



Star Insurance

Motorcycle Insurance

Policy Document

“I AM DELIGHTED
THAT YOU HAVE
CHOSEN STAR
INSURANCE TO
INSURE YOUR
MOTORCYCLE.”



We take our responsibility as your insurance provider extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel like we are there with maximum efficiency and energy to restore your motorcycle back to normality as soon as possible.

If you ever have any suggestions how we can improve our service, please do not hesitate to get in touch with us.

I wish you safe and happy riding.

John Baker *Nicholas Baker*

John Baker
Founder

Nicholas Baker
CEO

A TRADING NAME OF STAR UNDERWRITING AGENTS LTD.



attainable

MAXIMISING POTENTIAL

ATTAINABLE TRUST

Star Insurance believes in giving back to the community and to those less fortunate than ourselves. We have made a commitment to support AttainABLE through both financial and non financial means.

AttainABLE Trust is a not-for-profit charitable trust providing employment and community participation assistance for people with disabilities. We believe that people with disabilities should be provided with the chance to do as much as they can, rather than limited on the basis of what they can't do.

For more information about AttainABLE and the work it does, please visit: www.attainabletrust.org.nz

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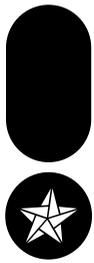
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WHAT YOU NEED TO KNOW!

TRACK DAYS AND RIDER TRAINING

Star Insurance are enthusiastic promoters of road safety and improving rider skills. We believe that practical education is the way to teach and provide riders with the skills needed for safe riding. As part of our commitment to safer riding the Star Insurance motorcycle policy is able to be extended to include 'whilst riding on a race track or closed circuit.' This extension is available by individual application. Specific terms and conditions may apply and will be advised upon application and approval.

WHAT YOUR RESPONSIBILITIES ARE

We agree to provide you with insurance cover as long as you meet certain conditions. If you do not meet these conditions we can decide not to meet a claim or to cancel or to avoid your policy.

You must:

Do what you can to protect your motorcycle against loss or damage

- Be truthful and correct in everything you tell us
- Let us know if you have any speeding tickets, fines or other motoring or criminal convictions
- Let us know if you alter your motorcycle or add any accessories of significant value
- Let us know if you change your address
- Let us know if you change the address you store your motorcycle or change any security relating to the storage of the motorcycle
- Let us know if there is any change of ownership or use of your motorcycle or a change of principle rider

WHAT ELSE YOU MIGHT LIKE TO KNOW

Who is covered to ride my motorcycle?

- You, your wife or husband and anyone who has a valid driver license is covered to ride your motorcycle unless your Policy Schedule states that we have provided a restricted rider insurance policy.

Your excess

- You will have to pay an excess each time you make a claim under this policy. The policy schedule shows how much this will be. If your motorcycle is being repaired you pay your excess to the repairer once repairs are complete. If your motorcycle has been stolen or written off, we will deduct your excess from the amount we pay you.
- If you are not at fault in an accident, your policy provides opportunity where your excess will be waived or refunded to you. (Pg 26)

YOUR POLICY

The information **you** have given will be the basis of the contract of insurance with **us**. For the contract to be valid, all the information **you** have given **us** must be true and complete.

Your policy, which is **our policy** booklet, most recent **policy schedule** and any endorsement(s) is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for **your** premium **we** will provide insurance as described in the following pages and in **your policy schedule**. Any injury, **loss** or liability must occur anywhere within New Zealand and happen in the **period of insurance** as shown on **your policy schedule**.

You must pay **your** insurance premium by the date stated on the payment notice otherwise **your policy** will cease to operate.

IMPORTANT INFORMATION

Please read this **policy** booklet with **your policy schedule** to make sure that **you** are satisfied with **your** insurance. If **you** have any questions please contact **us**.

If **you** are not happy with this motor cycle **policy**, **you** can change **your** mind, provided **you** tell **us** within 15 days of the date of **your** proposal. **We** will withdraw cover effective from the beginning of the insurance contract and **we** will fully refund the premium **you** have paid. This clause will not apply if any claim has been made.

Please also take some time to read **our** complaints procedure in the "Making a Complaint" section.

HOW TO MAKE A CLAIM

Complete a claim form and return it to us. You can download one from our website:

www.starinsurance.co.nz

Or call us on **0800 96 8000** and we will send you one.

DEFINITIONS

These **definitions apply** throughout your policy. Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the **policy**. The definitions are listed alphabetically:

Accident: means an **event** occurring in New Zealand that is unintended, unexpected and unforeseen by **you**.

Authorised Rider: Means any person whom **you** have given permission to use the **insured motorcycle**, providing they have a valid driving licence which allows them to ride it, they are not disqualified from driving and their name is listed on the **schedule**.

Deductible: Means the amount **you** are required to pay as the first part of each and every claim made.

Event: Means any one **event** or series of **events** arising from one source or original cause.

Insured Motorcycle: the motorcycle specified in the **schedule** including all accessories, and spare parts used exclusively for the **insured motorcycle** including load securing equipment.

Indemnity Value: means the replacement value, less an applicable fair depreciation based on the age, condition, wear and tear and remaining expectant lifespan of any item.

Loss: Means sudden physical **loss**, damage to or destruction of an **insured motorcycle** caused by an **Accident**.

Market Value: means the reasonable sale price of the same or a comparable motorcycle of similar pre-**loss** age, condition and specification, including the value of its accessories

Period of Insurance: Means the dates shown in **your policy schedule**.

