

# Maxi Rider



Motorcycle Insurance Policy Wording



Welcome to Swann Insurance  
Thank you for selecting us as your insurer



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## Your policy

### READING YOUR POLICY

#### Words in bold

**You'll** notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 26.

#### Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in *italics*. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

### WHAT YOUR POLICY CONSISTS OF

**Your** Motorcycle Policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

### YOU CAN CHANGE YOUR MIND

If **you're** not happy with this policy **you** are welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you** have made a claim on **your** policy.

### OUR COMMITMENT TO YOU

**We'll** do **our** best to:

- provide **you** with helpful, professional service
- act on **your** requests promptly
- provide **you** with policies that suit **your** needs
- give **you** information that will help **you** to reduce the risk of **loss**
- make **you** aware of policy conditions and obligations.

### OUR AGREEMENT WITH YOU

Together, **you** and **we** have an agreement. **You** agree to pay **us** a premium for **your** cover and, in exchange, **we** promise to cover **you** as stated in this policy wording.

## Keeping us informed

When **you** apply for insurance with **us**, **you** have an important 'duty of disclosure'. This means that **you** must:

- give **us** all the information that a prudent insurer needs to decide whether to accept or decline **your application** for insurance. If **we** accept **your application**, it includes information that a prudent insurer needs to decide the cost of **your** insurance and the terms and conditions that will apply (including the **excess**), and
- provide **us** with true, accurate and complete information, even if **you** think it isn't important.

If **you** don't tell **us**, **your** insurance policy may not be valid and **you** may not be covered if **you** want to make a claim.

**You** must also tell **us** about changes that occur during the policy period – see 'Changes in circumstances' on page 24.

If **you're** not sure whether **you** should give **us** some information, tell **us** anyway. Simply call **us** on **0800 80 79 26** – **we'll** talk the matter over with **you** and let **you** know if it affects **your** policy.

**We** treat all information **you** give **us** in accordance with the Privacy Act 1993.

## SO WHAT MUST YOU TELL US?

**You** must tell **us** about anything that could affect **your** insurance with **us**.

*For example, you must tell us:*

- *if the motorcycle has been modified in any way*
- *if you, or anyone who may ride the motorcycle, have had their motorcycle licence suspended or cancelled in the last 5 years*
- *if your motorcycle will be used for business purposes*
- *if you, or anyone who may ride the motorcycle, have had any traffic offences, including speed camera fines (not parking tickets) in the last 5 years*
- *if you, or anyone who may ride the motorcycle, have been convicted of a criminal offence in the last 5 years*
- *if there are any changes to who the riders will be*
- *if you move to a different address*
- *if you have been declined or refused insurance in the last 5 years*
- *if there has been any material change in circumstances since the policy started*
- *if you insure the motorcycle with anyone else*
- *if you, or anyone who may ride the motorcycle, have had any accident or losses in the last 5-years*
- *if anyone becomes a new rider of your motorcycle*

These *examples* are only a guide.

Remember, **we** provide **your** insurance based on the information **you** gave **us** when **you** applied for it. If anything changes, or if **you** expect something to change, **you** must let **us** know or **your** policy may be unenforceable.

Please ask **us** if **you're** not sure if **you** should tell **us** about something.

## WE MUST TELL YOU ABOUT...

**We** must keep **you** updated on **your** insurance.

*For example, we must tell you:*

- if we change the terms of your policy
- if we add new terms to your policy
- about any other changes to your policy
- before your policy renews, how much your new premium will be

## OUR OTHER RESPONSIBILITIES TO YOU

- **We'll** answer **your** questions honestly and accurately
- **We'll** provide **you** with information and advice to help **you** understand **your** insurance and its terms and exclusions
- If **you** need it, **we'll** give **you** a copy of the information **you** gave **us** when **you** applied for **your** insurance
- When **you** first insure with **us**, and when **you** renew **your** policy, **we'll** tell **you** about the financial rating on **our** ability to pay for any claims **our** customers make

If **you** have any questions please call **us** on **0800 80 79 26**.

## Making a claim

When **you** need to make a claim just call **us** on **0800 80 79 26**.

### What you must do

If anything happens that could result in a claim under this policy, **you** must:

- do what **you** can to take care of the **motorcycle** and to prevent any further **loss** or liability, and
- tell **us** as soon as possible, and
- notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- allow **us** to examine the **motorcycle** before any permanent repairs are started, and
- not destroy or dispose of anything that is, or could be, part of a claim, and
- as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- give **us** any information or help **we** ask for, and
- consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited.

