



COMBINED MOTORCYCLE INSURANCE

Comprehensive, Third Party,
Fire, Theft and Transit



Make your dream a reality.

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1. ABOUT YMI

ABOUT THE INSURER

The Insurer of this Policy is HDI Global Specialty SE acting through its New Zealand branch, 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 HDI-Platz 1, 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>

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

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 YMI, who will be able to explain it to You. Any claims and general enquiries should be directed to YMI:

- Email: customerservice@yminz.co.nz
- Telephone: 0800 664 678

This Policy has been designed by YMI in conjunction with Yamaha to give Motorcycle owners like You, simple and easy to understand cover to protect You in the event of a crisis such as a collision, accident, fire or theft. Plus, this Policy gives You added benefits, which may not be covered by other insurers, which will help You get back on the road sooner.

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 AND THIS DOCUMENT

So that You understand exactly what Your insurance covers and does not cover, make sure You read the cover sections as well as the limits (including excesses), conditions and exclusions that apply.

Throughout this document, words appearing capitalised will have special meanings. These meanings are set out in the Policy wording section headed "[Definitions](#)".

This Policy Wording issued by YMI was prepared on 3rd of April 2026, and tells You about Yamaha Combined Motorcycle Insurance.

You should also read the exclusions and limitations which apply to certain covers and the general exclusions which apply to all covers. Other limitations, conditions or exclusions may be listed in other documents which make up the Policy.

COOLING OFF PERIOD

If You change Your mind about Your Policy and have not made a claim, You can cancel it within 21 days of the start or renewal date and We will give You a full refund of any premiums paid. If You cancel Your Policy in these circumstances, You will have no cover under the Policy.

To cancel Your Policy within the cooling-off period, please contact YMI.

You can also cancel Your Policy outside the cooling-off period, see the 'Cancelling Your policy' section below.

QUERIES AND CHANGES

We are here to answer any questions You have about Your insurance. If You have any questions about this Yamaha Comprehensive Motorcycle insurance or would like to update or change Your insurance or make a claim, please:

- Telephone customer service: 0800 664 678
- Email: customerservice@yminz.co.nz
- In writing: Private Bag 94412
Botany, Auckland
New Zealand 2163
- Visit: www.yminz.co.nz

QUALITY GUARANTEED

If We choose and instruct a repairer to repair Your Motorcycle, We guarantee the quality of those repairs 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.



**FOR CLAIMS CALL:
0800 664 678**

2. A SUMMARY OF YOUR COVER

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

Each 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 TYPES OF COVER CAN YOU APPLY FOR?

There are three (3) types of cover You can apply for:

- **Comprehensive Cover** – provides You with cover for Accidental damage or loss to Your Motorcycle as a result of Insured Event(s), An Accident, Fire, Malicious acts, Theft from place of storage, Storm, or Flood up to individual amounts payable, and legal liability arising from damage to someone else's property caused by the use of your Motorcycle.
- **Third Party, Fire, Theft and Transit Cover** – provides You with defined cover for Accidental damage or loss to Your Motorcycle caused only by Fire, Theft, Transit Damage and Third Party Liability cover.
- **Third Party Liability Cover only** – provides cover for Your legal liability to third parties only, and not for loss of or damage to Your Motorcycle.

Additional and Optional Covers may also apply, or be available, under Comprehensive Cover and Third Party Fire, Theft & Transit Cover. You will only have Optional Cover that You have chosen, and which is shown on Your Certificate of Insurance.

Individual and aggregate limits apply to additional benefits.

Modifications to Your Motorcycle are excluded unless We have agreed to them in writing. If We have agreed to cover these modifications, they will be shown on Your Certificate of Insurance under Motorcycle Modifications

WE PROVIDE COVER ON AN AGREED VALUE OR 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. There are two (2) options that may be available to You depending on the basis of Your circumstances:

- **Market Value** – is where We agree to pay You up to the amount We determine the market would reasonably pay for Your Motorcycle immediately prior to the Incident. We consider the condition, age, make, model and kilometers 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 transfer fees or allowance for dealer profit.
- **Agreed Value** – this is the amount We agree to pay You for the Motorcycle when Your cover is taken out or renewed. This amount will be noted on Your Certificate of Insurance

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.

We will tell You when You first take out this insurance and on each renewal notice, whether We will provide renewal terms on an Agreed Value or Market Value basis.

The maximum amount We will pay for any Motorcycle not listed with an Agreed Value on the Certificate of Insurance will be its Market Value.

If you have cover under the Replacement Motorcycle Benefit then the Market Value or Agreed Value does not apply.

Additional Cover and Optional Cover benefits are independent to the Market Value or Agreed Value amounts and are limited to the amount specified for each particular benefit.

SIGNIFICANT RISKS

If You have insured Your Motorcycle for an Agreed Value, You should review the Agreed Value at the time of each renewal of Your Policy to ensure this remains adequate.

ABOUT OUR REPLACEMENT MOTORCYCLE BENEFIT

If You have bought a brand-new Motorcycle and have purchased Comprehensive Cover within the first seven (7) days of ownership:

- For a Yamaha-Branded Motorcycle, You get thirty six (36) months new replacement under the Replacement Motorcycles Benefit.
- For a Non-Yamaha Branded Motorcycle You get twenty four (24) months new replacement under the Replacement Motorcycles Benefit.

See Additional Cover section for full conditions.

3. THINGS YOU SHOULD DO WHEN PURCHASING INSURANCE

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 to You.

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 Policy Wording 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, including the make and model of the insured Motorcycle;
- the place where the Motorcycle is usually located;
- the age of the insured person and any drivers You have told Us about;
- Optional cover You request;
- the limits and Excess(es) that will apply;
- previous claims history of the insured person and any drivers You have told Us about; 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. Stamp Duty and GST) for Your insurance. We show these on Your Certificate of Insurance.

We will provide You with a NCB for Your good driving and good insurance history.

We will determine if You qualify for a NCB discount and if You do, we will notify You of Your NCB rating level and the NCB discount that will apply to You.

We determine Your NCB rating level when You take out a new policy and upon each renewal of Your Policy based on:

- i. the number of consecutive years you have held a Motorcycle licence; and
- ii. whether You have had any at-fault Motorcycle related claims.