Protective Equipment: Means items specifically designed to protect a motorcycle rider in the **event** of an **accident** such as but not limited to helmets, boots, safety clothing, gloves and goggles.

Policy: Means **your policy** booklet and most recent policy **schedule**, including any endorsement(s).

Schedule: Means the most current **schedule** and endorsements issued to **you**.

Secured: Means **secured** to the extent necessary to prevent unnecessary or unintended movement of the

We/Us/Our: Star Underwriting Agents Ltd T/as Star Insurance as agents of Lumley General Insurance (N.Z.) Ltd.

You/Your: The Policyholder(s) named in the **schedule**.

Definitions relating specifically to Section 5

These definitions apply in addition to the definitions above.

Authorised Repairer: Means any Automobile Association (AA) or Motor Transport Association (MTA) repairer.

Component: Means any item or part of the **insured motorcycle**.

Mechanical Breakdown: Means failure of any Component due to sudden and unforeseen circumstances totally disabling the **insured motorcycle**.

Repair Costs: Means the fair and reasonable cost of repair or replacement of any Component arising from Mechanical Breakdown. **We** will not pay more than the manufacturer's latest recommended retail price. However we may supply or repair any specialised items.

USE OF MOTORCYCLE

DESCRIPTION OF USE

The cover provided by this **policy** only applies in the following circumstances while:

- a) the **insured motorcycle** is being used within New Zealand; and
- b) the **insured motorcycle** is being driven by **you** or any **authorised driver**, and the driver holds the appropriate driver's licence which is in full force and effect and is not breaching any of the licence conditions (These restrictions do not apply if any person steals or illegally converts **your insured motorcycle**, but **you** must lay a complaint with the Police.); and
- c) the **insured motorcycle** is being used:
 - i. for private, domestic, social or pleasure purposes, including community work;
 - ii. for farming purposes;
 - iii. for business or professional purposes, other than: courier driver, delivery person or taxi driver
 - iv. for religious, social welfare or youth organisation work purposes;
 - v. to teach a person to drive, provided all legal requirements are complied with.

Description of use Exclusions

This **policy** does not provide cover of any kind whatsoever whilst any **insured motorcycle** is:

- a) being driven or used for a purpose not listed above in the Description Of Use. This includes, but is not limited to being driven on a race track, or for: pace making, reliability trials, hill climbs or speed tests, or being driven in preparation for any one of these activities.
- b) being driven in an unsafe condition. This includes any condition:
 - i. which is contrary to any recommendation by the manufacturer of the **insured motorcycle**; or

- ii. as a result of which the **insured motorcycle** is not fit to deal with any peril likely to be encountered during the course of its operation. This exclusion only applies if you or the person in charge of the insured motorcycle was aware, or with reasonable diligence ought to have been aware, of the unsafe condition.
- c) Used, loaded or operated in excess of the manufacturer's recommended specifications, or loaded contrary to the law; or its ancillary plant or machinery is being operated contrary to the law.
This exclusion only applies if **you**, or the person in charge of the **insured motorcycle**, was aware, or with reasonable diligence ought to have been aware, of the unsafe condition.
- d) being used or driven by any person who is not the holder of a licence for the appropriate class and use applicable to the operation of the **insured motorcycle** or its components, or who is breaching any condition of their licence.
This exclusion will not apply if the person is an **authorised driver** and had held and is not disqualified from holding or obtaining, and actually obtains a licence, nor if the **insured motorcycle** is being used for the purpose of teaching a learner to drive, if all requirements of the law are being complied with.
- e) being driven by any person who:
 - i. is under the influence of alcohol, or any intoxicating substance or drug.
 - ii. has a proportion of alcohol in his/her breath or blood higher than allowed by law.
 - iii. has refused to supply any sample of breath or blood or undergo any test when required to do so by anyone authorised by law; and/or
 - iv. fails to stop, or remain at the scene, following an **accident** as required by law.
- f) being used to carry fare paying passengers.

LEVEL OF POLICY COVER

YOUR SCHEDULE WILL INDICATE THE LEVEL OF COVER YOU HAVE SELECTED.

Comprehensive

All sections apply

Third Party, Fire & Theft

Only Sections 1, 2, 3, 6, 7 and 8 apply, however in respect of Section 1 the cover is restricted to loss caused directly by fire; lightning; explosion; or theft. The Uninsured Third Party Protection extension of Section 4 also applies to any **loss**.

Third Party Liability only

Section 2, 3, 6, 7, 8 and the Uninsured Third Party Protection extension under Section 4 apply;

Competition Motorcycle

Only Sections 1, 2, 3, 6, 7 and 8 of the **policy** applies, however in respect of Section 1, the following Exceptions also apply;

- a) Section 1 does not cover the **insured motorcycle** when the engine is running or being started or when it is in motion under its own motive power.
- b) Section 1 does not cover the **insured motorcycle** for **loss** whilst it is in transit unless it is secured.
- c) **Loss** resulting from fire is excluded unless the cause of the fire is positively identified as solely external to the **insured motorcycle** and ignition occurs more than 24 hours after the **insured motorcycle** has been switched off.

Storage & Transit or Restoration & Transit or Off Road

Only Section 1, 2, 3, 6, 7 and 8 of the **policy** applies, however in respect of Section 1, the following Exceptions also apply;

- a) Section 1 does not cover the **insured motorcycle** for **loss** when it is in motion under its own motive power, unless it is travelling directly to or from a WOF provider for the purpose of obtaining a WOF
- b) Section 1 does not cover **insured motorcycle** for **loss** whilst it is in transit unless it is **secured**.