## WHAT WE'LL DO

When **you** contact **us** to make a claim under this policy, **we'll**:

- treat **you** fairly and process **your** claim within the terms of the policy, and
- explain how the claim process works, and
- advise **you** as best **we** can, on how to prevent further damage, and
- if possible, register **your** claim straight away after asking **you** questions and recording **your** responses, and
- if possible, accept **your** claim during the first phone call, and
- explain what **we** need to go ahead with **your** claim, and
- if required, arrange for a loss adjuster to inspect the damage and explain the procedure that will be followed, and
- keep **you** updated on **your** claim's progress, and
- give **you** all the information **you** need on how **we'll** settle **your** claim, and
- if **we** decline **your** claim, clearly explain why.

## What's the Insurance Claims Register?

It is an electronic register that holds a central record of claims lodged with participating insurance companies. These companies can access the claims history of a customer. This helps to keep the cost of insurance affordable to **you**.

## Don't forget about your excess

When **you** make a claim, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your** claim. The **excess** applies to each **event** – unless specifically stated otherwise in another part of this policy.

## GETTING OUR PERMISSION FIRST

**You** must ask for **our** permission before **you**:

- incur any expenses in connection with a claim under this policy, or
- negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- do anything that may prejudice **our** rights of recovery.

*'Rights of recovery' means that we can claim the money that we paid out on your claim back from the responsible person (if someone else that is not insured under this policy was responsible for the loss). You must not do anything that prevents us from doing that, or that disadvantages us when doing that.*

*It is best that you allow us to manage your claim on your behalf. We'll let you know how you can help us when we talk to you about your claim.*

## HONESTY IS THE KEY

**You** and **we** have an agreement. As part of that agreement, **you** agree to be honest in all **your** dealings with **us**, just as **we'll** be honest with **you**. If **your** claim is dishonest or fraudulent in any way, **we** have the discretion to:

- decline **your** whole claim or part of it, and/or
- declare that this policy, or all the policies **you** have with **us**, are unenforceable from the date of the dishonest or fraudulent act.

## THINGS THAT WILL HELP US HELP YOU

- Keep **your** insurance documents in a safe and easily accessible place.
- Have **your** policy number handy when **you** contact **us**.
- Have any relevant information ready when **you** contact **us**, such as a lost item's brand name, model name, model number and special features.
- Let **us** know if **your** contact details change.
- Ask **us** if there's something **you're** not sure about.

## IF YOU HAVE A PROBLEM WITH YOUR CLAIM

**We'll** always do **our** very best to get things right and provide **you** with the service **you** expect from **us**. However, sometimes things do go wrong – so when they do, **we** want to resolve the problem as quickly as possible.

Here's what to do:

### Your first steps are to contact the office you have been dealing with

#### STEP 1

First, discuss **your** problem with the person **you've** been dealing with. Talk through **your** concerns and **we'll** try to resolve it.

#### STEP 2

Second, if **you're** still unhappy with their answer, contact the Operations Manager. At this stage, it's best to put **your** complaint in writing. But if **you** prefer, **you** can phone the Operations Manager instead. They'll acknowledge that **your** complaint has been received, investigate the matter and then inform **you** of the outcome.

### If you're not satisfied with this outcome

#### STEP 3

Next, write to:  
Consumer Credit and Warranty Business Manager,  
PO Box 68200,  
Newton,  
Auckland 1145

**We'll** acknowledge **your** complaint within 3 working days and make sure it's fully investigated. **You'll** receive written advice of the outcome within 10 working days – or, if no decision has been made, **we'll** give **you** an update on the progress of **your** case.

#### STEP 4

Finally, if **we** are unable to resolve **your** complaint within 2-months **we'll** tell **you**. **We'll** also tell **you** of **your** rights under the Insurance & Savings Ombudsman scheme that considers complaints relating to insurance claims. This is an independent scheme that's free of charge to **you**.

The Insurance & Savings Ombudsman has the authority to make decisions binding upon insurance companies for certain claims up to the value of \$200,000 (excluding GST).

Should **you** wish to have **your** complaint considered by the Insurance & Savings Ombudsman, **you** have to do steps 1–3 above first.

Next, **you** must contact the Insurance & Savings Ombudsman office no later than 2-months after the date **we** informed **you** that deadlock has been reached with **your** claim. **You** can contact the Insurance & Savings Ombudsman by phoning 0800 888 202 or (04) 499 7612, by fax at (04) 499 7614 or by writing to PO Box 10 845, Wellington.

**You'll** find additional information and contact details on the web at [www.iombudsman.org.nz](http://www.iombudsman.org.nz).

## What you get if we accept your claim

This section explains when **we'll** repair the **motorcycle**, when **we'll** replace it and when **we'll** pay **you** for it, if **we** accept **your** claim. Please make sure **you** read this section carefully. If **you** have any questions, just phone **us** on **0800 80 79 26**.

### REPAIR, REPLACE OR PAY CASH?

#### Repairable

If the **motorcycle** is economic to repair in **our** opinion, **we** have the option to:

1. arrange for the **motorcycle** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts and practices appropriate in the New Zealand repair industry, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

If the repairs will put the **motorcycle** in a substantially better condition than before the **accident**, **you** may be required to make an appropriate contribution towards the cost of repairs if **we** ask **you** to.

