of you or your driver or being conveyed in or loaded or unloaded from your *motorbike*.
- 6. Where you've agreed to accept responsibility**
loss or damage if you or your driver have agreed with any party to accept responsibility for any *loss* or damage when the law would not have held you or your driver responsible.
- 7. Un-named drivers**
anyone driving the vehicle that has not been named and/or their name does not appear on the *certificate of insurance*

Your policy does not cover you if your motorbike is being driven by or is in the charge of anyone who:

- 1. Alcohol limit exceeded**
has a blood or breath alcohol level that exceeds the legal limit.
- 2. Alcohol or drug related convictions**
after a claim event is subsequently convicted of any alcohol or drug related offence in connection with driving or being in charge of your *motorbike*.
- 3. Intoxication while driving**
is under the influence of intoxicating substances or drugs (either prescribed or not) that has caused or contributed towards the covered *loss* or liability under this policy.
- 4. Leaving the scene of an accident**
did not stop at or leaves the scene of an accident when it is an offence to do so.
- 5. Refusing testing**
fails or refuses to permit a specimen of blood or breath test to be taken when lawfully required to do so.
- 6. Unlicensed drivers**
does not have a legal licence to drive in New Zealand or is not complying with the conditions of their licence.

These exclusions do not apply if the person who is in charge of your *motorbike* has stolen it.

Your policy does not cover any loss, damage or liability arising from:

1. Accessories and modifications

any *accessory* or *modification* (or sets of *accessories* or *modifications*) not listed on your *certificate of insurance*.

2. Confiscation by an authority

confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority, unless it is to prevent *loss* or damage covered by this policy.

3. Controlled drugs pollution or contamination

the pollution or contamination of your *motorbike* by the manufacture, storage or use in the *motorbike* of a 'precursor substance' or 'controlled drug', as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act.

4. Criminal and reckless acts

any criminal or reckless act or omission by you or by anyone in charge of your *motorbike*. This exclusion does not apply to acts by any person who is in charge of your *motorbike* after stealing it.

5. Driving unsafely

- a. the *motorbike* being used or driven in an unsafe or dangerous way, for example by overloading the *motorbike*, or texting while driving
- b. the *motorbike* being driven in an un-roadworthy condition.

6. Fines and damages

aggravated, punitive or exemplary damages, fines, or penalties.

7. Nuclear and radiation risks

nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.

8. Stand-down periods

- a. 72-hour stand-down
any storm, flood, wildfire, tsunami, volcanic activity, or landslide that occurs within 72 hours of the start date of this policy.
- b. Named cyclone stand-down
a cyclone or ex-tropical cyclone that has been named before the start date of your policy.

The stand-down period exclusions also apply to the effective date of any change made to existing policy terms. Previous policy terms and conditions, including *sum insured* and *excess*, will apply to any loss or damage that occurs within the stand-down periods set out above.

The stand-down period exclusions do not apply if this policy started immediately after another policy that covered these risks.

The stand-down period exclusions do not apply if the policy was taken out at the same time you purchased the *motorbike*.

9. Use of the motorbike

the inability to use your *motorbike* unconnected with *loss* covered by this policy.

10. Using the motorbike for a purpose it was not designed for

a purpose other than for the purpose it was designed for, or not as a motor vehicle as defined in the Land Transport Act 1998 or any amendment or replacement Act.

11. Using the motorbike for business, commercial or occupation activities

which includes, but is not limited to, use in connection with: motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples, any trade or business, hire, carrying fare-paying passengers, or a stock and station agency, unless you've selected this option and it is shown on your *certificate of insurance* and we've received the appropriate premium.

12. Using the motorbike for racing

using the *motorbike* for sprinting, drag racing, pace-making, hill climbing, off-roading, reliability or time trials, rallying, speed tests or any form of motorsport or high speed driver training.

13. Using the motorbike off-road

using the *motorbike* off-road, such as driving over open land, on beaches, riverbeds and sand dunes.

Your policy does not cover any claims for:

1. Faults and defects

the cost of remedying or repairing any defects.

2. Mechanical failure of the motorbike

failure, breakage or breakdown of any part of the *motorbike*, unless it occurs as a result of *loss* to your *motorbike* and we've accepted your claim.

3. Wear, tear and depreciation

wear and tear or loss caused by the action of sunlight, depreciation or unrepaired damage.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded clauses 1 to 3 above.

Your policy excludes cover for communicable diseases

Your policy does not cover any *loss*, *time-element loss*, damage, liability, claim, cost, or expense arising out of or in connection with a *communicable disease*.

This exclusion also applies:

1. if there is some other contributing cause or event at the same or some other time.
2. to the fear or threat (whether actual or perceived) of a *communicable disease*.