Our NCB ratings work as follows:

NCB 1	40% discount	The NCB rating 1 discount will apply if You have been riding consecutively for 3-years or more without an at fault claim
NCB 2	30% discount	The NCB rating 2 discount will apply if You have been riding consecutively for 2-years or more without an at fault claim
NCB 3	20% discount	The NCB rating 3 discount will apply if You have been riding consecutively for 1-year or more without an at fault claim

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 minimum premium amount.

PAYING YOUR PREMIUM BY INSTALMENTS

If Your premium is payable in instalments, this will increase the amount of premium that You must pay. We will let you know the total amount payable when you apply for your cover and it will be shown on your policy schedule. You must continue to pay the instalments to maintain cover.

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

If You are paying by instalments and We agree to renew Your Policy, We will deduct the instalments for the new Policy from Your previously nominated bank account unless You tell Us otherwise.

If an instalment is not paid, We will try to deduct the overdue amount 7 days after it was first due. If the attempt to deduct the outstanding amount fails, then we will send you a notice in writing regarding your non-payment.

If Your instalment remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.
- send You a second notice advising you of Cancellation, and cancellation will be effective 14 days from the date on the notice.

PAYING BY DIRECT DEBIT

You can choose to pay your premium annually or in instalments by direct debit. Check with your financial institution whether your account allows direct debits.

If you choose to pay by direct debit, you authorise us to debit your nominated account for the agreed premium. If the scheduled debit date shown on your Policy Schedule is a public holiday or bank holiday, we'll debit your account on the next business day.

You need to make sure your nominated account details are correct and up to date. This includes advising us of the expiry date of a payment card or a change to the payment method. If your nominated account details change you must tell us at least 7 days before the next instalment is due to allow us to process the change in time.

You need to have enough funds in your nominated account to allow our scheduled debit. If you don't, you'll be responsible for any fee or interest charged by your financial institution. You can also choose to stop your direct debit by contacting your financial institution.

YOUR DUTY OF DISCLOSURE

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.



4. THINGS YOU MUST DO AFTER PURCHASING INSURANCE

MAINTAIN THE MOTORCYCLE

Throughout the duration of Your Policy, You must maintain Your Motorcycle in a Roadworthy Condition.

If you are aware that your Motorbike is likely to go through a period of being Unregistered, you must advise us, and you can request the Optional Benefit of Lay-up Cover, for which you will receive a monthly discounted premium as the cover provided under this benefit is restricted, and only applies during the period specified on the Certificate of Insurance.

The Motorcycle may no longer be in a Roadworthy Condition or in a safe operating condition immediately after an Incident. It is important that You do not Ride it after an Incident if it is no longer in a Roadworthy Condition or safe to Ride.

You must also make reasonable efforts to protect Your Motorcycle from any loss or damage. We will not pay for damage, injury, loss or Your liability to which Your failure to take reasonable care is a contributing factor, for example:

- leaving your keys in Your Motorcycle and leaving it unattended;
- continuing to drive Your Motorcycle after it has been damaged or is overheating
- not securing Your Motorcycle after it has broken down, been damaged or You have been notified it has been found after it was stolen.

If You do suffer loss or damage to Your Motorcycle You must also make reasonable efforts to prevent any further loss or damage.

CHECK THE FOLLOWING PRIOR TO GIVING ANY PERSON PERMISSION TO RIDE YOUR REGISTERED MOTORCYCLE ON A PUBLIC ROAD:

- Is their driver's licence invalid and/or suspended or cancelled?
- Does the Rider not meet the Special Conditions section noted on Your Certificate of Insurance?

If any of these restrictions or conditions exist You must not give permission for that person to use Your Motorcycle, or We may (acting reasonably) refuse to pay a claim that arises out of that person's use of Your Motorcycle.

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:

- changes to Your Motorcycle,
- the address where the Motorcycle is kept,
- the people covered by Your Policy

If You don't tell Us, We may reduce or refuse to pay a claim.

When You tell Us about a change or request a change to Your Policy, We will assess the change to the risk in accordance with Our underwriting rules and processes. If You request any change to cover (for example, You choose to add a cover option) and We agree to the change, We will issue a new Certificate of Insurance and ask You for any additional premium.

If an additional premium is required, the change to Your cover will only become effective when:

- if You are paying in instalments by direct debit, any remaining instalments have been adjusted to reflect the additional premium, or
- You have paid the additional premium by the due date We give to You.

If You don't pay the additional premium by the due date then We will make reasonable efforts to contact You using the most recent contact details You provided to Us. If We don't receive payment of the additional premium owed, the change will not be effective.

If You request any change to cover and We don't agree to the change, then We will make reasonable efforts to contact You using the most recent contact details You provided to Us to let You know.

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.

5. 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 standard 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 other additional 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 and will be applied to any Rider 21 Years of age or younger.

UNLISTED RIDER EXCESS

Should Your Motorcycle be ridden by any person, other than a Listed Rider, an additional Excess will be applied to each claim.

However, this additional Excess will not apply:

- when loss or damage by Fire occurs without impact or collision;
- when loss or damage occurs by Malicious Acts;
- if the Motorcycle is stolen; or
- when loss or damage occurs while the Motorcycle is in the hands of a repairer or sales outlet for service, repairs or sales purposes.

INEXPERIENCED RIDER EXCESS (25 YEARS AND OVER)

An additional inexperienced Rider Excess applies when the Rider at the time of the Incident has not held a New Zealand Motorcycle licence for 2 years or more and is 25 years of age or over. This Excess does not apply if the Incident is;

- a result of a Fire, explosion, Flood, or
- Theft or
- where Your Motorcycle is damaged whilst parked

THEFT EXCESS

Theft Excess is the amount You must pay in the event Your Motorcycle is stolen. If a Theft Excess applies, the amount will be shown on Your Certificate of Insurance. The Theft Excess applies in addition to the Basic Excess and any other applicable excess for the claim.