#### Not repairable

If the **motorcycle** is **uneconomic to repair** in **our** opinion, **we** have the option to:

1. pay **you** the lesser of the **market value** of the **motorcycle** and the **sum insured**, or
2. pay the reasonable cost up to the **sum insured** to replace **your motorcycle** with one which is the same year, make, model and specification, has done the same mileage, and is in the same general condition, or
3. replace the **motorcycle** with a new one, as long as:
  - (a) the **loss** happened within 12-months of **you** buying the **motorcycle** new, and
  - (b) the same model and specification is available in New Zealand.

Whenever **we** take one of these actions, this policy comes to an end and **we** won't refund any premium.

### PARTS UNAVAILABLE IN NEW ZEALAND

If any new parts, **accessories** or tools cannot be bought in New Zealand, **we'll** pay the last known selling or list price in New Zealand plus the reasonable fitting cost.

## REPAIR GUARANTEE

All repairs to the **motorcycle** that are done through **our** approved repairer network are quality guaranteed while **you** own it and it is insured with **us**.

## GOODS AND SERVICES TAX

All amounts in this policy include GST.

## Use of the vehicle

This policy only applies when the **vehicle** is being **used**:

1. for private, domestic, social or pleasure purposes (including community work), or
2. in connection with a business, profession or occupation, including as a courier, as long as **you** told **us** in **your application**.

**You're** not covered when the **vehicle** is being **used**:

1. to practice for, or take part in, any:
  - (a) race (whether organised or not), or
  - (b) rally, or
  - (c) pace-making, reliability trial or speed test, (except where cover is provided under 'Club event' on page 11), or
2. on any racetrack (except where cover is provided under 'Club event' on page 11),

*You're probably wondering why we've used the word 'vehicle' in this section and not 'motorcycle'. This is because we're not only referring to the motorcycle that's shown in the schedule. We're also including any other motorcycle that you don't own, but that's used by you, as long as you have the owner's permission to use it.*

*Please read the definition of 'vehicle' on page 28. It will give you the full meaning of the word.*

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

## Type of cover that applies

### COVER OPTIONS

There are four cover options:

- FC** 1. Full cover
- TPFT** 2. Third Party, Fire & Theft
- FTT** 3. Fire, Theft & Transit
- TPO** 4. Third Party Only

The type of cover that applies to **you** will be shown in **your schedule**.

**You** will note that **we've** used symbols for each cover option. **We've** used these symbols throughout this policy to help **you** know if a benefit applies to **you** or not.

### **FC** Full Cover

If **your schedule** shows 'Type of cover: Full cover', then **you** are fully covered under all benefits under 'What Your Policy Covers' below.

### **TPFT** Third Party, Fire & Theft

If **your schedule** shows 'Type of cover: Third Party, Fire & Theft' then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have limited cover under 'Accidental Loss' as stated below,
2. are fully covered under:
  - (a) 'Personal liability', and
  - (b) 'Protection against uninsured drivers', and
  - (c) 'Road clearing costs', and
  - (d) 'Transport and rescue costs'.

### **FTT** Fire, Theft & Transit

If **your schedule** shows 'Type of cover: Fire, Theft & Transit then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have limited cover under 'Accidental Loss' as stated below, and
2. are fully covered under:
  - (a) 'Transport and rescue costs'.

### **TPO** Third Party Only

If **your schedule** shows 'Type of cover: Third Party Only' then in relation to the benefits under 'What Your Policy Covers' **you**:

1. have no cover under 'Accidental loss', and
2. are fully covered under:
  - (a) 'Personal liability', and
  - (b) 'Protection against uninsured drivers', and
  - (c) 'Road clearing costs'.

## What your policy covers

This section explains what **your** policy does and doesn't cover. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 79 26**.

### ACCIDENTAL LOSS

FC

This section applies if 'Type of cover: Full cover' is shown in **your schedule**.

**You're** covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** and in New Zealand (including transit between places in New Zealand).

TPFT

This section applies if 'Type of cover: Third Party, Fire & Theft' is shown in **your schedule**.

**You're** covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** in New Zealand (including transit between places in New Zealand) caused by:

1. fire, or
2. theft or attempted theft, conversion or attempted conversion, or
3. earthquake, volcanic eruption, hydrothermal activity, or tsunami.

FTT

This section applies if 'Type of cover: Fire, Theft & Transit is shown **your schedule**.

**You're** covered for sudden and **accidental loss** to the **motorcycle** that happens during the **period of cover** and is caused by:

1. fire, or
2. theft or attempted theft, conversion or attempted conversion, or
3. earthquake, volcanic eruption, hydrothermal activity, or tsunami, or
4. storm or flood, or
5. intentional damage,

that happens whilst the **motorcycle** is being towed, transported or stored (but not ridden) within New Zealand.