COVER FOR THE INSURED MOTORCYCLE

Following **loss**, we will, at **our** option, either:

- a) pay for cost of repair; or
- b) pay the amount equal to the reasonable cost of repair; or
- c) replace the **insured motorcycle** with an equivalent motorcycle; or
- d) pay any amount equal to the **insured motorcycle's market value**, Sum Insured or Agreed Value at the time of loss.

The most we will pay will be the lesser of the following at the time of the **loss**:

- a) The **market value**
- b) The Sum Insured for the **insured motorcycle** as shown in the **schedule**.
- c) Agreed Value if stated in the schedule.

We will not be liable for that portion of any repair which improves the condition of the **insured motorcycle** beyond its condition before the loss.

If any part of the **insured motorcycle** is no longer manufactured, the most **we** will pay is the supplier's or manufacturer's last list price for that part or the cost to manufacture a new one, whichever is the lesser amount.

This Section does not cover

1 Wear and Tear

This **policy** does not insure:

- a) **Loss** caused by or in connection with:
 - i. wear and tear;
 - ii. rust or corrosion; or
 - iii. the **insured motorcycle's** faulty or defective design, specification or materials.

However, this exclusion is limited to the part immediately affected and does not apply to any resultant **loss** to any other part of the **insured motorcycle**.

2 Consequential Loss

This **policy** does not insure:

- a) **loss** of use of any kind whatsoever, or costs or expenses that result from that loss of use, unless expressly insured under an optional extension.
- b) depreciation or loss in value

3. Insured Motorcycle Components

This **policy** does not insure the following parts of an **insured motorcycle**:

- a) Engine and all engine parts;
- b) Hydraulic system ;
- c) Transmission system (including but not limited to gearbox, drive shafts, axles, differentials, clutches, and wheel hubs);
- d) Braking systems;
- e) Electrical/electronic and mechanical systems;
- f) Any fixed plant machinery (eg: spraying equipment);

However this exclusion does not apply if any **loss** to an **insured motorcycle** component is the direct result of:

- a) The **insured motorcycle** catching fire;
- b) The **insured motorcycle** or a conveying vehicle overturning;
- c) The **insured motorcycle** suffering an impact or collision with an external object;
- d) The whole **insured motorcycle** being partly or fully immersed in a body of water;
- e) The **insured motorcycle** being stolen or converted;
- f) The **insured motorcycle** being maliciously damaged;
- g) The **insured motorcycle** being accidentally operated with the incorrect or contaminated fuel or
- h) Hail, snow or storm, lightning
- i) Animals

4. Tyres

This **policy** does not insure damage to or destruction of tyres. However this exclusion will not apply if the damage or destruction results from **loss** that is covered by this **policy**.

5. **Loss** arising from theft or conversion by a prospective purchaser. However, this exclusion does not apply if you, as a minimum:
 - a) Have sited the original driving licence of the prospective purchaser and have recorded all of the details contained in the licence, and
 - b) Pass the details of the licence to **us** in the event of a **loss**;
6. **Loss** arising from failure of, or defect or fault in the design or specification;
7. The **deductible** in the **schedule** for each and every claim. Where more than one **insured motorcycle** is involved in the same **accident**, only one **deductible** will apply.



LIABILITY TO THE PUBLIC

This Section covers **your** liability at law, including your legal expenses in defending any claim, caused by, or in connection with the **insured motorcycle**, including whilst it is being loaded or unloaded.

If **you** ask **us** to, **we** will provide the same cover to any **authorised rider**.

The most **we** will pay is \$20,000,000 - inclusive of costs and expenses in respect of any one claim or claims arising from any one **accident**

This section does not cover you:

- a) legal liability arising out of or in connection with loading or unloading the **insured motorcycle**;
- b) legal liability for any property (including any road) arising from vibration caused by the **insured motorcycle** or from the weight of the load carried by the **insured motorcycle**, or from the weight of the **insured motorcycle**, or from the combined weight of the load and the **insured motorcycle**;

- c) legal liability directly or indirectly caused whilst any component or accessory on the **insured motorcycle** is being used or operated for the purpose for which it was designed by the manufacturer. (For the sake of clarity – a motorcycle is designed primarily for the transportation of persons. If a component is added to it to give an extension to the original use of the motorcycle, **we** will not provide cover for the extended use. For example if **you** add a crop spraying machine to it, **we** will not provide cover under this section whilst crop spraying)
- d) legal liability in respect of property which belongs to, or is in the care, custody or control of **you** or any **authorised rider**, other than;
 - i. buildings leased or rented by **you** or any **authorised rider**;
 - ii. a motorcycle (not being the property of **you** or any **authorised rider** or insured under Section 1 of the **policy**) which is being towed by an **insured motorcycle**, other than a motorcycle which is towed or recovered for reward where **you** or an **authorised rider's** business includes a motorcycle recovery service;
 - iii. personal baggage and wearing apparel of any passenger, however this provision does not apply to the **you** or any **authorised rider's** liability as a bailee;
- e) liability to any person, who at the time of the **accident**, was in charge of the **insured motorcycle**;
- f) liability arising as a result of a judgement or order of any court outside New Zealand, or for any debt based on such judgement or order;
- g) the **deductible** shown in the **schedule** for each and every claim.



