

CARJAM MOTORCYCLE INSURANCE POLICY

WELCOME TO YOUR MOTORCYCLE INSURANCE POLICY

This is Your Insurance Policy, which sets out what You are covered for and explains what You will receive, Your responsibilities and how to make a claim. We have authorised Protecta Insurance and their agents to administer this Insurance Policy.

You are important to Us and We welcome You as a valued customer. You have entrusted Us with the insurance of Your Motorcycle – one of Your most valuable possessions. We value that trust.

IMPORTANT INFORMATION FOR YOU

1. This is Your Insurance Policy which consists of this wording, Your proposal, Certificate of Insurance and declaration. Please read it so You know exactly what You are covered for. If You do not fully understand this Insurance Policy please contact Protecta Insurance, who will be able to explain it to You. Any claims and general enquiries should be directed to Protecta Insurance. Please phone 0800 776 832
2. Unless otherwise stated, all cover is subject to the loss or damage occurring during the period of insurance for which a premium has been received by Us.
3. Please examine this Insurance Policy and the Certificate of Insurance and if they do not meet Your requirements or if any information is not correctly stated, please return them at once and ask for the correction to be made.
4. This Insurance Policy has been arranged on the basis of information supplied by You. It may be that We would not cover You if all statements made to Us were not entirely correct and truthful. If there is any information which We have not been given, or if any circumstances have changed during the period of insurance You must tell Us. Please read the section entitled **YOUR DUTY OF DISCLOSURE** in this Insurance Policy.
5. Words and phrases that have special meaning will be found at the rear of this Insurance Policy under the heading **DEFINITIONS**.

TYPE OF COVER

The type of cover selected by You will be clearly shown on the Certificate of Insurance.

The types of cover are:

Full Cover means You have cover under Section 1, 2 and 3 of this Insurance Policy.

Third Party Fire and Theft means You have full cover under liability Section 2, no cover under Section 3, and Your cover under Section 1, will be restricted to accidental loss or damage by:

1. fire; or
2. theft.

Fire, Theft and Transit will mean You have no cover under liability Section 2 or Section 3 but Your Motorcycle will be covered under Section 1 for accidental loss or damage caused:

1. by fire; or
2. by theft; or
3. during transit.

In all cases (1 to 3 above), there will be no cover if the Motorcycle is in use, deemed to be from engine start-up to engine shut-down.

Storage Cover means You have no cover under liability Section 2 or Section 3 but Your Motorcycle will be covered for accidental loss or damage by:

1. fire in a Locked Building; or
2. theft from a Locked Building.

DESCRIPTION OF USE

You are covered while You are using Your Motorcycle:

1. for private, domestic, social or pleasure purposes; or
2. for professional business or farm purposes providing this has been indicated to Us on the proposal form; or
3. by religious, social welfare or youth organisation workers in the course of that work.

But not for use in connection with:

motor trades, any form of selling and/or collecting, courier, insurance assessing, motorcycle riding instruction for reward, carriage of goods or samples in connection with any trade or business, any hire arrangement or

agreement, carriage of fare paying passengers, or stock and station agents.

SECTION 1 - WHAT YOU ARE COVERED FOR

We will cover Your Motorcycle against sudden and accidental physical loss or damage occurring in New Zealand during the period of insurance and subject to the terms and conditions of this Insurance Policy.

ADDITIONAL COVER BEYOND THE AGREED VALUE:

1. Salvage Costs

If Your Motorcycle cannot be ridden following damage covered by this Insurance Policy, We will pay up to \$1,000 for the reasonable cost of removing the Motorcycle to the nearest repairer or place of safety.

2. Completion of Journey

We will pay the reasonable costs of accommodation and travel expenses incurred to complete Your journey or return to Your home immediately following damage covered by this Insurance Policy, to Your Motorcycle, and the reasonable costs of also returning Your repaired Motorcycle to Your home provided:

- a. Our total liability is limited to \$500 for any one accident and \$1,000 during any one period of insurance.
- b. Cover applies only to You.

3. Legal Defence

If as a result of riding Your Motorcycle during the period of insurance You are charged with manslaughter or reckless or dangerous driving causing death, We will cover the legal costs of defence up to a limit of \$1,000.

4. Riding Apparel Cover

In the event of damage to Your Motorcycle covered by this Insurance Policy, Section 1 is extended to cover Riding Apparel worn by You or Your pillion passenger, lost or damaged, up to \$1,500 for any one claim. Depreciation for age and condition will be applied to any claim paid under this additional cover extension.