NIL EXCESS

No Excess is payable for claims relating to:

- Loss or Damage to Your Motorcycle which is caused by a third party providing You can identify the third party at fault and provide their name, address, phone number and insurance company details
- The additional benefit of keys and Locks

GOODS AND SERVICES TAX (GST) AND YOUR INSURANCE POLICY

Information You must give to Us If You are registered, or required to be registered, for Goods and Services Tax ("GST") purposes You must provide Us in writing with your GST Number when requested. You must also advise Us in writing what Your Input Tax Credit ("ITC") entitlement is for the insurance premium either:

1. on or before entry into, renewal or variation of this policy; or
2. if permitted under the GST law, at any other time at or before You first notify Us of a claim under this policy.

If You have told Us Your ITC entitlement under (i) above and Your ITC entitlement later alters, You must tell Us promptly in writing about that alteration.

If You are registered and You cease to be registered for GST purposes You must tell Us immediately in writing.

GOODS AND SERVICES TAX (GST) AND CLAIMS

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

However, if You are or would be entitled to claim any input tax credits under the Goods and Services Tax Act 1985 for the repair or replacement of the insured property or for other things covered, We will reduce any claim under the Policy by the amount of such input tax credits. You must advise Us of Your correct input tax credit entitlement where You are registered for GST. You are liable to Us for any GST liability We incur rising 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 (as advised by Your credit provider) and if applicable pay You the remaining balance.

Where any Motorcycle is subject to Finance 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.

You must take the necessary steps which We require to remove any security interest in Your Motorcycle after Your Finance Contract has been discharged.

REINSTATEMENT OF SUM INSURED FOR CERTAIN CLAIMS

Where we have authorised and paid a repairer to perform repairs to your Motorcycle, We will automatically reinstate the sum insured to the same amount shown in the Certificate of Insurance unless we tell you otherwise in writing.

IF YOUR MOTORCYCLE IS A TOTAL LOSS

In the event that the Additional Cover benefit of Replacement Motorcycle applies, your total loss claim will be settled on that basis, as per the Additional Cover section of this policy.

If there has been a Total Loss claims settlement 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, (unless the Replacement Motorcycle benefit applies), 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.

The total premium is payable and non-refundable because You have received the benefits associated with a Total Loss claim under the Policy.



6. 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.

If You need to make a Claim You should 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, licence 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 checklist 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, damage or liability;
- report the Incident to the police or other relevant authority (We may need the police report number to process Your claim or Our recovery action if there is a third party who is liable for Your loss);
- tell the police if the Incident involves Theft, attempted Theft, Malicious Acts, injury or impact; and
- call Us as soon as possible on 0800 664 678 or email Us: claims@ymia.co.nz

YOU MUST NEVER, WITHOUT OUR WRITTEN CONSENT:

- unreasonably 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 may be the subject of a claim by You against Us under this Policy; and/or
- dispose of any damaged property

WE WILL ALSO REQUIRE YOU TO:

- 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;
- send Us any communication You receive relating to the claim (including telling Us of pending court proceedings or offers of settlement);
- help Us as We work to negotiate, defend or settle any claim made under the Policy and to exercise for Our benefit Your legal right of recovery against any other party;
- 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 require you to authorise the cost of dismantling the Motorcycle, 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 covered, We will settle Your claim in accordance with the terms and conditions of the Policy.

However, We will never pay more than the relevant Agreed Value or Market Value limit specified in this document or on Your Certificate of Insurance less any applicable Excess(es).

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).

HOW DO WE SETTLE A COVERED CLAIM?

If Your Motorcycle or another item is covered under the Policy We will at Our discretion subject to policy conditions:

- repair Your Motorcycle or relevant item;
- pay You the reasonable cost of repairing your Motorcycle or relevant item; or
- pay You up to the Agreed Value or Market Value (whichever is specified as applicable) of Your Motorcycle in the event of Total loss when the Replacement Motorcycle Benefit does not apply.
- replace the motorcycle if the Replacement Motorcycle benefit applies; or,

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

If your Motorcycle is a Total Loss and in the event that the Additional Cover benefit of Replacement Motorcycle applies, **your Total Loss claim will be settled on that basis.**

You must pay Your Excess to Us, or to any repairer We engage to repair Your Motorcycle. We will advise you at the time of Claim lodgement how you need to pay your excess. If We pay You a cash settlement for your claim, 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 the Agreed Value or Market Value, whichever is applicable). Where possible We will use the manufacturer's genuine parts (but parts may be supplied by persons other than the Motorcycle manufacturer).

If We accept Your claim and Your Motorcycle **is more than five (5) years old** from date of first registration:

- We will pay for repairs based on the cost to repair Your Motorcycle to as near as possible to its appearance and condition immediately prior to the claimed loss or damage
- Parts used in repairing Your Motorcycle by may be manufactured by persons other than the original manufacturer and will be compatible with the age and condition of Your Motorcycle
- 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 contribute to the cost of repairs.

REPAIRING YOUR MOTORCYCLE

In the event of a claim, We may ask You to get one (1) quotation from a Motorcycle repairer whom We may nominate. We may also decide which repairer is to repair Your Motorcycle.

If We choose and instruct a repairer to repair Your Motorcycle, We will guarantee the quality of workmanship and materials on authorised repairs, including any sub-let repairs, for the life of Your Motorcycle at no extra cost to You, while the Motorcycle is owned by You.

AGREEMENTS AFFECTING RIGHTS OF RECOVERY AND SUBROGATION

We:

- have the right to recover the amount of any claim paid under the Policy from the person who caused You to suffer loss or damage or to defend You if it is alleged that You caused loss or damage to someone else;
- have full discretion in the conduct, settlement or defence of any claim in Your name; and
- may take over the defence of Your liability and defend, negotiate or settle the liability as We see fit and We may appoint Our own lawyers to act for You. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

You:

- must take reasonable steps to help Us even after We have paid Your claim, including making further written statements and providing documents We consider relevant;
- must attend Court to give evidence if reasonably required by Us; and
- must notify Us as soon as reasonably possible of any Incidents, demands, notices or Court documents You receive relating to an Accident that resulted in, or could result in, a claim. If You do not, We may reduce or deny Your claim to the extent We are prejudiced by Your delay

WHEN WE MAY REFUSE A CLAIM

We may 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.