**TPO**

This section applies if 'Type of cover: Third Party Only' is shown in **your schedule**.

**You're** not covered under this 'Accidental loss' benefit.

### What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC**

### ACCOMMODATION COSTS

**You're** covered for accommodation costs for **you** and any passengers on the **motorcycle**, if the **motorcycle** can't be ridden following a **loss** covered by the 'Accidental loss' benefit of this policy.

### What you'll get

**You're** covered for reasonable costs. The most **we'll** pay is \$350 for any **event**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC**

### CLUB EVENT

Where **we** agree, **you're** covered when **you** are riding the **motorcycle** in a club event licensed by Motorcycle New Zealand Inc.

### What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

A \$750 **excess** applies to this endorsement.

### What isn't covered?

**You're** not covered where the event is part of a series of races sanctioned by Motorcycle New Zealand Inc.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC**

### EXCESS PROTECTION

1. **You** won't pay an **excess** if the driver of another vehicle causes **loss** that is covered by this policy, as long as **you**:
  - (a) give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
  - (b) give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and

- (c) give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.
2. **We** won't deduct the **excess** if the **loss** to the **motorcycle** is from actual or attempted theft or illegal conversion while it was fitted with an activated electronic engine immobiliser approved by **us**.

## **FC** FATAL INJURY

**We'll** pay \$5,000 to **your** or **your** pillion passenger's legal representative if **you** or **your** pillion passenger die as the result of an **injury** sustained during the **period of cover**, and

1. **your** or **your** pillion passenger were **injured** because of a **loss** covered by the 'Accidental loss' benefit of this policy, and
2. the **injury** happened while **you** were riding the **motorcycle**, and
3. **your** death occurs within 90 days of the date of **your injury**.

The 'Other insurance' policy condition on page 25 doesn't apply to this 'Fatal injury' cover.

The **excess** won't apply to this 'Fatal injury' cover.

### What you'll get

The most **we'll** pay is \$5,000 for any fatal **injury event**. This will be additional to any maximum payments stated in this policy. If more than one person is entitled to payment, **we'll** pay proportionately to the number of persons entitled.

### What isn't covered?

**We** will not pay for death resulting from suicide, or any self-inflicted **injury**.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

## **FC** KEYS AND LOCKS

**You're** covered if any of the keys to the **motorcycle** are lost, stolen or believed on reasonable grounds to have been duplicated without **your** permission, during the **period of cover**.

### What you'll get

**We'll** pay the reasonable cost of replacing keys, locks, barrels, coded keypads or coded alarms, up to a maximum of \$1,000, during the **period of cover**.

A \$100 **excess** applies to this 'Keys and locks' cover.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23

## **FC** MAXIRIDER ROADSIDE ASSISTANCE

24 hours a day, 365 days a year.

Phone **0800 807 926**

By purchasing the MaxiRider Motorcycle Policy (Full Cover), **your motorcycle** is eligible for Roadside Assistance. The Roadside Assistance benefit provides **you** with a maximum of three call outs per

year to a maximum value of \$100 (plus GST) per **event**. **You** and any person named on the policy or **schedule** can receive assistance in any of the following situations:

## What you'll get

### Flat battery/jump start

If a battery replacement is required, this can be done in conjunction with the Swann Insurance Authorised Repairer network.

### Lost/locked keys

Unlock the **motorcycle** or if appropriate transport the **motorcycle** to the nearest place of repair.

### Flat tyre

Assistance with changing a spare tyre, inflation and/or transportation of the **motorcycle** to the nearest repairer.

### Out of fuel

Delivery of 5 litres of petrol free of charge.

### Towing (excluding accident)

If the **motorcycle** cannot be mobilised or accessed at the roadside (Public Roads only) Roadside Assistance will arrange for the **motorcycle** to be transported to the nearest repairer or place of secure storage. Storage costs will be the responsibility of the caller.

If at the time of the breakdown the **motorcycle** was towing a trailer or sidecar, this will be transported to the nearest place of safety.

### Accident, theft, vandalism

If the owner's **motorcycle** has been immobilised due to an accident, theft or vandalism, Roadside Assistance will provide advice to the owner. Roadside Assistance can arrange accommodation, taxi, rentals etc at the owner's expense.

### Operator assistance

In the event of a breakdown, accident or medical emergency the operator can relay urgent messages to family, friends or business associates.

### Travel direction

Should **you** become lost or require travel directions the operator can provide help and assistance on how to reach **your** planned destination.