GENERAL EXCEPTIONS

There is no cover under this policy for **loss** or liability;

1. Whilst any insured motorcycle is:

- a) being used by any person who is not an **authorised rider**;
- b) being used for any professional or business use unless notified and accepted by us, or any racing, pace making, reliability trial, hill climbing or speed tests, motor cross, trail riding or off road recreational activity, or being ridden in preparation for any one of these activities;
- c) being used in an unsafe condition. For the purposes of this exception, unsafe condition includes any condition which is contrary to any recommendation by the manufacturer of the insured motorcycle or any legal requirement;
- d) being driven, operated, directed or controlled by any person who is not the holder of a licence for the appropriate class and use applicable to the operation of the insured motorcycle or its components, or who is breaching any condition of their licence. This exception will not apply if the rider has previously held, and is not disqualified from holding a licence at the date of loss;
- e) being driven, operated, directed or controlled by any person, who:
 - i. is under the influence of any intoxicating substance or drug; or
 - ii. has a proportion of alcohol in the blood which exceeds the legal limit. This exception will apply notwithstanding the rider may have died as a result of the accident; or
 - iii. has a proportion of alcohol in the breath which exceeds the legal limit; or
 - iv. fails to supply a blood or breath sample as required by law; or
 - v. fails to stop, or remain at the scene, following an accident as required by law.

A certificate of conviction of the rider, may be used by us as sufficient evidence for these exceptions to apply where the offence was committed at the time of or following the accident;

A certificate of analysis of the rider's blood or a reading from an evidential breath testing device of the rider's breath may be used by us as sufficient evidence of the rider's minimum blood or breath alcohol level at the time of the accident;

- f) being used whilst loaded or operated in excess of the manufacturer's recommended specifications, or loaded contrary to regulations or statute, or operated for its specialised purpose and not as a vehicle contrary to regulations or statute;

Exceptions (a) – (f) above will not apply in respect of a **loss** which results from theft or conversion;

2. Incurred by you or any authorised rider by virtue of an agreement and which would not have attached in the absence of such agreement;

3. Which is recoverable under the Accident Compensation Act 2001;

4. Which is directly or indirectly caused by:-

- a) war, invasion, act of foreign enemy, war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
- b) confiscation, nationalisation or destruction or damage to property by order of government, public or local authority;
- c) nuclear weapons material;
- d) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. Solely for the purpose of this exception 4(d) combustion will include any self-sustaining process of nuclear fission;

5. Deliberately brought about by you or any authorised rider under this policy;

6. While any insured motorcycle is being used for the purpose or in furtherance of any criminal activity;

7. For any exemplary damages.



POLICY EXTENSIONS

The following extensions to cover are included if you have comprehensive cover.

Additions and Deletions

Any **insured motorcycle** disposed of during the currency of this **policy** will be treated as deleted from the date of disposal and any motorcycle acquired by **you** will be covered by this **policy** from the date of its acquisition, provided all acquisitions are advised to us within thirty days from their date of acquisition and in respect of those motorcycles over \$100,000 immediate notice must be given to **us**. The premium for all additions and deletions will be adjusted on **our** current premium rates. For declaration purposes, the value for each additional **insured motorcycle** will be its purchase price and in respect of deletions the value declared on the most current **schedule** at the time of deletion.

Agreed Value

If the **insured motorcycle** and sustains a total **loss** the total amount **we** will pay **you** will be the amount declared in the **schedule** for this extension. If however this amount is 120% or more of the **insured motorcycle's market** value then the **market value** will become the maximum **we** will pay. A total **loss** occurs when the assessed cost of repairs and the post- **loss** value of the damaged **insured motorcycle** exceed the amount payable on the schedule.

Certified Value

If **you** have provided **us** a valuation by a motorcycle valuer recognised by **us** and **we** have accepted the valuation **we** will pay you the amount specified in the valuation in the event of a total loss being declared. **You** will need to provide **us** a new valuation for every 12 month insurance period and prior to any **loss**.

Claim Free Recognition

If **you** have remained claim free over the last 5 consecutive years of insuring **your insured motorcycle**, or a previous or similar motorcycle, for comprehensive cover with **us** or another insurance company, once qualified **we** will not reduce **your** Claim Free recognition under this **policy** as long as **you** do not make more than one claim in any one subsequent **period of insurance**.

Cleaning up Costs

Section 2 of this **policy** is extended to cover the reasonable costs incurred in the removal of debris from any road, carriageway or parking area; the costs of recovery, reloading or trans-shipping to the nearest place of safe storage, any property carried by the **insured motorcycle** as a load, provided the most **we** will pay is **\$5,000** in respect of any one **accident**. This extension does not cover any fine or penalty.

Completion of Journey Costs

If **loss** occurs more than 100 kilometres from the city or town from which you reside and as a result the journey cannot be continued, this extension covers the reasonable costs incurred in:

- a) returning **you** to where the journey first commenced; and
- b) returning the **insured motorcycle** to the premises where it is normally based following its repair, or recovery costs in the **event** of theft or conversion.

The most **we** will pay is \$500 in respect of any one **accident**, and \$2000 in the aggregate for all **accidents** in any one **period of insurance**. This extension applies within New Zealand only.

Continuance Of Policy Cover Following Total Loss

Section 6 – Claim Condition 5 is deleted and of no further effect and replaced with the following:

If there is any payment by **us** in respect of the total **loss** (or constructive total loss) of any **insured motorcycle**, and:

- a) **We** are unable to make a recovery from a third party or the majority of the liability for the **accident** lies with **you** or any **authorised rider** then the cover granted by this insurance of such **insured motorcycle** ceases entirely from the date of such **loss** and no premium will be refundable for the unexpired **period of insurance** in respect of that **insured motorcycle**.

b) **We** are able to make a recovery from a third party or the majority of the liability for the **accident** lies with the third party the cover granted by this insurance of such **insured motorcycle** ceases entirely but will automatically be reinstated in the **event** of **you** purchasing a replacement motorcycle. In the event of the value of the replacement motorcycle being greater than the **insured motorcycle** an additional premium will be charged, but no credit will be given in the event of the replacement motorcycle being less than the original **insured motorcycle**. It is further agreed that the benefit described above is available only once in any 12 month **period of insurance**.