OTHER INSURANCE

If at the time of any loss, damage or Accident that may give rise to claim under the Policy, there is any other insurance Policy covering the Motorcycle or Your liability arising from the use of the Motorcycle as described in the Policy, then We reserve the right to seek contribution from any other insurer(s). If You are aware of such other insurance, You are required to notify Us. You must also provide Us with all reasonable information and reasonable assistance in the recovery of Our ratable proportion of such loss or damage.

7. HOW WE RESOLVE YOUR COMPLAINTS

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

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
c/o HDI Global Specialty SE – Australia
Level 19, 20 Martin Place
Sydney, NSW, 2000
- Email: 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
- Website: www.ifso.nz

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

8. 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



9. POLICY COVERAGE

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 Policy Wording issued by Us.

The following cover types only apply 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.

COMPREHENSIVE COVER

We will cover You for:

- Accidental damage or loss to Your Motorcycle caused by an Accident or by Fire, Malicious Acts, Storm or Flood, Theft or Transit Damage occurring during the Period of Insurance; and
- legal liability arising from the use of Your Motorcycle

THIRD PARTY, FIRE, THEFT & TRANSIT COVER

We will cover You for:

- loss of or damage to Your Motorcycle caused only by the following occurring during the Period of Insurance:
- Fire,
- Theft – limited to Theft or attempted Theft from Place of Storage,
- Transit Damage – limited to Accidental loss of or damage to Your Motorcycle whilst being transported in a trailer; and
- legal liability arising from the use of Your Motorcycle

THIRD PARTY LIABILITY COVER

We will cover You for Your legal liability to pay compensation for loss or damage to the property of others where the:

- loss or damage results from an Accident during the Period of Insurance, occurring within New Zealand

Third Party Liability Cover includes cover for legal liability resulting from:

- Your use of another motorcycle with the permission of its owner, provided it is not:
- owned by You or being leased to You; or
- being purchased or hired to You under any form of hire or purchase agreement.
- any Rider using Your Motorcycle with Your permission.

We will also pay all charges, expenses and reasonable legal costs incurred by Us or by You with Our prior written consent (which will not be unreasonably withheld) in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:

- You are entitled to cover under the Policy; or
- You would be entitled to cover under the Policy if such claim or suit were to be sustained.

MAXIMUM AMOUNTS PAYABLE UNDER THIRDPARTY LIABILITY COVER

The most that We will pay for Your legal liability resulting directly or indirectly from an Accident is \$1,000,000. This amount includes all charges, expenses and legal costs covered under Third Party Liability Cover.

WHAT YOU ARE NOT COVERED FOR – ALL COVER TYPES


You are not covered for the General Exclusions.

In addition to the General Exclusions, You or any other person to whom the cover has been extended are not covered for:

1. loss or damage to a Substitute Motorcycle;
2. loss or damage to property belonging to or under the care, custody or control of You (except Personal Effects as defined), any Rider, or any person covered under the Policy;
3. any responsibility which You or the Rider have agreed with any party to accept in connection with any loss or damage for which the law could not otherwise hold You or the Rider responsible;
4. any liability to pay fines and/or other penalties or reparation orders or any punitive, exemplary or aggravated damages awarded against You;
5. any liability for which there is an entitlement to claim an amount for benefit under a statute or other policy in respect of the liability; or
6. any liability arising from injury, illness or death to any person.

Subject to other terms and conditions, limitations and exclusions of the Policy, unless stated otherwise, if We accept a claim for loss of or damage to Your Motorcycle under Your Policy as being covered, We will also provide You with the Additional cover listed in the following table where applicable. The benefits only apply if noted by a tick in relation to the specified cover listed on Your Certificate of Insurance as applicable and any relevant criteria specified for the benefit is met.

ADDITIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<p>SALVAGE COSTS</p> <p>If Your Motorcycle cannot be ridden following an accident covered by this policy, We will pay the reasonable cost of removing it to the nearest repairer or place of safety up to one thousand dollars (\$1000.00).</p>	✓		
<p>REPATRIATION COSTS</p> <p>We will pay the reasonable cost of accommodation and travel for You and Your passenger to return to Your home after an accident occurs to Your Motorcycle which results in a claim payable under this policy, including the reasonable costs of also returning Your repaired Motorcycle to Your home provided Our total liability is limited to fifteen hundred dollars (\$1500.00) for any one accident.</p>	✓		
<p>HELMET COVER AND RIDING GEAR</p> <p>In the event of an accident giving rise to a claim coverage is extended to cover Your helmet, and other riding gear, primarily designed and intended to be worn whilst riding Your Motorcycle, such as riding jacket, riding pants and riding boots, is lost or damaged up to a limit of fifteen hundred dollars (\$1500.00) any one item with a maximum of three thousand dollars (\$3000.00) any one claim.</p> <p>We may, subject to criteria including but not limited to, the age, usage and condition of the Riding Gear, take into account reasonable depreciation in settling the claim. We will utilise expert opinion where We apply depreciation and will inform You how this is calculated where applicable.</p>	✓		
<p>KEYS AND LOCKS</p> <p>Where Your Motorcycle Keys and/or combinations have been stolen or illegally duplicated We will pay up to fifteen hundred dollars (\$1500.00) to replace Your keys and/or locks. No excess applies.</p>	✓		