## What isn't covered?

The following exclusions apply to the Roadside Assistance benefit:

- Customers who do not hold a MaxiRider Full Cover policy.
- Any costs incurred over the maximum call out cover of \$100 plus GST.
- Any call outs over the three call out limit, during the Insurance Year.
- Costs relating to parts, labour and any associated costs from the repair of the insured **motorcycle** under the assistance programme, including but not limited to replacement batteries and tyres etc shall be at the owners/riders expense.
- **Motorcycles** used in motorcycle racing, rallies, speed or duration testing or any practice thereof.
- Rental motorcycles, Couriers and Taxis do not qualify for the Roadside Assistance benefit.
- Claims arising from the loss or damage to the contents of the **motorcycle**.
- Claims arising from a recurring electrical or mechanical limit resulting from improper maintenance or servicing where a known fault and repair has been neglected.
- Situations where the **motorcycle** is disabled by floods, snow affected roads, or is not accessible due to adverse conditions.
- **Motorcycles** being bogged in Off Road conditions and not accessible by normal two or four wheel drive recovery vehicles.
- **Motorcycles** located off public roads (other than private residence), not accessible by normal two or four wheel drive recovery vehicles.
- Any situation where **you** are not going to be with **your motorcycle** when Roadside Assistance attends **your** callout.
- **Motorcycles** that have been modified from the standard manufacturer's specifications.
- **Motorcycles** other than those confirmed as covered by the Roadside Assistance programme.
- **Motorcycles** not displaying a current motorcycle registration certificate and warrant of fitness.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23

## FC MEDICAL EXPENSES

**You're** covered for costs incurred because of an **injury** that **you** and any passengers on the **motorcycle**, suffered during a **loss** covered by the 'Accidental loss' benefit of this policy.

## What you'll get

**We'll** pay reasonable costs incurred by **you**, and any passengers of the **motorcycle** for medical, surgical, therapeutic, dental and nursing treatment (including x-rays).

The most **we'll** pay during the **period of cover** is \$500 for any **event** – and **you** won't have to pay an **excess**.

## What isn't covered?

**We** won't pay for any expense that can be claimed from any other source or that results from self-inflicted **injury**.

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

FC

## OPTION TO RETAIN WRECK

**You** may keep the wreck of the **motorcycle** if:

1. the **motorcycle** suffers a **loss** covered by the 'Accidental loss' benefit of this policy on page 10, and
2. **we** decide the **motorcycle** is **uneconomic to repair**.

**We** will agree the value of the wreck with **you** and make allowance for this amount in the settlement of **your** claim.

FC

TPFT

TPO

## PERSONAL LIABILITY

### What does 'personal liability' mean?

*'Liability' is the legal liability that a person has for injury or damage suffered by someone else.*

*For example, if you crash your motorcycle through a fence on someone else's property, you may be held legally liable for the damage to their property.*

#### Your legal liability cover

**You're** covered for **your** legal liability and legal costs and legal expenses arising from:

1. **accidental loss** to anyone else's property (including loss of use), or
2. **accidental loss** to property where the costs are recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977, or
3. **accidental bodily injury** to any person,

occurring during the **period of cover** and caused in connection with **your use** of a **vehicle** in New Zealand (including transit between places in New Zealand).

#### General average

**You're** covered for general average or salvage charges that **you** must legally pay as a result of the **motorcycle** being carried by ship between places in New Zealand during the **period of cover**.

*'General average' is a marine term that describes how the cost of losses will be shared between those persons with property on the ship.*

#### Other people's legal liability

**We'll** cover the legal liability and legal costs and legal expenses of any other **named rider** caused in connection with their **use** of the **motorcycle** in the same way as **we** cover **you**, as long as:

1. the other person had **your** permission to **use** the **motorcycle**, and
2. the other person's liability is not covered by any other insurance, and
3. the other person meets all the same terms of this policy that **you** must meet.

#### Vicarious liability

**We'll** cover **your** employer's vicarious liability while **you**, or any other employee who has **your** permission, **uses** the **motorcycle** for the business of **your** employer, as long as:

1. **your** employer's vicarious liability is not covered by any other insurance, and
2. the other employee **using** the **motorcycle** meets all the same terms of this policy that **you** must meet.

*'Vicarious liability' means that your employer may be held responsible for injury or damage, even if they were not actively involved in the incident.*

## What you'll get

### Property damage payment

**We'll** pay for:

1. liability for **loss** to property, and
2. reasonable legal costs and legal expenses incurred with **our** approval (**we** won't unreasonably withhold **our** approval), and
3. costs awarded against **you** by a Court.

The most **we'll** pay in total for 1, 2 and 3 (above) is \$20,000,000 for any **event** – and **you** won't have to pay an **excess**.

However the most **we** will pay for a claim under 'Your legal liability item 2.' is \$1,000,000 for any **event**.

### Bodily injury payment

**We'll** pay for:

1. liability arising from **bodily injury**, and
2. reasonable legal costs and legal expenses incurred with **our** approval (**we** won't unreasonably withhold **our** approval), and
3. costs awarded against **you** by a Court.

The most **we'll** pay in total for 1, 2 and 3 (above) is \$1,000,000 for any **event** – and **you** won't have to pay an **excess**.