Death by Accident

If **you** die as a result of an **accident** whilst using the **insured motorcycle**, whether or not death occurs at the time of the **accident**, **we** will pay to the Executors or Administrators of your Estate the amount of \$5,000. Such amount will be in excess of any amount payable under any other policy of insurance or Accident Compensation legislation. The death must occur within 12 calendar months of the **accident** and be solely and directly as a result of the **accident**.

Exemplary Damages

General Exception 7 is deleted and Section 2 is extended to cover exemplary damages for bodily injury in respect of:

- a) **Your** Liability;
- b) the Liability of an **authorised rider** – if you ask us to.

This extension is subject to the following:

- a) The most **we** will pay is \$250,000 any one claim and \$500,000 and in the aggregate for all claims during any one **period of insurance**;
- b) Each and every claim will be subject to a deductible of 10% with a minimum of \$5,000. No other **deductible** shall apply;
- c) There is no cover under this extension:
 - i. if the claimant was involved in any way in driving, operating, directing or controlling the **insured motorcycle** at the time of the **accident**;
 - ii. arising from any dishonest, fraudulent or malicious act or omission by **you** or an **authorised rider** or anyone acting on behalf of **you** or an **authorised rider**;

Inability to Drive

If during the **period of insurance** **you** have **your** New Zealand driving license revoked by the New Zealand Transport Agency as a result of **you** being incapacitated due to injury following an **accident** in the **insured motorcycle** which results in a valid claim under this **policy**, **we** will reimburse you for incurred alternative transport costs, up to a maximum amount of \$1,000 and up to a maximum period of 12 months.

Invalidation

In respect of Section 1 – **Loss** of the **insured motorcycle** General Exception 1 is deleted and shall have no further effect provided that:

- a) The **insured motorcycle** was not used for something **you** knew or ought to have known about; and
- b) **You** have not waived any right of recovery against the **authorised rider**.

The most **we** will pay under this extension is \$50,000 for any one loss.

Keys and Locks

In the **event** of the keys being stolen for the **insured motorcycle** or **you** believing on reasonable grounds they have been duplicated without **your** permission, the **policy** is extended to include the costs reasonably and necessarily incurred in replacing the keys, the locks and/or the lock mechanism for the **insured motorcycle**. A **deductible** applies of \$250 per **event**, and the maximum **we** will pay in any one 12 month **period of insurance** is \$2,000.

For cover to apply under this extension, **you** must have 2 sets of keys to the **insured motorcycle(s)**.

Loss of Use

If **loss** covered under {Section One} prevents **you** from using the **insured motorcycle**, this extension covers the reasonable cost of **you** hiring a substitute vehicle, during the Period of **loss** (as defined below).

'Period of **loss**' means the period:

- a) Beginning when the **insured motorcycle** is delivered to the repairer to start the repair, or from the date of the **loss**, if the **insured motorcycle** can no longer be driven, or is lost

at that date; and

- b) Ending when the repairs are completed and you have taken delivery of the **insured motorcycle**, or have returned the substitute hire vehicle, whichever occurs first. In the case of a total **loss**, the period ends on the date **we** make payment for the total loss.

This extension is subject to the following:

- a) It only applies to the **insured motorcycle** stated in the **schedule** as being subject to this extension.
- b) The extension does not apply if **you** have available a free substitute vehicle or purchase an additional vehicle.
- c) The repair of the **insured motorcycle** must be carried out as soon as reasonably practicable.
- d) This extension does not cover costs charged by the hire company for insurance, petrol or normal running costs.
- e) The **insured motorcycle** must be **your** only means of transport

Our total liability under this extension will not exceed \$1,000 in any 12 month period. **You** must contribute \$25 per day

Movement of Other Vehicles

Section 2 is extended to cover liability arising out of the movement of any vehicle which was parked in a position which prevented or impeded the loading, unloading or legitimate passage of the **insured motorcycle**.

New Replacement Motorcycle

If there is total or constructive total **loss** occurring within 12 months of the **insured motorcycle** being first registered as a new motorcycle, **we** will at **our** option under Section 1 either:

- a) provide a new replacement motorcycle; or
- b) reimburse the price for which a new replacement motorcycle of similar make and model but not colour could be purchased whichever is the lesser of (a) or (b).

Cover is subject to:

- a) the **insured motorcycle** having travelled less than 20,000km; and
- b) the sum insured at the time of **loss** is not less than the price **you** paid for it.

We will not pay more than \$1,000 over the sum insured stated in the schedule.

Other Interested Parties

If there is any mortgagee, debenture holder, hire purchase company, conditional purchaser or other party with a financial interest in any **insured motorcycle** which have been notified to **us**, the proceeds of any claim will be payable to such interested parties in the order of their legal priorities and their receipt will be sufficient discharge and any balance payable to the **you**. The most **we** will pay is limited to the amount that would have been payable to **you** in the absence of this extension.

Personalised Plate Cover

If the **insured vehicle** has a personalised plate and the **insured motorcycle** is stolen during the **period of insurance** and not recovered, **we** will pay to have **your** personalised plate reproduced.