<p>ADDITIONAL COVER:</p> <p>This cover provided will only apply to a Comprehensive Insurance policy and provided We have accepted a claim under this Section of the Policy.</p>	<p>COMPREHENSIVE COVER</p>
<p>REPLACEMENT MOTORCYCLE BENEFIT: THIRTY SIX (36) MONTHS NEW-BIKE REPLACEMENT ON YAMAHA BRANDED MOTORCYCLES.</p> <p>This benefit only applies if:</p> <ul style="list-style-type: none"> • Your Yamaha Branded Motorcycle was purchased new; and • You have taken out Yamaha Comprehensive Motorcycle Insurance to insure this new Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle when new; and • You have continued to hold Yamaha Motorcycle Insurance to insure the Yamaha Branded Motorcycle until the Total Loss <p>If Your Yamaha Branded Motorcycle is declared by Us to be a Total Loss within thirty six (36) months of its original registration, We will seek to replace it with a new Yamaha Branded Motorcycle of the same make, model or series, subject to availability. We will also pay for Your Out of pocket expenses.</p> <p>In the event that we are unable to replace your Motorcycle with the same make, model or series, we will cash-settle your claim and pay to You the original invoice purchase price, plus Your Out of pocket expenses, (limited to a maximum payment of 10% above the original invoice purchase price)</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> • if Your Policy is cancelled • if Your Yamaha Branded Motorcycle is no longer covered by the Policy; • Thirty six (36) months from the Yamaha Branded Motorcycle's original registration; • where Your Yamaha Branded Motorcycle has been sold. <p>REPLACEMENT MOTORCYCLE BENEFIT: TWENTY FOUR (24) MONTHS REPLACEMENT ON YOUR NON-YAMAHA BRANDED MOTORCYCLES</p> <p>1. This benefit only applies if:</p> <ul style="list-style-type: none"> • Your Non-Yamaha Branded Motorcycle was purchased brand-new; and • You have taken out Yamaha Motorcycle Insurance to insure this Non-Yamaha Branded Motorcycle at the same time as purchasing the Motorcycle when new, and • You have continued to hold Yamaha Motorcycle Insurance to insure the Non- Yamaha Branded Motorcycle until the Total Loss. <p>If Your non-Yamaha Branded Motorcycle is declared by Us to be a Total Loss within twenty four (24) months of its original registration, We will, seek to replace Your non-Yamaha Branded Motorcycle with a new Motorcycle of the same make, model or series, subject to availability. We will also pay Your our of pocket expenses.</p> <p>In the event that we are unable to replace your Motorcycle with the same make, model or series, we will cash-settle your claim and pay to You the original invoice purchase price, plus Your Out of pocket expenses, (limited to a maximum payment of 10% above the original invoice purchase price)</p> <p>This benefit does not apply:</p> <ul style="list-style-type: none"> • if the Policy is cancelled; • if Your non-Yamaha Branded Motorcycle is no longer covered by the Policy; • Twenty four (24) months from the non-Yamaha Branded Motorcycle's original registration; • where Your non-Yamaha Branded Motorcycle has been sold. 	

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

MARINE GENERAL AVERAGE

This is deliberate loss or damage incurred to the Motorcycle in time of peril to prevent the loss of a ship and/or cargo. We will pay for any contributions and/ or expenditure which may become legally payable by You because of Your Motorcycle being carried by ship between ports in New Zealand.

RIDERS UNDER 25 YEARS OF AGE RESTRICTION

When the Certificate of Insurance shows that Under 25 Rider restriction option applied We will not cover any accidental loss, damage or liability, which results in a claim, when the Rider of Your Motorcycle was a person under 25 years of age and the restriction is noted on Your Certificate of Insurance. We will not refuse to pay Your claim if the Rider of Your Motorcycle:

- a) was found guilty of theft or illegally used Your Motorcycle; or
- b) was a person paid by You to repair service or test Your Motorcycle.
- c) Uninsured Third-Party Cover

If Your Certificate of Insurance shows cover type Third Party, Fire, Theft and Transit We will cover Your Motorcycle for loss or damage arising from an accident caused by the driver of an uninsured vehicle up to the maximum amount of three thousand (\$3000) including the cost of protection, removal and towing.

You may only claim under this extension if:

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

NO CLAIM BONUS AND EXCESS PROTECTION

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

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

NATURAL DISASTER

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

Subject to other terms and conditions, limitations and exclusions of the Policy the following optional cover can be added to Your Policy. An optional cover can only be added to a cover type specified with a tick. Only those options that You have selected and are shown on Your Certificate of Insurance are covered under Your Policy.

OPTIONAL COVER:	COMPREHENSIVE COVER	THIRD PARTY, FIRE, THEFT AND TRANSIT COVER	THIRD PARTY LIABILITY COVER
<p>LAY UP COVER</p> <p>If You take this option, the cover for Your Motorcycle under the Policy is restricted to loss or damage occurring while Your Motorcycle is within the gates, walls, or fences of Your home address as specified on Your Certificate of Insurance, other than during the period midnight Friday night to midnight on the next Sunday night (these times and days are those which are applicable to the home address). This restriction gives You a monthly discounted premium and only applies during the period specified on the Certificate of Insurance.</p> <p>You are not covered for loss or damage while Your Motorcycle is outside the gates, walls, or fences of Your home, in Transit or being Ridden (other than during the period midnight Friday night to midnight on the next Sunday night (as stated above), unless Your Motorcycle is being taken to or from a Motorcycle dealership for service or repair (APPLIES TO BOTH COMP AND 3RD PARTY FIRE & THEFT)</p>	✓	✓	

THIRD PARTY LIABILITY

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

This Liability Cover is also extended:

- a) To You while You are using another Motorcycle with the permission of its owner provided it's not:
 - owned by You or being leased to You.
 - being purchased or hired to You under any form of hire or purchase agreement.
- b) To any other person using Your Motorcycle with Your permission, but subject to the terms and conditions of the policy.
- c) To protect Your employer while Your Motorcycle is being used by You (or a fellow employee with Your permission) on Your employer's business or while You are riding another Motorcycle as a servant or agent of Your employer.
- d) To cover defence, inquiry costs and expenses incurred by You with Our consent plus any costs and expenses (excluding fines) awarded against You.

Provided that there is no cover under any of these extensions if there is any cover provided for that person, property or Motorcycle under any other policy.

THIRD PARTY LIABILITY LIMIT

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

10. GENERAL EXCLUSIONS - WHAT YOU ARE NOT COVERED FOR

1. You are not covered for any loss, damage, liability or costs caused by or resulting from an Incident where Your Motorcycle is:
 - a) Left unattended, unless
 - It is in a locked Place of Storage or locked building; or
 - The steering has been locked and keys have been removed from the Motorcycle. If the steering cannot be locked, a combination of padlock supported chain or cable, or a wheel hub or disc lock, has been applied.