5. Keys and Locks

Where Your keys and/or combinations have been stolen or illegally duplicated during the period of insurance, We will pay up to \$2,000 to replace Your keys and/or locks and any necessary and associated security electronics. The Excess applicable under this extension will be \$250.

We also agree that any such payment will not affect Your no claim bonus entitlement.

6. Death Benefit

If You or Your live in spouse dies during the period of insurance as a result of Injury arising solely and directly from an accident involving Your Motorcycle, We will pay \$5,000 to Your legal representative provided:

- a. death occurs within 90 days of the accident.
- b. death is not caused by suicide (whether felonious or not) or attempted suicide.
- c. Our liability is limited to \$5,000 any one accident.

The cover provided by extensions 1 to 6 will only apply provided We have accepted a claim under this Section of the Insurance Policy and You have the Full Cover option.

AUTOMATIC UNINSURED MOTOR EXTENSION

If Your Certificate of Insurance, under Section 1, shows cover type Third Party, Fire & Theft, We will cover Your Motorcycle for loss or damage during the period of insurance arising from an accident caused by the driver or rider of an uninsured vehicle up to a maximum amount of \$3,000 including the cost of removal and towing.

You will not have to pay the Excess for any claim under this extension.

You may only claim under this extension if:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were riding or driving; and
2. We accept You did not contribute to the cause of the accident.

NO BLAME BONUS AND EXCESS PROTECTION

We will not impose Your Excess or penalise You at renewal of this Insurance Policy if You have been involved in an accident during the period of insurance and:

1. You can provide Us with the name and address of the person responsible for the accident and the registered number of the vehicle they were riding or driving; and
2. We accept You did not contribute to the cause of the accident.

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. Providing You have the Full Cover option We will pay for any contributions and/or expenditure which may become legally payable by You as a result of Your Motorcycle being carried by ship between ports in New Zealand during the period of insurance.

SECTION 1 - WHAT WE WILL PAY

AGREED VALUE

1. If Your Motorcycle is not a Total Loss, We choose whether to repair the damage to it or to pay You the cost of repairing the damage to it, limited in both cases to the Agreed Value.
2. If Your Motorcycle is a Total Loss, We will pay You the Agreed Value and keep any salvage.

NEW FOR OLD

We will replace Your Motorcycle (including genuine manufacturer's accessories fitted to Your Motorcycle) with a new motorcycle of the same make, model and variant, subject to current local availability within the limit of the Agreed Value if:

1. You purchased Your Motorcycle new in New Zealand; and
2. You have insured Your Motorcycle continually with Us from its original registration date; and
3. Your Motorcycle becomes a Total Loss within 12 months of its original registration when new.

If You choose not to accept this benefit and not replace Your Motorcycle then We will settle Your claim as set out in AGREED VALUE above subject to a maximum of the value Protecta can replace the Motorcycle for.

SECTION 1 - WE WILL NOT PAY FOR

1. The Excess:
You must contribute the Excess shown on Your most recent Certificate of Insurance or Your most recent renewal notice as the first amount of any claim under this section.
2. Any loss or damage to tyres unless it occurs at the same time as other damage to the Motorcycle for which a claim is payable under this Insurance Policy.
3. Loss of use of Your Motorcycle and any consequential loss associated with this, depreciation, wear, tear, corrosion or any existing defects.
4. 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 this Insurance Policy.
5. Theft of any accessories, spare parts or spare tyres unless stolen with the Motorcycle.
6. Any loss or damage if the Motorcycle is not secured in a manner to prevent unnecessary or unintended movement while in transit.

SECTION 2 –THIRD PARTY LIABILITY - WHAT YOU ARE COVERED FOR

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 subject to the terms and conditions of this Insurance Policy.

This Liability Cover Is Also Extended:

1. To You while You are using another motorcycle with the permission of its owner provided it is not:
 - a. owned by You or being leased to You.
 - b. being purchased or hired to You under any form of hire or purchase agreement.
2. To any other person using Your Motorcycle with Your permission.
3. 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.
4. 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 insurance policy.

SECTION 2 – WHAT WE WILL PAY

Our liability in respect of any one claim or series of claims arising from one occurrence shall not exceed \$10,000,000 for property damage and \$1,000,000 for Injury.