## Amount payable for a claim for bodily injury and property damage

The most **we'll** pay for a claim for property damage and **bodily injury** for any **event** is \$20,000,000.

## Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

## What isn't covered?

1. **You're** not covered for liability for **loss** to any property:
  - (a) owned by **you** or anyone **we** cover and who claims under this policy, or
  - (b) in **your** care or in the care of anyone **we** cover under this policy other than for clothing, personal effects and luggage being carried by and belonging to any passenger on any **vehicle**, or

- (c) being carried by, loaded into, or unloaded from any **vehicle** attached to any **vehicle** other than specified under (b) above.
2. **You're** not covered for liability created by a contract or agreement unless **you** would have been liable even without such contract or agreement.
  3. **You're** not covered for liability in any way connected with any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up) unless the seepage, pollution or contamination happens during the **period of cover** and is caused by a sudden and **accidental event** that also happens during the **period of cover**.
  4. **You're** not covered for punitive or exemplary damage, fines or penalties.

*'Damages' in this context refers to money claimed from you as compensation for harm done, or loss or injury. 'Exemplary damages' is money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.*

See also 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

## **TPFT** **TPO** PROTECTION AGAINST UNINSURED DRIVERS

If **your schedule** shows that **you** have 'Type of cover: Third Party, Fire & Theft' or 'Type of cover: Third Party Only', then **you're** covered for sudden and **accidental loss** to the **motorcycle** during the **period of cover** in New Zealand (and transit between places in New Zealand), that is caused by an uninsured driver of another vehicle, as long as **you**:

1. give **us** enough information to establish that the driver of the other vehicle was completely at fault, and
2. give **us** the correct registration number of the other vehicle or information **we** need to positively identify the driver (including name and address), and
3. give **us** reasonable help to recover **your** claim from the driver of the other vehicle, or from its owner.

*For example:*

*If you're waiting at a red light and a car hits your motorcycle, you can claim under this policy up to \$3,000, but only if that person is not insured and if you can give us all the information and assistance that is listed in 1, 2, and 3 above. If that person is insured then you must claim from their insurance company or from them personally.*

### What you'll get

#### Repairable

If the **motorcycle** is economic to repair in **our** opinion, **we** have the option to:

1. arrange for the **motorcycle** to be repaired as near as possible to the condition it was in before the **loss** happened, using parts and practices appropriate in the New Zealand repair industry, or
2. pay **you** the cost of repairs as estimated by **our** assessor.

#### Not repairable

If the **motorcycle** is **uneconomic to repair** in **our** opinion, **we'll** pay **you** the lesser of the **market value** of the **motorcycle** and the **sum insured** shown in the **schedule** (if it is less than \$3,000).

## Maximum payment

The most **we'll** pay for any **event** is \$3,000 – and **you** won't have to pay the **excess**.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

### **FC** REPLACEMENT MOTORCYCLE

When **you** buy a replacement motorcycle for the **motorcycle**, **we'll** automatically cover **you** for that replacement motorcycle under this policy from the date of purchase, as long as:

1. **you** tell **us** within 30-days of the date of purchase, and
2. the replacement motorcycle's purchase price isn't more than \$50,000, and
3. the replacement motorcycle's purchase price will be the **sum insured**, and
4. **you** pay any additional premium that's required.

## What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

### **FC** **TPFT** RESTRICTED AND EXCLUDED DRIVERS

If **your schedule** shows that:

1. only rider(s) named in the **schedule** are covered under this policy, and/or
2. under 25 year old drivers are excluded under this policy,

**we** won't apply these restrictions to any **loss** resulting from:

- (a) fire or theft, or
- (b) the **motorcycle** being used by:
  - (i) a member or employee of the motor trade, in connection with the repair or servicing of the **motorcycle**, or
  - (ii) a person providing a 'Dial a Driver' or similar commercial service to **you**, or
  - (iii) a person providing a valet parking service to **you**, or
  - (iv) a person in the course of a medical emergency.

## What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC**

## RIDING APPAREL

**You're** covered for sudden and **accidental loss** to **your** and **your** pillion passenger's **riding apparel** that occurs as a result of **loss** covered by the 'Accidental loss' benefit on page 10 of this policy.

### What you'll get

**Riding apparel** is covered for its **present value**.

**We** can choose either:

1. to pay the cost of repairing the **riding apparel** as close as possible to its condition immediately before the **loss** happened, or
2. to pay **you** its **present value**.

The most **we'll** pay for any **event** is:

- (a) \$3,500 in total for **your riding apparel**, and
- (b) \$1,500 in total for **your** pillion passenger's **riding apparel**.

**We'll** pay this in addition to what **we** pay for the **motorcycle**.

**You** won't have to pay an **excess** for this Riding apparel cover.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC****TPFT****TPO**

## ROAD CLEARING COSTS

**You're** covered for costs incurred for removing debris from any road or parking area following a **loss** covered by the 'Accidental loss' benefit of this policy.