Protective Equipment - Standard

In the event of an **accident** giving rise to a claim, Section 1 is extended to cover your **protective equipment**, which is lost or damaged if it is not otherwise insured. This extension only applies if **you** are on the **insured motorcycle** at the time of the **accident**, the extension will then apply to **your** and any other person's **protective equipment** who was on the **insured motorcycle** at the time of the **accident**.

Cover for **protective equipment** is restricted to **indemnity value**. The most **we** will pay under this extension is \$1,250 per person and \$2,500 per **event**.

Registration and Road User Charges

If following a **loss** covered under this **policy** the **insured motorcycle** is declared a total **loss** and **we** make a claim payment under this **policy**, **we** will refund the unexpired portion of any registration and road user charges (if applicable) remaining on the **insured motorcycle** as calculated by the NZ Transport Agency.

Salvage and Safety Costs

Section 1 is extended to cover reasonable costs incurred by **you** or any **authorised rider** in salvaging or recovering an **insured motorcycle**, including the costs of ensuring its safety and delivery to a place of suitable repair or inspection.

Second Hand Purchase Price Guarantee

If **your** second hand **insured motorcycle** has been owned or leased by **you** for a period of less than 12 months, in the **event** of a **loss we** will pay the purchase price, provided it does not exceed the market value by more than 20%. However the sum insured at the time of **loss** must be equivalent to the price you paid for it.

Trailer

We will cover any trailer owned, hired or leased by **you**, but excluding:

- a) caravans or boats, horse or camper trailers;
- b) the contents of any trailer;
- c) trailers which are insured by another policy; and/or
- d) trailers which cannot be drawn by the **insured motorcycle**;
- e) Any sidecar or side car device not advised to **us** and noted on the **schedule**

We will pay up to \$2,000 for any one **accident**.

A **deductible** of \$250 applies to each and every **accident**.

Uninsured Third Party Protection

If there is a claim under the **policy** and a third party has no valid and collectable insurance, and it can be established that:

- (a) the third party was at fault for the **accident**; and
- (b) the identity of the third party is known; and
- (c) the **insured** is unable to make any recovery from the third party;

This extension covers **your** No Claims Bonus, uninsured losses and **policy deductible** up to a maximum of \$3,000 per **event**.

Windscreen, Window and Headlights Extension

We will not change **your** Claim Free Recognition if **your loss** relates solely to the **insured motorcycle's** windscreen and headlight.

Marine Liability

If an **insured motorcycle** is transported by sea or air between places in New Zealand during the **period of insurance** Section 2 is extended to cover the **insured** for any resulting general average and salvage charges recoverable from it at law.

The following extensions to your cover are included if they are noted on your schedule and you have paid the applicable additional premium:

Protective Equipment – Replacement Value

We will in the **event** of an **accident** giving rise to a claim, Section 1 is extended to cover **your protective equipment**, which is lost or damaged. This extension only applies if **you** are on the **insured motorcycle** at the time of the **accident**, the extension will then apply to **your** and any other person's **protective equipment** who was on the **insured motorcycle** at the time of the accident.

Settlement for **protective equipment** is Replacement value. The most **we** will pay under this extension is \$2,500 per person and \$5,000 per **accident**.

Gap Cover

If the **insured motorcycle** is financed by either lease or hire purchase or other financial instrument at the time of **loss we** will pay the greater of:

- a) the reasonable **market value**, or
- b) the residual value of the **insured vehicle** if we choose not to repair the **insured motorcycle**

But this does not include:

- a) penalties for early termination, and
- b) penalties for any additional distance travelled, and
- c) unpaid obligations under the lease at the time of the **loss**, and
- d) penalties resulting from lack of servicing or poor maintenance, and
- e) balloon payments, and
- f) the amount by which the residual value of the **insured motorcycle** exceeds 120% of the **market value**.



ROADSIDE ASSISTANCE 24HRS 7DAYS

This benefit is in addition to your Star Insurance policy.

All motorcycles insured comprehensively are registered with Journey On Roadside Assistance for their Standard Roadside service. This provides 24hr, 7 day roadside assistance.

For roadside assistance call 0800 888 247.

You will need to quote your motorcycle registration.

Journey On Standard provides everything you need to get up and running again:

- Jump Start if your battery is flat
- Flat Tyre replacement with your spare
- Emergency Fuel if you have run out
- Minor Roadside Repairs, such as replacement fuses, temporary repair to hoses
- Emergency Windscreen Assistance repair and replacement
- Key replacement, locksmith service or key courier service
- Driver Assistance with directions
- Urgent Message relay
- Emergency Towing (transport for motorcycles) to the nearest place of safety if your motor vehicle / motorcycle can not be mobilised.

Journey On Standard terms and conditions

- Your motorcycle must be currently warranted and registered, in a sound state of repair, and must be on or near a public road accessible by a 2WD vehicle.
- There is a limit of \$100 per callout, and limited to 3 callouts per year.
- The Emergency Tow is to the nearest place of safety ie, service station, garage, lockup, tow yard, or anywhere that gets your motorcycle off the road and to a place of safety.

This is not subject to the \$100 callout limit as determined by Journey On.

For questions and queries about this breakdown service, please contact NZRA, 0508 697 623 and state you are a Journey On standard member.



MECHANICAL BREAKDOWN

Eligibility

To be eligible for cover under this section the **insured motorcycle** must:

- Be new when first registered in New Zealand; and
- Be less than 3 years old from the point of first registration at the date of the **mechanical breakdown**; and
- Have covered less than 30,000 kilometres at the date of the **mechanical breakdown**

The most we will pay is:

- \$1,500 per **event**; or
- \$4,000 or the **market value** at the time of **mechanical breakdown** whichever is the lesser of (a) or (b) in the aggregate for all claims in any period of insurance.