Our total aggregate liability in respect of any one claim or series of claims arising from one occurrence for property damage and personal injury combined shall not exceed \$10,000,000.

You will not have to pay the Excess for any claim under this section of this Insurance Policy.

SECTION 2 – WE WILL NOT PAY FOR

You or any other person to whom this section has been extended are not covered for:

1. Loss or damage to property belonging to or under the care, custody or control of any person covered under this Insurance Policy or Injury to any person as a result of an accident which happens whilst that person is either the rider or passenger of Your Motorcycle.
2. Any responsibility which You or Your 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.
3. Any liability to pay fines and/or other penalties or reparation sentences or any punitive, exemplary or aggravated damages awarded against You.

SECTIONS 1 AND 2 – WE WILL NOT PAY FOR

1. Any loss or damage or liability while any Motorcycle in connection with which insurance is granted under this Insurance Policy is:
 - a. Left unattended, unless:
 - i. it is in a Locked Building; or
 - ii. the steering has been locked and the keys have been removed; or
 - iii. the immobiliser has been activated; or
 - iv. it is securely locked in a vehicle or on a trailer while in transit.This exclusion applies to claims for the theft of the Motorcycle only.
 - b. Let out on hire or is used for the business of carrying fare paying passengers.
 - c. Being tested in preparation for or engaged in any racing, pacemaking, 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 the prior written consent from Us.
 - e. Being used otherwise than in accordance with the description of use or not being used for the purpose it was designed or not as a motorcycle as defined in the Land Transport Act 1998 or any replacement Act and any subsequent amendments.
 - f. Being ridden by any person who does not have a licence to ride Your Motorcycle which is in full force and effect at the time and place of the accident or is not complying with the conditions of their licence except:
 - i. If they are being taught to ride and are complying with all the requirements of the law and are of an age to obtain a licence to ride the Motorcycle.
 - ii. If they have held but not renewed a licence and are not disqualified from holding or obtaining a licence without a further driving test.
 - g. Being ridden in either an unsafe or unroadworthy condition or is being ridden in a manner likely to cause an accident.
 - h. Being ridden by any person who:
 - i. At the time of any event giving rise to a claim under this Insurance Policy has a proportion of breath/alcohol or blood/alcohol concentration which exceeds the legal limit prescribed by law.
 - ii. Following an event giving rise to a claim under this Insurance Policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so.
 - iii. Arising out of the circumstances giving rise to any claim under this Insurance Policy is convicted of any alcohol or drug related breach of the law governing the use of motorcycles.
 - iv. Is under the influence of alcohol or drugs or where alcohol or drugs contribute in any way to the accident.
 - v. Leaves the scene of the accident when it is an offence to do so.
2. Any loss or damage or liability caused by or arising from:
 - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - b. Confiscation or requisition by order of any public authority.
 - c. Nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or the combustion of nuclear fuel; for the purpose of this exclusion combustion includes any self-sustaining process of nuclear fission or fusion.
 - d. Any act of terrorism. An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:

- ii. influence a government or any political division within it for any purpose and/or
 - iii. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.
3. Any Injury or liability:
Which is recoverable under the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments.

GENERAL CONDITIONS

Riding experience

This insurance has been arranged on the basis of information supplied by You. We have specifically asked You in the insurance proposal questions in relation to Your Motorcycle ownership in the last 3 years. The answers to these questions affect the terms and conditions of Your Insurance Policy. It may be that the terms of the insurance would have been different or We would not cover You if the answers to these questions were not entirely correct and truthful. Please read the section entitled YOUR DUTY OF DISCLOSURE in this Insurance Policy.

Change of Motorcycle

If You replace Your existing Motorcycle, We will automatically cover the replacement Motorcycle provided the value of the replacement Motorcycle does not exceed \$50,000 and You notify Us within 14 days of replacement and pay any additional premium required by Us. Such cover will be subject to the terms and conditions agreed at the time of notification.

Immediately You sell or agree to sell or in any way transfer Your interest in Your Motorcycle, the cover provided by this Insurance Policy is automatically cancelled unless We have agreed otherwise in writing.

Makers specifications

Except as advised by You and noted by Us it is agreed by You that Your Motorcycle complies with the maker's standard specifications for the model and year of manufacture and has not been modified in any way.