### What you'll get

**We'll** pay reasonable costs incurred.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

**FC**

## TEMPORARY REPAIRS

**You're** covered for the cost of temporary repairs to the **motorcycle** that are essential to make it roadworthy, to enable **you** to get to **your** destination or to a repairer, following a **loss** covered by the 'Accidental loss' benefit of this policy.

### What you'll get

**We'll** pay reasonable costs incurred up to \$500 per **event**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

FC

FTT

## TRANSPORTING VEHICLE COVER

This policy is extended to cover sudden and **accidental loss** to **your** motor vehicle and/or **your** trailer during the **period of cover** as long as:

1. **your** motor vehicle and/or **your** trailer were being used to convey the **motorcycle** at the time of that **loss**, and
2. the loss to **your** motor vehicle and/or **your** trailer directly resulted from sudden and **accidental loss** to **your motorcycle** at the same time, and for which a claim is payable under this policy.

The most **we** will pay under this 'Transporting vehicle cover' is \$1,000 for any **event**

FC

TPFT

TPO

## TRANSPORT & RESCUE COSTS

**You're** covered for:

1. transport and rescue costs to remove the **motorcycle** to the nearest repairer or place of security, and
2. transport costs for **you**, and any other passengers on the **motorcycle**, from the place where the **loss** occurred to **your** home or to **your** nearest immediate destination, and
3. transport costs for returning the **motorcycle** to **your** home or to another place **you** and **we** agree after the **motorcycle** has been repaired,

if the **motorcycle** can no longer be ridden following a **loss** covered by the 'Accidental loss' benefit of this policy.

If the **motorcycle** is recovered following theft or conversion, **you're** covered for costs to return the **motorcycle** to the place from where it was stolen or to another place that **you** and **we** agree (such as **your** home).

### What you'll get

**We'll** pay for reasonable costs incurred.

The most **we'll** pay under item 3 is \$500 per **event**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

#### What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

FC

## WINDSHIELD AND GLASS COVER

If a claim is only for sudden and **accidental loss** to the headlight and/or windshield of the **motorcycle**, **you** won't have to pay an **excess** for the first claim **you** make during the **period of cover**.

### What you'll get

See 'What you get if we accept your claim' on page 7 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 21 and 'Policy conditions' on page 23.

## Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections.

Please read it carefully – and if **you** have any questions, call **us** on **0800 80 79 26**.

### ALCOHOL, DRUGS AND OTHER INTOXICATING SUBSTANCES

There's no cover under this policy if the person **using** the **vehicle**:

1. has a breath alcohol or blood alcohol concentration that exceeds the legal limit, or
2. refuses to undergo a breath or blood test after an **accident**, when they must legally do so, or
3. is under the influence of a drug or any other intoxicating substance to such an extent that they are incapable of having proper control of the **vehicle**.

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

### CONFISCATION

**You're** not covered for **loss** connected in any way with the confiscation, nationalisation, requisition, acquisition or destruction of, or damage to property by order of government, public or local authority.

### EXCESS

For each **event**, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your** claim – unless specifically stated otherwise under another part of this policy **you** have multiple **motorcycles** insured under this policy, the **excess** applies individually to each **motorcycle**.

### LOSS OF ELECTRONIC DATA – COMPUTER VIRUS

**You're** not covered for **loss** of **electronic data** and any liability arising from it, directly or indirectly caused by or in connection with a **computer virus**. This includes loss of use, reduced functionality or any other associated **loss** or expense in connection with the **electronic data**.

### MECHANICAL OR ELECTRICAL BREAKDOWN

**You're** not covered for mechanical **loss**, electrical **loss**, or electronic **loss**.

However, this exclusion does not apply:

1. where that **loss** results:
  - (a) in or from a fire, or
  - (b) from a collision, overturning, immersion in water, a flood, intentional damage, theft or conversion, earthquake, volcanic eruption, hydrothermal activity or tsunami.

### MODIFIED VEHICLE

There's no cover under this policy if the **motorcycle** has been **modified**, unless details of all the **modifications** have been given to **us** and **we** have agreed in writing to continue cover.

## NUCLEAR AND WAR RISKS

**You're** not covered for **loss** or liability and any defence costs connected in any way with:

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
  - (a) the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
  - (b) the use, handling or transportation of radioactive material, or
  - (c) the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

## TERRORISM

**You're** not covered for any **loss**, damage, death, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage, injury, illness, liability, cost or expense, or
2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

## TYRE DAMAGE

**You're** not covered for:

1. damage to tyres caused by braking, or
2. punctures, cuts or bursts to **your** tyres.

However, this doesn't apply to punctures, cuts or bursts to **your** tyres that result from:

- (a) fire, or
- (b) collision or overturning, or
- (c) immersion in water, or
- (d) flood, or
- (e) intentional damage, or
- (f) theft or illegal conversion, or
- (g) earthquake, volcanic eruption, hydrothermal activity or tsunami.