This exclusion applies to claims for the Theft of Your Motorcycle only. Theft of Your Motorcycle will not be covered if the Place of Storage of Your Motorcycle is parked in the street overnight
 - b) Let out on hire or is used for the business or carrying fare paying passengers
 - c) Being tested in preparation for or engaged in any racing pace making, hill climbing, reliability trials, rallying, speed tests or any other similar motor sporting event.
 - d) Participating in any organised event, club ride, open day, ride day, training day, trial or test or any similar organised event that takes place off public roads, without prior written consent from Us (which will not be unreasonably withheld).
 - e) Being used otherwise than for Private Use.
 - f) Being ridden by any person who does not have a licence which is in full force and effect at the time and place of the accident or is not complying with the conditions of his or her licence except:
 1. If he or she is being taught to ride and is complying with all the requirements of the law and is of an age to obtain a licence to ride the Motorcycle.
 2. If he or she has held but not renewed a licence and is not disqualified from holding or obtaining a licence without a further driving test.
 - g) being ridden by any person who is a new resident or visitor to New Zealand and who first entered New Zealand more than 12 months ago and who holds either an overseas licence or an international driver's licence only.
 - h) Being ridden by any person who, at the time of any event giving rise to claim under this policy.
 - i. Was under the influence of alcohol and/or drugs, including the non-prescribed use of pharmaceutical medications.
- ii. Had more than the legal limit for alcohol or drugs in their breath, blood, saliva or urine as shown by analysis;
- iii. fails or refuses to permit a test of any type to be taken, after having been lawfully required to do so;
- iv. Leaves the scene of the accident when it is an offence to do so.
2. We may (acting reasonably) refuse or reduce a claim or cancel this insurance, or do both, if at the time of an Incident resulting in a claim, Your Motorcycle:
 - a) was being used to carry hazardous or inflammable goods in quantities above those allowed by government regulation;
 - b) was outside New Zealand;
 - c) had been modified from the manufacturer's specifications, unless We had agreed to cover it;
 - d) was being used for towing and/or Motorcycle haulage in connection with emergency or law enforcement services;
 - e) was not in a Roadworthy Condition or was in an unsafe condition at the time of the Incident and You knew, or should have known that it was not in a Roadworthy Condition or was in an unsafe condition;
 - f) was Unregistered at the time of the Accident;
3. We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for Us to do so.
4. You are not covered for Theft if:
 - a) a) the keys were left in the ignition of the Motorcycle;
 - b) b) the ignition keys were left near the Motorcycle whilst unattended by You;
 - c) c) You show or advertise the Motorcycle for sale and do not take reasonable precautions to prevent its Theft or damage;
 - d) d) You give the Motorcycle to any person to sell for You or on Your behalf; or
 - e) e) Your Motorcycle was stolen whilst being tested by a prospective purchaser.
5. You are not covered for Theft of any Accessories, unless stolen with the Motorcycle or from the Motorcycle or from the Motorcycle's Place of Storage.
6. You are not covered for any loss, damage or liability caused by or arising from:
 - a) any event, Incident or act which was expected or intended to happen;

- b) any intentional or reckless act by You, or by a person acting with Your consent;
 - c) any Malicious Act of any person:
 - i. who is a Household or Family Member;
 - ii. who is a Listed Rider; or
 - iii. who has been given permission by You to Ride the Motorcycle; or
 - iv. acting with Your consent.
 - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, insurrection or military or usurped power;
 - e) confiscation or requisition by order of any public authority;
 - f) lawful repossession, seizure or other operation of law;
 - g) while a Motorcycle Trailer is attached to Your Motorcycle unless that trailer is constructed specifically for Motorcycle by a commercial manufacturer.
7. You are not covered for
- a) any applicable Excess as shown on Your Certificate of Insurance for each and every claim, unless stated otherwise in this Policy.
 - b) any consequential loss or loss of profit of any kind.
 - c) any damage to tyres by application of brakes, road cuts, punctures or bursts.
 - d) any loss or damage caused by normal wear and tear, corrosion, any existing defects and any consequential loss associated with the Motorcycle's depreciation, unless stated otherwise in this Policy.
 - e) any loss or damage to or failure or breakage of the engine, transmission, cooling, lubrication, mechanical, hydraulic, electronic or electrical systems, unless it occurs at the same time as other damage to the Motorcycle for which a claim is payable under the Policy.
 - f) 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.
 - g) the cost of any repair to Your Motorcycle that has been carried out without Our permission.
 - h) loss or damage caused by failure to properly safeguard Your Motorcycle after it was stolen and found, or after it has broken down, or after an Accident.
 - i) loss or damage caused by any person insured by this Policy stealing, absconding or otherwise misappropriating the Motorcycle.
 - j) loss or damage to any clothing that may be stolen or damaged as a result of an Accident (except as described under Additional Cover – Riding Gear Cover).
- k) loss or damage to any component, part or accessory of Your Motorcycle that occurs while the component, part or accessory has been removed from the Motorcycle.
 - l) any costs associated with locating, importing or transporting parts as a result of a claim, where parts are not normally available from the Motorcycle manufacturer or its recognised distributor within NZ. If any part is unavailable in NZ, the most We will pay in relation to any such part will be the lesser of:
 - the manufacturer's most recent new Zealand list price.
 - the list price of the closest equivalent part available in New Zealand.
 - the actual cost of having a new part made in NZ.
8. Natural Disaster
- We will not pay for any loss, damage or legal liability caused directly or indirectly:
- by Flood, Cyclone, Hailstorm, Earthquake or Bushfire during the first 72 hours of Your Policy commencing, unless:
 - You had another policy that expired immediately before the start date of Your Policy with Us and there was no break in cover or any change in the level or type of cover
 - You purchased the Motorcycle on the same day as Your Policy started with Us.
- If You have requested an increase in the Agreed Value We will not pay the higher amount for any loss or damage within the first 72 hours of the increase being agreed, that are a result of Flood, Cyclone, Hailstorm, Earthquake or Bushfire. The original Agreed Value would apply.
9. Third Party, Fire, Theft and Transit Cover
- You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or in connection with;
- a) Accidental damage to Your Motorcycle unless caused by Fire where Your Motorcycle hits, or is hit by, another vehicle or Motorcycle, or some object where:
 - i. the collision is Your fault or not;
 - ii. You were riding the Motorcycle or not.
 - b) Any legal liability arising from the death or personal injury to any person
10. Any loss or damage or liability caused by or arising from:
- a) Confiscation or requisition by order of any public authority.
11. Any loss or damage or liability which is recoverable under the Accident Compensation Act 2001 or any Act in substitution.