Your policy excludes cover for cyber loss

Your policy does not cover any *loss*, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any *cyber-attack* or *cyber incident*
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any *data*, including any amount connected to the value of any *data*.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your *computer system* suffers *loss* or damage insured by this policy, this exclusion will not apply to both:

1. the cost to repair or replace the *computer system* itself
2. the costs of copying the *data* from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling *data*. If your *computer system* is not repaired, replaced, or restored, we will pay the cost of the blank *computer system* only.

This exclusion does not apply to *loss* or damage to your property insured under this policy caused by fire or explosion directly resulting from a *cyber incident*, unless that *cyber incident* arises out of or in connection with a *cyber-attack*, including controlling, preventing, suppressing or remediating any *cyber-attack*.

Your policy excludes cover for war and terrorism

Your policy does not cover any *loss*, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or
4. any act of any person or persons acting on behalf of, or in connection with, any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.



Be careful who you let drive your vehicle as they may not be insured to drive it. Remember you can add additional drivers to your policy at any time.

You have certain responsibilities

Here is a list of what you and any person in charge of your *motorbike* with your permission must do.

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force, and made in relation to any claim, must be honest, correct and complete.
2. You must keep your *motorbike* well maintained and in roadworthy condition. This means that the *motorbike* must be maintained to a level where it would pass a Warrant of Fitness test by someone, other than you, who has the authority to do the test.
3. You must tell us immediately if you or anyone:
 - a. starts to use your *motorbike* for any business or commercial purpose such as delivering food, people or packages
 - b. adds any *accessories* or *modifications* to your *motorbike* that differ from the manufacturer's standard specifications
 - c. becomes a new driver of your *motorbike*
 - d. changes the address where the *motorbike* is usually kept.
4. You must tell us immediately if you or any other person covered by this policy:
 - a. commits, is charged with, or is convicted of a criminal offence
 - b. commits, is charged with, or is convicted of a driving offence (but not parking offences)
 - c. has their driving licence suspended or cancelled, or has a special condition added to their licence
 - d. has had a claim declined or a policy avoided
 - e. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if, in our opinion, there is a substantial change in risk.

5. You and any person in charge of your *motorbike* with your permission must:
 - a. take reasonable care to protect and maintain your *motorbike* and to avoid legal liability, and
 - b. ensure that your *motorbike* is securely locked and any installed alarm or immobiliser is activated when unattended.
6. We reserve the right to apply any claims monies owed to you to any unpaid premiums.
7. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).

If you do not comply with your responsibilities under this section, **You have certain responsibilities** on page 22, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any *unused premium*.

If we avoid your policy, we will do so from the date of the incorrect statement, false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from the date the policy was avoided. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

You can make a claim online at www.clubauto.co.nz/claims or call us on 0800 506 506.

You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here's a list of what you and any person in charge of your vehicle with your permission must do at claim time.

Before you lodge your claim

Here's what you must do

1. Inform the Police if it appears that arson, theft, burglary or malicious damage has occurred and provide details of the complaint to us, for example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in *loss* of property, or caused *bodily injury* to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further *loss* or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

Once you've lodged your claim

Here's what you must do

6. Let us inspect the damaged *motorbike* and deal reasonably with any salvage. No property may be abandoned to us.

7. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
8. Provide proof of purchase and/or proof of ownership of all items being claimed for.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them. Instead, refer them to us.
11. Pay any applicable excess and any additional excess.
12. Let us instruct a solicitor of our choice to conduct your defence. You must follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

Here's what you must do:

14. Make sure that any repairs are carried out promptly.
15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person is ordered to make *reparation* to you for any *loss* or cost that was part of the claim. Reimburse us for that payment as soon as you receive any *reparation*.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

If you do not comply with your responsibilities under this section, **You have certain responsibilities at claim time** on page 23, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any *unused premium*.

If we avoid your policy, we will do so from the date of the incorrect statement, false statement, fraudulent act, or breach. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

How we'll look after your claim

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the *loss* and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you all the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.

What excesses you may need to pay

The *excess* is the amount of any claim that you're responsible for. The *excess* applies to each event that results in a claim. Where *loss* has been caused on multiple occasions or events, an *excess* will apply for each occasion or event.

Unless the benefit being claimed says it's *excess-free*, you'll need to pay your *excess* and any additional excesses we may have applied to your policy.

Your *excess* and any additional excesses that apply are detailed on your *certificate of insurance*.



If your vehicle is becoming more popular, either by its rarity or another factor, you might find its value is actually increasing.

Make sure you get a valuation and increase the insured level at renewal time (or earlier if required).



How we'll settle your claim

We'll settle your claim for *loss* following the process set out below.