Replacement parts warranty

It is agreed that in the event of an accident involving Your Motorcycle necessitating the manufacture of new parts or the importing of parts or 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 least. It is further agreed We will not be liable for any costs incurred:

1. due to the inability of any repairer to match existing paint; or
2. to replace any part or accessory that has not suffered accidental damage.

Other interested party

Where any Motorcycle is mortgaged or subject to a Hire Purchase Agreement or similar contract and such interest is noted in the Certificate of Insurance, payment in respect of any loss under Section 1 will be made to such Interested Party whose receipt will discharge Us completely.

Statements

The correctness of all statements made in relation to this Insurance Policy or any claim is essential before We have any liability under this Insurance Policy.

Changes in circumstances

If any relevant circumstances change or may change during the period of insurance, You must advise Us and We may vary the terms of cover (including the premium and the Excess) from the date of the change.

Changes to the Insurance Policy

We can change the terms of this Insurance Policy by writing to You at Your postal address shown on Our records in any of the following circumstances:

1. if the law of New Zealand, as it applies to this Insurance Policy, materially changes; or
2. in order to increase the level of existing cover under this Insurance Policy or to add an additional cover; or
3. in order to move all policyholders with this type of policy to a refreshed policy of the same type, with improved drafting/ formatting and similar levels of cover; or
4. in order to allow for a catastrophic increase in the number and/or amount of claims under this Insurance Policy that will not be commercially sustainable, based on the current premium rates.

The change will take effect 14 days after the date of that letter.

Cancellations

1. You may at any time ask Us to cancel this Insurance Policy by giving 7 days notice in writing to Protecta

Insurance whereby this Insurance Policy will terminate. There will be an administration fee charged for this and if Your Motorcycle is subject to finance You will need to get agreement to this cancellation.

2. We have the right to cancel Your Insurance Policy where permitted by law. For example, We can cancel Your Insurance Policy:
 - a. where You have failed to comply with a provision of Your Insurance Policy; or
 - b. where You have failed to pay the premium payment for the Insurance Policy; or
 - c. if You have made a fraudulent claim under Your Insurance Policy or under some other Insurance Policy that provides cover during the same period of insurance as Your Insurance Policy.
3. The cancellation provisions in clause 2. above shall be effective as from 4pm on the seventh day after posting or personal delivery of the notice of cancellation to You at Your last known address.

Unpaid Premiums

1. **Annually paid premiums** – Where Your premium remains unpaid past the renewal date all benefits under this Insurance Policy will be forfeited from the renewal date.
2. **Instalment Premiums** – Where You have chosen to pay Your premiums by instalment all benefits under this Insurance Policy will be forfeited from the date the first unpaid instalment was due. Following a missed instalment We will attempt to collect Your outstanding instalments one more time. If we are unsuccessful on the second attempt Your Insurance Policy will be automatically cancelled effective from the date the unpaid instalments were due.

15 day money back guarantee

If You are not satisfied with the cover provided by Your Insurance Policy, please tell Protecta Insurance within 15 days of the commencement date. Protecta Insurance may agree to change the Insurance Policy to suit You. If You are still not satisfied You can cancel this Insurance Policy and Protecta will make a full refund of any premium paid providing You have not made a claim. If the Motorcycle is subject to finance, Your finance company must agree to its cancellation.

Your obligations

You and any person in charge of the Motorcycle at any time must:

1. take reasonable steps to make sure that the Motorcycle is kept safe and protected from possible loss;
2. not cause or facilitate loss or damage or incur liability by any unreasonable, reckless or wilful act or omission;
3. inform the Police if it appears that there has been arson, theft, burglary or malicious damage and co-operate fully with the Police in investigation and prosecution;
4. tell Us immediately and return the claim form properly completed within 30 days of becoming aware of any circumstances which may give rise to a claim;
5. provide Us immediately with full particulars of any claim made against You by another person and provide all legal documents served on You. You must allow Us the sole option to negotiate settlement of, or defend the claim in Your name;
6. allow Us to take over for Our own benefit and settle any legal right of recovery You may have and You must co-operate fully in any recovery action;
7. take all steps which We consider reasonable to prevent further loss or damage;
8. comply with all Our requests relating to Your claim including providing all co-operation, information and assistance;
9. not start repairs without Our prior approval; and
10. not discuss any claim made against You by another person with that person. Otherwise We may decline any claim and/ or recover any payment already made.