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, New Zealand 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 co-subscribing 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 however such 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 with in 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.

11. 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.

12. DEFINITIONS

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 an Accidental collision or other impact, which occurs suddenly and at a definite place and time. Accidental Damage means unforeseen, unintentional and unintended damage.

Accidental Damage means unforeseen, unintentional and unintended damage.

Agreed Value means the amount shown on Your Certificate of Insurance as the Agreed Value. The Agreed Value includes the value of any after factory or non-standard Accessories that may be fitted to the Motorcycle.

Bushfire means a rapid, uncontrolled, non-structural fire burning in a grass, scrub, bush or forested area.

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

Cyclone means a large scale air mass that rotates around a strong centre of low atmospheric pressure.

Earthquake means an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami.

Excess means the first amount or amounts You must contribute when a claim is accepted under the Policy as shown on Your Certificate of Insurance or noted within the Policy. More than one Excess can apply.

Family Member means an individual with any of the following relationships to You:

1. Spouse, civil union partner, or domestic partner and their parents
2. parents, sons and daughters
3. brothers and sisters and their spouses
4. grandparents and grandchildren
5. any individual related by blood or affinity whose close association with You is the equivalent of a family relationship.

Finance Contract means the finance arrangement with the credit provider for Your Motorcycle which provider and the amount financed shown on Your 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 any of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam

Household Member means any person who lives at the overnight address where the Motorcycle is kept as noted on Your Certificate of Insurance.

Incident means an Accident or Insured Event covered under Your Policy.

Insured Event means Accidental Damage, Fire, Theft, Malicious Damage and Transit Damage.

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

Instalment means premium due monthly as stated on the schedule.

Insurer means HDI Global Specialty SE – New Zealand (FSP 774050)

Installment means premium due monthly as stated on the schedule.

Interested Party means the credit provider noted in the Certificate of Insurance.

Listed Rider means any Rider listed on Your Certificate of Insurance and who is legally allowed to Ride the Motorcycle.

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.

Malicious Acts means an act done maliciously and includes an act that is wrongful and performed willfully or intentionally, and without legal justification, including acts resulting in damage to Your Motorcycle or Accessories.

Modifications 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 Motorcycle as shown on Your Certificate of Insurance, including all fitted Accessories and Modifications shown on Your Certificate of Insurance. Motorcycle includes any Substitute Motorcycle for Third Party Liability Cover only.

Motorcycle Trailer means the trailer which is designed to be to be towed by the Motorcycle in accordance with the applicable State or Territory Government transport regulations

No Claim Bonus (NCB) means a discount that may be applied to Your Premium if You meet certain NCB criteria as set out in the Policy. If the NCB discount is applicable, it will be applied when You first take out and when You renew Your Policy.

Non-Yamaha Branded Motorcycles means Motorcycles not manufactured by the Yamaha factory.

Pillion means any passenger on the Motorcycle or in the sidecar.

Period of Insurance Means the period commencing on the start date shown in the Certificate of Insurance and finishing on the end date shown in the Certificate of Insurance.

Place of Storage means the place where the insured Motorcycle is normally kept.

Policy means Your insurance contract with Us. It includes this Policy Wording, 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.

Private Use means the Motorcycle being used for social, domestic and pleasure purposes. This includes the Motorcycle being Ridden between Your home and place of work.

Premium means the amount We charge You for this insurance and includes government taxes such as GST, and fire service levies if applicable.

Registered means that the Motorcycle and/or Motorcycle Trailer is registered or licenced in New Zealand for use on a public road.

Ride / Riding / Ridden means the use or operation of the Motorcycle, including the use or operation of any part of the Motorcycle.

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

Riding gear means any riding apparel or protective clothing purposely made for Motorcycle riding, including helmets and attachable helmet communication systems, gloves, riding jackets, pants and boots, and any other Motorcycle-specific gear, such as body armour and knee guards.

Roadworthy Condition means that the Motorcycle complies with the roadworthy requirements for the Motorcycle to be Registered.

Storm means a violent atmospheric event which includes a thunderstorm, cyclone, or strong wind with or without rainstorm, hailstorm or snowstorm, but not rain showers alone.

Substitute Motorcycle means a loan Motorcycle provided by the service provider servicing or repairing the Motorcycle and of similar type and used for similar purposes as the Motorcycle, being used free of charge while the Motorcycle is out of order due to it being serviced or repaired. A hired or rented Motorcycle is not a Substitute Motorcycle.

Sum Insured means for an Agreed Value Policy the Agreed Value specified in the Certificate of Insurance. For a Market Value Policy, it means the Market Value as verified in the Certificate of Insurance. This is the maximum amount We will pay in relation to the relevant item(s). unless the Replacement Motorcycle benefit applies.

Theft means the taking of another person's property without that person's permission or consent with the intent to deprive the rightful owner of it.

Third Party means any person involved in an Accident with the Motorcycle, excluding the Rider or Pillion of the Motorcycle

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.

Transit Damage means Accidental loss or damage to Your Motorcycle whilst being transported in a trailer.

Unregistered means that the Motorcycle is not Registered.

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 the Yamaha factory.

YOU/YOUR/YOURS 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.

13. OUR OBLIGATIONS TO YOU

RENEWING THE POLICY

At least fourteen (14) days before the Policy expires, We will send You a 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.

If You pay by instalments and You:

- renew Your Policy, We will continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless You tell Us to stop Your direct debit; or
- do not want to renew Your Policy, You must tell Us at least seven days before Your Policy's end date so that We can arrange for the direct debit to stop in time.

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), 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 of Disclosure or misrepresented information 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 premiums by installments, and Your direct debits details change, You must tell Us no later than seven (7) days before Your next instalment is due.