For repairs

If we decide it is economical to repair your *motorbike*, we have the option to:

1. arrange the repair, or
2. pay you an amount equal to the reasonable cost of repairs as assessed by us.

The most we'll pay is the least of:

- a. the cost of repairs,
- b. the *market value* (including *accessories* and *modifications* listed on your *certificate of insurance*) at the time of *loss*, or
- c. the sum insured shown on your *certificate of insurance*.

If we decide to repair your *motorbike*, and you've decided to go to a repairer who is not part of our recommended repairer network, we may choose Option 2 above.

In the case of partial *loss* to your *motorbike*, we'll automatically reinstate your *motorbike* sum insured to its *pre-loss* cover value after we meet any claim and repairs have been completed.

For a total loss

If we decide your *motorbike* is a total *loss*:

1. the most we will pay is the lesser of:
 - a. the *market value* (including *accessories* and *modifications* listed on your *certificate of insurance*) at the time of the *loss*, or
 - b. the sum insured shown on your *certificate of insurance*
2. your *motorbike*, including its *accessories* and *modifications* covered by this policy, and any unused *on-road costs*, and any proceeds of the salvage will become our property. If we ask, you must provide your written consent to help us collect any unused *on-road costs*
3. we'll automatically cancel your policy.

If you pay your premium by instalments, you must pay the rest of the annual premium before we settle your claim.

Things that apply in all cases:

We won't pay more than the maximum amounts detailed for all benefits in this policy wording or on your *certificate of insurance*.

We'll pay an interested party (finance company and so on) if we've been notified of their interest in your *motorbike*. Their receipt will discharge us to the extent of our payment.

If your *motorbike* includes any set of *accessories* or *modifications* that are insured by this policy, we'll first try to match the undamaged item or items and, if that is not possible, we'll pay for the nearest equivalent set available.

We have the option to use new, recycled or reconditioned parts in any repair.

We have the option to depreciate the value of any tyres we pay for as part of your claim.

We reserve the right to apply any claims monies owed to you to any unpaid premiums.

Replacement parts

We'll pay for any part, *accessory* or *modification* not currently available in New Zealand up to the lesser of:

1. the last known list price in New Zealand when the part, *accessory* or *modification* was available, or
2. the closest New Zealand equivalent of the part, *accessory* or *modification*.

Limits

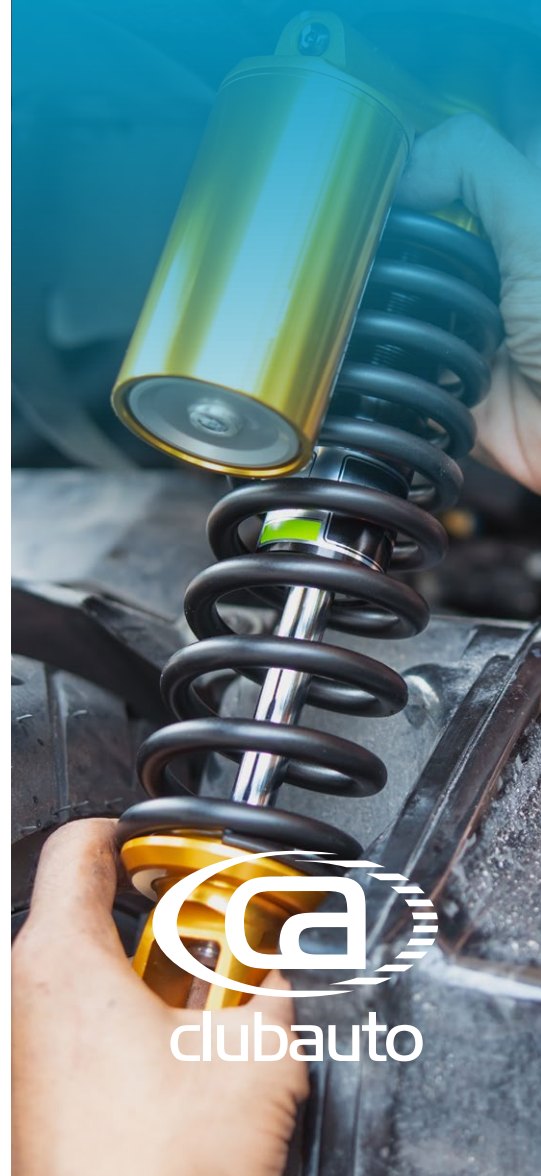
Your *motorbike* is not covered for:

1. freight and other costs to import parts, *accessories* or *modifications* from outside New Zealand
2. any costs due to the inability to match existing paint or vehicle wrapping or signage, or
3. costs to replace any part, *accessory* or *modification* that has not suffered *loss*, other than wheels where we can't match the set.