Joint insureds

If any of the property specified in the Certificate of Insurance is owned jointly, then the cover under this Insurance Policy on such property shall also be provided jointly.

Other insurance

If any loss or damage or liability covered by this Insurance Policy is also covered by any other insurance policy, We will only pay over and above the cover provided by the other policy.

Automatic reinstatement

The cover provided under Section 1 will not be reduced by any claims paid by Us provided You pay an appropriate additional premium requested by Us.

Goods and services tax (GST)

Where any part of this Insurance Policy specifies any amount insured this amount includes GST.

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

Your duty of disclosure

You have a duty, at law, to disclose to Us all material information. You must do this before entering into an Insurance Policy, during the period of cover and at any renewal of Your Insurance Policy.

Material information is information that may influence a prudent insurer in deciding whether or not to accept the proposal, and if so, on what terms and conditions and for what premium.

Examples of information You may need to disclose include but are not limited to:

1. Anything that increases the risk of an insurance claim.
2. Any criminal conviction or offence.
3. If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim.
4. Any insurance claim or loss made or suffered in the past.

These examples are a guide only. All material information must be complete and correct and if there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to Protecta Insurance.

Non-disclosure

If You fail to comply with Your duty of disclosure We may avoid this Insurance Policy from the beginning and/or reject any claim under it.

Agreed Value and revaluing Your Motorcycle

Each year when Your Insurance Policy renews with Us We may adjust the Agreed Value of Your Motorcycle. This will be Our best estimation based on changes in the market, depreciation, and the retail value of the make, model and series of Your Motorcycle.

This revised value will be shown on Your renewal offer and You can discuss this with Us at any time.

By paying Your premium as detailed in Your renewal offer means You will have accepted the new Agreed Value.

Fair insurance code

Protecta Insurance supports the principles of the Fair Insurance Code of the Insurance Council of New Zealand. The purpose of this code is to increase the standards of practice and service within the insurance industry. To the extent the code applies to this Insurance Policy, a copy of the Fair Insurance Code is available from the Insurance Council of New Zealand's website at www.icnz.org.nz

Privacy Act

This Insurance Policy collects personal information about You to enable Protecta Insurance to evaluate Your proposed insurance. The information collected will be held by Protecta Insurance, Virginia Surety Company, Inc., and agents of these entities. Failure to provide this information may result in Your insurance being declined or avoided. You have the right to request access to and correction of Your personal information by applying to Protecta Insurance at 110 Symonds Street, Auckland.

Dispute Resolution Process

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

The IFSO may be contacted:

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

SECTION 3 - ROADSIDE ASSISTANCE

Cover is only provided for registered Motorcycles where the "Full Cover" option is taken as shown on Your Certificate of Insurance.

WHAT YOU ARE COVERED FOR

Each Motorcycle is eligible for the benefits of Roadside Assistance 24 hours a day, 7 days a week should Your Motorcycle suffer one of the failures listed below and cannot be ridden. Just telephone

0800 776 832 and advise You are a Protecta Insurance Roadside Assistance customer and quote Your Insurance Policy or Registration Number.

The Motorcycle nominated on the Certificate of Insurance will be covered for the following failures:

1. **Flat tyre or damaged wheel** – Roadside Assistance will provide recovery of the nominated Motorcycle to the nearest repair facility able to supply and/or repair the tyre/wheel in the event of a flat tyre or damaged tyre/wheel.
2. **Flat or faulty battery** – Roadside Assistance will provide a battery boost and any other practical assistance at the roadside to start the nominated Motorcycle. If the Motorcycle requires a new battery Roadside Assistance will provide recovery to the nearest battery facility. The cost of the replacement battery will be at the expense of the rider.
3. **Out of fuel** – Roadside Assistance will provide free delivery of \$20.00 worth of liquid fuel. Cost of the fuel will be at the expense of the rider.
4. **Incorrectly fuelled** – Roadside Assistance will provide recovery of the nominated Motorcycle to the nearest place of repair or safety. Any additional transporting will be at the expense of the rider.
5. **Lost keys** – Roadside Assistance will arrange for either a locksmith to attend or arrange for the Motorcycle to be transported or arrange for the key to be couriered to the rider of the Motorcycle. Any replacement keys provided will be at the expense of the rider.
6. **Breakdown (mechanical or electrical)** – Roadside Assistance will attempt to provide emergency repairs at the roadside. If Roadside Assistance are not able to mobilize the Motorcycle or it requires parts Roadside Assistance will transport it to the nearest authorized repairer to a limit of \$400 per recovery. (If You want the Motorcycle to be transported to another authorized repairer or location then You may be required to pay any additional charges).