If an instalment is not paid, We will try to deduct the overdue amount 7 days after it was first due. If the attempt to deduct the outstanding amount fails, then we will send you a notice in writing regarding your non-payment.

If Your instalment remains unpaid after the time period specified in the notice We send, We will:

- cancel Your Policy for non-payment; and
- refuse to pay any claim for an incident occurring after the cancellation date.
- send You a second notice advising you of Cancellation, and cancellation will be effective 14 days from the date on the notice.

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.

GOODS AND SERVICES TAX – SUM INSURED

Where any part of this policy specifies any Sum Insured this amount includes GST.

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 set out below.

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
- 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:

- HDI-Platz 1, 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

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 DO WE COLLECT YOUR PERSONAL INFORMATION?

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

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

There may, however, be occasions where We may 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,
- another party 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.

If You provide Us with Personal Information about another person You must only do so if You have obtained their authorisation to disclose that information to Us and have made them aware of this Privacy Statement, including:

- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information with Us.

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;
- Your 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.
- social 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 Us 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

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

- nz.privacy@hdi.global
- Level 19
20 Martin Place
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
- In writing: Private Bag 94412
Botany, Auckland,
New Zealand 2163

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

- nz.privacy@hdi.global
- Level 19
20 Martin Place
Sydney, NSW, 2000,
Australia

14. OTHER IMPORTANT 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 four (4) years. The answer to this question affects the terms and conditions of Your Policy. It may be that the terms of insurance would have been different or We would not cover You if the answer to this question was not entirely correct and truthful. Please read the section entitled "Your Duty of Disclosure" in this Policy.

CHANGE OF MOTORCYCLE

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

- Notified Us within 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.

REPLACEMENT PARTS AVAILABILITY

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.

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 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 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 the Policy, the Cancellation process outlined in the Policy Wording will apply.



15. CLAIM PAYMENT EXAMPLES

The following examples are designed to illustrate how a claim or settlement is determined. These are only examples. We determine claim settlements on an individual basis, based on the terms and conditions of the Policy. The examples do not cover all claims scenarios or all benefits. The examples assume that the policy holder is not registered for GST. You should read this PDS and 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: COMPREHENSIVE COVER – YAMAHA BRANDED MOTORCYCLE

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle is a Yamaha Branded Motorcycle which you purchased Brand-new and originally registered thirty (30) months ago. You purchased the Motorcycle for \$27,000.00. You have continued to hold Yamaha Comprehensive Motorcycle Insurance to insure the Yamaha Branded Motorcycle since purchasing the Motorcycle.

The Basic Excess shown on Your Certificate of Insurance is \$500. When You took out Your cover, We agreed to cover You for an Agreed Value of Your Motorcycle, being \$27,000.00.

You have a crash with another vehicle while riding Your Motorcycle. Your Motorcycle is towed from the scene of the Accident to a repairer. The towing cost is \$300. We determine Your Motorcycle is a Total Loss. Also, when We assess the Incident, We find that the other driver was completely at fault.

HOW MUCH WE PAY

You do not need to pay Us Your Basic Excess because you were not at fault and could identify the third party responsible for the damage.

We determine that there are no additional excesses applicable to your policy or particular claim.

We replace Your Motorcycle with a new Yamaha Branded Motorcycle of the same make, model and series under the Replacement Motorcycle additional benefit, at no cost to you.

We also pay the towing company \$300.

EXAMPLE 2: COMPREHENSIVE COVER – NON-YAMAHA BRANDED MOTORCYCLE

You have Comprehensive Cover for Your Motorcycle. Your Motorcycle is a non-Yamaha Branded Motorcycle which was purchased new and originally registered thirty (30) months ago.

The Basic Excess shown on Your Certificate of Insurance is \$500. When You took out Your cover,

An additional age Excess of \$500 applies as you are under 25 Years of age. We agreed to cover You for the Market Value of Your Motorcycle.

You have a crash with another vehicle while riding Your Motorcycle. Your Motorcycle is towed from the scene of the Accident to a repairer. The towing cost is \$300. We determine Your Motorcycle is a Total Loss and assess the pre-accident Market Value to be \$22,000.00 .

HOW MUCH WE PAY

We pay the Towing Company \$300.

We pay You \$21,000.00 as follows:

Market Value	\$22,000
Less Excess	-\$500
Less Age Excess	-\$500
Total	\$21,000

We do not replace Your Motorcycle as Your Motorcycle is declared to be a Total Loss more than twenty-four (24) months after its original registration, therefore the Replacement Motorcycle additional benefit does not apply.

We settle your claim by paying you the pre-accident Market Value less any applicable excesses.

EXAMPLE 3: THIRD PARTY, FIRE, THEFT AND TRANSIT DAMAGE

You have Third Party, Fire, Theft and Transit Damage Cover.

The basic Excess shown on Your Certificate of Insurance is \$500.

Your Motorcycle is being transported in a trailer. The vehicle transporting it is involved in an Accidental collision with another vehicle and Your Motorcycle is damaged.

When We assess the incident, We decide the driver of the other vehicle was completely at fault. The other driver is uninsured.

The cost to repair Your Motorcycle is \$3,000.

HOW MUCH WE PAY

We pay the repairer \$3,000.

You do not need to pay Us Your Basic Excess.

EXAMPLE 4: THIRD PARTY LIABILITY COVER

You have Third Party Liability Cover for Your Motorcycle.

The Basic Excess shown on Your Certificate of Insurance is \$600. You lose control of Your Motorcycle and crash into someone's fence.

A court decides that You are liable to pay \$5,000 for the claim against You by the homeowner for the damage to the fence.

HOW MUCH WE PAY

You need to pay Us your Basic Excess of \$600. We will pay the homeowner \$5,000.00.

We also pay Our lawyers \$2,000 to act on Your behalf in the court proceedings.

There is no coverage for any of the damage to your bike as you only hold THIRD PARTY LIABILITY COVER.



Administered by Yamaha Motor Insurance

FSP 556706
Locked Bag 94412, Botany Auckland, NZ 2163
Phone: 0800664678
Email: customerservice@yminz.co.nz