INSURANCE TIP

Your claim will be looked after by a dedicated claims handler. If you have any questions along the way, you're welcome to reach out to them directly, or speak with anyone in our claims team — we're all here to help.



Other important information

You can cancel this policy

You can cancel this policy by notifying us either online or by phone or email. We'll refund 80% of the unused portion of your premium less the administration fee portion which is non-refundable.

We may cancel this policy

We may cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records.

We may also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

- **You have certain responsibilities** on page 22
- **You have certain responsibilities at claim time** on pages 23 & 24
- **Making changes to this policy** on page 28.

If we cancel or avoid your policy, we'll refund any *unused premium* less the administration fee portion, which is non-refundable.

Free look period

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if, in our opinion, there is a substantial change in risk. We'll give you at least 7 days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund any unused premium.

Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the *motorbike*.

This policy is under New Zealand law

New Zealand has jurisdiction

The laws of New Zealand apply to this policy. The Courts of New Zealand have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

New Zealand currency and taxes apply

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

How we'll communicate with you

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then, an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. If you are not satisfied with this outcome, you may ask for your concern to be reviewed by the underwriter, Tower Limited. If we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information, check out clubauto.co.nz/complaints.

Glossary

Please note words in the singular can be in the plural and vice versa.

| | |
|---------------------------------|---|
| Accessory | A fitting or attachment designed for and installed in or on your <i>motorbike</i> that is not supplied or fitted by the manufacturer of your <i>motorbike</i> as standard equipment for your make and model. This fitting or attachment is a non-essential part of your <i>motorbike</i> . |
| Accidental | Unintended and unexpected by you. |
| Bodily injury | <i>Accidental bodily injury</i> to a person occurring during the <i>period of insurance</i> in New Zealand, including death, illness, disability, disease, shock, fright, mental anguish or mental injury. |
| Certificate of insurance | The <i>certificate of insurance</i> first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event). |
| Communicable disease | Any disease that can be transmitted by any substance or agent from any organism to another where: <ol style="list-style-type: none"> 1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and 2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is: <ol style="list-style-type: none"> a. airborne b. bodily fluid from or to any surface or object c. solid, liquid or gas, or between organisms, and 3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property. |
| Computer system | Any of the following things: <ol style="list-style-type: none"> 1. any computer, hardware, software, communications system 2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device) 3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, <i>data</i> storage device, networking equipment or back up facility. |
| Current value | The cost at the time of <i>loss</i> of repairing or replacing <i>accessories</i> and <i>modifications</i> to a condition no better than new, less an appropriate allowance for depreciation. |

| | |
|----------------------------|--|
| Cyber-attack | One or more unauthorised, malicious, or criminal acts regardless of time and place – involving access to, processing of, use of or operation of a <i>computer system</i> . A <i>cyber-attack</i> can be the threat or hoax of these acts. |
| Cyber incident | Any of the following things: 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <i>computer system</i> 2. any partial or total unavailability or failure to access, process, use or operate any <i>computer system</i> ; it can be a single incident or a series of related incidents. |
| Data | Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a <i>computer system</i> . |
| Excess | The amount of any claim that you must bear as shown on your <i>certificate of insurance</i> and/or in this policy wording. |
| Loss | Sudden and <i>accidental</i> physical loss or sudden and <i>accidental</i> physical damage occurring during the <i>period of insurance</i> in New Zealand. |
| Market value | The reasonable value of a motorbike of the same make, model, kilometres travelled, year and condition as your <i>motorbike</i> (including any <i>accessories</i> and <i>modifications</i> listed on your <i>certificate of insurance</i>) immediately before the <i>loss</i> , as assessed by a professional valuer approved by us. |
| Modifications | Changes or customisations to your <i>motorbike</i> from the manufacturer’s standard specifications, including but not limited to changes made to engine, steering, suspension, tyres or wheels, exterior paint work including paint effects and wraps. |
| Motorbike | The <i>motorbike</i> listed on your <i>certificate of insurance</i> . |
| On-road costs | This means any Vehicle Licence Fees (commonly called rego), Road User Charges (commonly called RUC), and Warrant of Fitness (commonly called WoF). |
| Period of insurance | The period shown on your <i>certificate of insurance</i> . If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise, cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your <i>certificate of insurance</i> or at the effective time of cancellation. |
| Reparation | An amount ordered to be paid under Section 32 of the Sentencing Act 2002, or any amendment or replacement Act, by a New Zealand Court to a victim of an offence. |
| Time-element loss | <i>Time-element loss</i> means business interruption, contingent business interruption or any other consequential losses. |
| Unused premium | Premium for the days you’ve paid for, but will not be insured (calculated as at the effective date of cancellation) excluding the administration fee, which is not refundable. |

VEHICLE INSURANCE EXPERTS
you'll be surprised at what we can cover



clubauto