EXCLUSIONS - NO COVER FOR

1. Unattended Motorcycles.
2. Unauthorised repairs.
3. Motorcycles damaged as a result of an accident.
4. Natural disaster areas where the Motorcycle cannot be reached.
5. Where special equipment is required.
6. Motorcycles that are not on legal constructed roads i.e. Public Legal Roads.
7. Motorcycles with gross weight exceeding 3500kg.
8. Motorcycles that are not road worthy or operated in an unsafe or illegal manner.
9. Motorcycles that do not have current Registration or a Warrant of Fitness.
10. Breakdowns that are covered by other insurance policies.

Note:

1. A maximum of 3 free callouts for any 12 month period of insurance.
2. Roadside Assistance is provided and controlled by AA Business Vehicle Solutions and is separate from and not in any way part of Your Insurance Policy with Us or Protecta.

CLAIMS

Notice of a claim must be given by You or Your representative to Our authorised agent Protecta Insurance immediately upon becoming aware of any circumstances which may give rise to a claim by adopting one of the following procedures:

1. Telephone Protecta Insurance at Auckland, Phone 0800 776 832 and ask for the insurance claims department OR fax Your request to (09) 915 7831.
2. E-mail Protecta Insurance at: motorteam@protecta.co.nz
3. Write to Protecta Insurance, P.O. Box 37-371, Parnell, Auckland 1151, requesting a claim form.

DEFINITIONS

Whenever these words are used this is what they mean:

Agreed Value means;

the value of Your Motorcycle agreed by You and Us at the beginning of each period of cover. This value will be stated in Your most recent Certificate of Insurance or Your most recent renewal notice.

Balance Outstanding means;

the outstanding balance of the finance contract being owed to the Interested Party stated in the Certificate of Insurance, less any arrears, default interest charges and fees, penalty costs for early discharge, rebatable items, or any amount of increased liability due to the variation to the original finance contract.

Certificate of Insurance means;

the most recent certificate of insurance, renewal notice and/ or endorsement certificate(s).

Excess means;

the first amount of any claim which You must pay as You are not insured for this amount.

We calculate Your excess by accumulating both the standard excess plus the rider excess, shown on Your Certificate of Insurance. The rider excess will be for the rider or person last in charge of the Motorcycle at the time of loss.

These are cumulative and will apply to each and every claim unless specifically stated otherwise under another part of this Insurance Policy or the Certificate of Insurance.

If You have more than one Motorcycle insured under this Insurance Policy, the standard excess will be shown separately for each Motorcycle.

Injury means;

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

Insurance Policy means;

this Motorcycle insurance wording, including the Certificate of Insurance, renewal notice and any endorsements (if any) underwritten by VSC.

Interested Party means;

the finance company stated in the Certificate of Insurance.

Locked Building means;

a fully enclosed structure which had all exits locked immediately preceding the theft.

Motorcycle means;

the motorcycle(s) described in the Certificate of Insurance including spare parts and accessories whilst fitted to the motorcycle. This does not include Riding Apparel.

Riding Apparel means;

helmets, gloves, boots and protective clothing designed specifically to be worn while riding Your Motorcycle.

Total Loss means;

the Motorcycle(s) described in the Certificate of Insurance being stolen and not recovered and/or damaged beyond economic repair.

Total Loss Payment means;

the payment to the Interested Party under this Insurance Policy in the event of a Total Loss and where We do not replace Your Motorcycle. The total loss payment includes any deductions for items such as Excess or any premium due under this Insurance Policy.

You or Your means;

the insured person(s), company or other entity named in the Certificate of Insurance.

We, Our or Us means;

Virginia Surety Company, Inc. herein referred to as (VSC)

INSURER DETAILS

This Insurance Policy is underwritten by Virginia Surety Company, Inc. (NZ Company No 920 655) of Unit 3, Level 2, 73 Manchester Street, Christchurch 8011, New Zealand.

ENDORSEMENTS

This Insurance Policy is subject to the following endorsement/s. Any endorsement/s below is/are valid only where it has been produced and approved by Protecta Insurance. If this is not clear, please contact this office on 0800 776 832.