Exceptions to Mechanical Breakdown

This section does not cover any repair costs;

- recoverable under any other more specific form of insurance, warranty or guarantee;
- arising from any pre-existing defects prior to the inception of this policy;
- incurred for routine servicing and maintenance;
- arising from any modification except as recommended by the manufacturer;
- arising from or for rectifying any failure of, or defect or fault in the design or specifications; and the costs of any recall;

- f) for loss of use or consequential losses of any kind;
- g) for wear and tear, rust, corrosion, deterioration;
 - viii) arising from misuse, neglect or failure to carry out regular or required maintenance or service in accordance with the manufacturer's recommendations;
- h) arising from or for rectifying defective repair or workmanship;
- i) arising from loss for which a claim is payable under Section 1 of this policy.

This section also does not:

- j) Cover the deductible shown in the schedule for each and every claim.
- k) apply if the breakdown occurs whilst off-road and or the breakdown results from riding off road

Extensions to Mechanical Breakdown

If **we** accept a valid claim under the Mechanical Breakdown extension, the following apply automatically:

- a) Alternative Accommodation & Substitute Vehicle Hire.

If **mechanical breakdown** occurs more than 50 kilometres from the centre of the city or town from which **you** reside (or 80 kilometres from the Auckland Town Hall if you reside within the greater Auckland area) and as a result **your** journey cannot be completed in the same day as the **mechanical breakdown** occurs **we** will pay for any one of the following:

- i. Alternative accommodation costs of up to \$80 per night up to a maximum of \$300 to cover all nights accommodation; or
 - ii. \$100 per day up to \$300 in total to hire a substitute vehicle to complete the journey
- To be eligible for cover in respect of (i) or (ii) above, the repair time to fix the **mechanical breakdown** must exceed 8 hours.

- b) Towing

If **mechanical breakdown** occurs, this extension covers the reasonable costs of towing or transporting the **insured motorcycle** to the nearest **authorised repairer**.

Mechanical Breakdown Claims Conditions

You and/or any **authorised rider** must comply with the following conditions to have the full protection of **your policy**.

- a) deliver the **insured motorcycle** to the nearest Authorised Repairer;
- b) ensure the **insured motorcycle's** Service Handbook is handed to the Authorised Repairer; and before any Repair Costs are incurred, the Service Manager, of the Authorised Repairer, must contact **us** for claims authorisation, and should supply **us** with the;
 - i. Exact odometer reading (at the time of mechanical breakdown);
 - ii. Cause of mechanical breakdown;
 - iii. Approximate repair costs;
 - iv. **Insured motorcycle** registration number;
 - v. Service history

We will then provide the Service Manager with an authorisation number.

Note: Any additional labour or parts required after initial notification of the claim must be advised to **us** prior to these costs being incurred if payment of these to be considered

If **you** and/or any **authorised rider** do not comply with above conditions, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** and/or any **authorised rider's** claim, or reduce the amount of any claim payment:



CLAIMS CONDITIONS

Section Notes: No repairs should be carried out until **our** surveyor/assessor has examined the **insured motorcycle** and approved any repair work, unless this requirement is specifically waived by **us**, prior to the commencement of the repair;

You can obtain a claim form by calling **us** on 0800 96 8000 or **you** can download one from our Website www.starinsurance.co.nz;

You and/or any **authorised rider** must comply with the following conditions to have the full protection of **your policy**. If **you** and/or any **authorised rider** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** and/or any **authorised rider's** claim, or reduce the amount of any claim payment.

1. Following a **loss** covered under Section 1:

- a) take prompt steps to minimise **loss** and to prevent further **loss**;
- b) if the **insured motorcycle** can be ridden safely and without causing further **loss**, take it to any repairer or otherwise have it towed to the nearest suitable repairer or tow-yard;
- c) as soon as possible inform **us** and complete a claim form and deliver it to **us**; and
- d) in the event of a **loss** in transit **you** must retain all articles that were used to ensure that the **insured motorcycle** was **secured** prior to the **loss**. **You** must provide these to **us** for inspection if **we** request this.

2. **You** are responsible for the payment of the **deductible** to the repairer;
3. If a claim is made for a total **loss** of the **insured motorcycle** by theft, **we** will not be required to settle the claim for a minimum of 30 days from the date of reporting the **loss** to **us**; or until investigations are complete.
4. **You** must notify the Police immediately in respect of **loss** or liability as a result of theft, conversion, arson, malicious damage, death or bodily injury to any person;
5. If there is any payment by **us** in respect of the total **loss** (or constructive total loss) of any **insured motorcycle**, the cover granted by this insurance on such **insured motorcycle** ceases entirely from the date of such **loss** and no premium will be refundable for the unexpired **period of insurance**. The **insured motorcycle** then becomes the property of **us**. In the event **you** are paying the premium by monthly instalments, the remaining instalments will, at **our** option, be deducted from the claim settlement or **we** may require you to pay the balance due in full.
6. If there is a claim, or possible claim, under Section 2 **you** or any **authorised rider**:
 - a) must as soon as possible contact **us** to obtain and complete a claim form, if not already completed for a claim under Section 1, and deliver it to **us**; and
 - b) must not, without the written consent of us:-
 - i. incur any expense in making good any **loss** to the property of others or incur any legal expense; or
 - ii. Make any statement or take action which may be considered to be an admission of liability; or
 - iii. negotiate, pay, settle, admit or repudiate any claim made by another person, but must refer that person to **us**, and **we** will be entitled to handle the claim on behalf of you or any authorised rider;
7. **You** or any **authorised rider** or any other person, will as often as may be reasonably required, submit to an examination under oath by any person named by **us**, and must cooperate with **us** and supply any information or documentation **we** may reasonably require;

8. If **We** cover **you** or any **authorised rider** for any **loss** or liability **we** shall be entitled to instigate, take over or defend any legal proceeding in the name of **you** or any **authorised rider**, including any claim or counterclaim, and shall have full discretion to conduct or settle such proceedings;
9. At any time after the happening of any **event** giving rise to a claim or series of claims under Section 2 of this **policy**, **we** may pay to **you** or any **authorised rider** or agree to pay, as and when incurred by **you** or any **authorised rider**, the full amount of **our** liability for a claim under Section 2 and relinquish the conduct of any claim, defence or proceedings. **We** will not be liable for any costs or expenses whatsoever incurred by **you** or any **authorised rider** or other person after **we** will have paid such amount and relinquished such conduct.
10. If there is any payment by **us** in respect of the total **loss** (or constructive total **loss**) of any **insured motorcycle** the **insured motorcycle** and all accessories included in the calculation of the settlement value become the property of us.



GENERAL CONDITIONS

You and/or any **authorised rider** must comply with the following conditions to have the full protection of **your policy**. If **you** and/or any **authorised rider** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** and/or any **authorised rider's** claim, or reduce the amount of any claim payment.

Alteration

This **policy** was arranged on the basis of the information supplied to **us** by or on behalf of **you**. If any circumstance(s) change during the currency of the **policy**, **you** must notify **us** as soon as **you** become aware of such change, for example:

- a) Modifications made to the **insured motorcycle** (excluding conversion to LPG or CNG);
- b) change in the use of the **insured motorcycle**;
- c) change in the physical ability of any rider
- d) change of **your** postal address or address where the **insured motorcycle** is kept

The above list is not exhaustive. If **you** become aware of any change and **you** are not sure whether or not to advise **us**, **you** should do so.

Cancellation

This **policy** may be cancelled by **you** at any time by notice in writing delivered to **us**. If there have been no claims, **we** will refund to **you** 80% of the amount of any unexpired premium already paid on a pro rata basis. **We**, or **our** authorised agent, may cancel this **policy** by giving **you** 30 days' notice in writing via post or facsimiled to the address last known to **us** and **we** will refund to **you** 100% of the amount of any unexpired premium already paid on a pro rata basis.

Diligence

You or any **authorised rider** must take all reasonable steps to protect the **insured motorcycle** from **loss** and must comply with all legal requirements as to safety, maintenance and operation of the **insured motorcycle**.

Fraud

If any fraudulent means or devices are used by **you** or any **authorised rider**, or anyone acting on behalf of **you** or any **authorised rider**, when entering into this insurance or to obtain any benefit under this **policy**, all benefits under this **policy** are forfeited.

Goods and Services Tax

Unless otherwise stated the sum insured specified in the **schedule** includes GST. In respect of any **deductible; policy** Limit or sub-limit within any **policy** Extension, the amount specified is also GST inclusive.

Instalment Premiums

Where there is total or constructive total **loss** which is covered by this **policy**, **we** shall be entitled to deduct from any payment made to or on behalf of **you** or any **authorised rider** or anyone entitled to cover under this **policy**, the difference between the annual premium and the amount of premium paid by instalments.

Other Insurance

If at any time any claim arises under this **policy** there is any other existing insurance covering the **loss**, this **policy** will only apply in excess of the other insurance, even if there is a similar Other Insurance condition in the other insurance **policy**.

Under Insurance

In the event of the sum insured specified in the **schedule** being less than 80% of the market value of the **insured motorcycle** at the time of the loss any claim will be settled at the same percentage as the value insured relates to the market value.



MAKING A COMPLAINT

We are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expect. When this happens, **we** want to hear about it so **we** can try and put things right.

Who to contact?

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- a) to be sure **you** are talking to the right person, and
- b) that **you** are giving them the right information.

Step One - Initiating your Complaint

In the first instance, contact Star Insurance by calling or writing to **us** using the relevant details below.

The Complaints Officer

Star Insurance, PO Box 97954, Manukau City, Auckland 2241
Fax: 09 250 6001

If **you** wish to provide written details, please ensure that **you** provide the following information in **your** communication:

- a) **Your** name and address
- b) **Your** policy number
- c) The nature of **your** complaint

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

Step Two - If you are still unhappy

Contacting Lumley General Insurance Head Office. If **your** complaint is one of the few that cannot be resolved by this stage, please write to: Lumley General Insurance (N.Z.) Ltd, PO Box 2426, Auckland 1140, Fax: 09 308 1114

Please ensure that **you** quote **your Policy** number and state that **you** are insured via Star Insurance.

Step Three - Beyond Lumley

If Lumley Insurance has given **you** their final response and **you** are still dissatisfied you may refer **your** case to the Insurance and Savings Ombudsman (ISO), an independent body that arbitrates on complaints about financial and insurance products. The Ombudsman will only consider complaints after Lumley Insurance has provided **you** with a 'deadlock' letter. Lumley will produce such a letter only when **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Office of the ISO, PO Box 10-845

Wellington 6143

Fax: (04) 499 7614

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Find us online: **starinsurance.co.nz**