## UNLICENSED DRIVERS

There's no cover under this policy if the driver of any **vehicle**:

1. does not comply with all the conditions of his or her driver licence, or
2. is not legally allowed to drive in New Zealand.

This doesn't apply if the driver of the **vehicle** stole or converted it, as long as **you** lay a complaint with the police.

## USE OF THE VEHICLE

**You're** not covered when the **vehicle** is being **used**:

1. to practice for or take part in any race, rally, pace-making, reliability trial or speed test (except where cover is provided under 'Club event' on page 11), or
2. on any racetrack (except where cover is provided under 'Club event' on page 11).

## UNSAFE OR UNROADWORTHY

**You're** not covered if the **vehicle** is being **used** in an unsafe or unroadworthy condition, and:

1. the condition of the **vehicle** contributed to **loss** or liability, and
2. the driver should have been aware of that condition and that the condition could result in damage to the **vehicle**.

## WEAR, TEAR, DEPRECIATION AND LOSS OF USE

**You're** not covered for:

1. depreciation, or
2. wear and tear or rust, or
3. loss of use.

## Policy conditions

**Your** Motorcycle policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you** have any questions phone **us** on **0800 80 79 26**.

### If you don't comply with the policy...

**You** and anyone else covered under this policy, must comply with this policy. If any of the terms of this policy are breached, **we** have the sole discretion to decline any claim **you** make – either the whole claim or part of it.

## YOUR OBLIGATIONS

### True statements and answers

The **application** is the basis of this policy. All statements and answers that **you** give, or any other person gives on **your** behalf, must be honest and accurate when **you**:

1. apply for this insurance, and/or
2. let **us** know about any change in **your** circumstances, and/or
3. make a claim under this policy,

otherwise **we** can:

- (a) decline any claim **you** make under this policy – either the whole claim or part of it, and/or
- (b) declare that this policy or all the policies **you** have with **us** are unenforceable, from the date of the dishonest or fraudulent act.

## Changes in circumstances

**You** must let **us** know straight away if, after the start of this policy, there are any **modifications** to the **motorcycle**, or any material increase or change in the risk **we** cover.

At any time, **we** may change the terms of this policy in response to what **you** tell **us**.

*Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your motorcycle – as soon as you know that the change will happen.*

*If you're not sure if information is 'material', tell us anyway.*

*The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).*

## Reasonable care

**You** must always take reasonable care to avoid circumstances that could result in a claim.

**You** won't be covered if **you** are reckless or grossly irresponsible.

## We can take action in your name

**We** can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered by this policy
2. to make a recovery from anyone else for anything covered by this policy,

and **you** must cooperate with **us**.

**We'll** pay any reasonable legal costs associated with these actions.

## ADMINISTERING THIS POLICY

### Cancellation

#### By you...

**You** can cancel this policy at any time. If **you** do, **we'll** refund any premium due to **you** based on the **period of cover you** haven't used.

**You** must pay **us** any outstanding payments due to **us**.

#### By us...

**We** can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We'll** refund any premium due to **you** based on the **period of cover you** haven't used.

## Changing the terms

**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. The change will take effect from 4pm on the 14th day after the date of the notice.

## If the motorcycle is uneconomic to repair

This policy condition applies to 'Full cover' policies only.

If the **motorcycle** is **uneconomic to repair** and **we've** paid **your** claim:

1. this policy is automatically cancelled, and
2. **we** won't give any refund of premium, and
3. the **motorcycle** will become **our** property (unless **you** have chosen to retain the wreck under the 'Option to retain wreck' benefit on page 15).

*This means that you will need to make new insurance arrangements on any replacement motorcycle.*

## Disputes about this policy

The law of New Zealand applies to this policy, and only the New Zealand courts may determine any dispute about it.

## Currency

Any amounts shown in this policy and in the **schedule** are in New Zealand Dollars.

## Joint insurance

If this policy covers more than one person, all persons are jointly covered.

*This means that if one person breaches the policy it affects everyone's ability to claim.*

## Other insurance

**You** must tell **us** if the **motorcycle** is or becomes covered by another insurance policy. If **you** can claim under that insurance, **we'll** only pay the amount of any **loss** that's above the limit payable by the other insurance. This does not apply to the 'Fatal injury' cover on page 12.

## Other parties with a financial interest

If **we** know of anyone who has a financial interest in the **motorcycle**, **we** can pay them part or all of any claim proceeds. This payment goes towards meeting **our** obligations under the policy. However, anyone recorded as having a financial interest under this policy isn't covered by it and has no right to make a claim.

**We're** also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **motorcycle**.

*For example, if you borrowed money from the bank or finance company to buy the motorcycle, then the bank or finance company has a financial interest in the motorcycle until you have repaid the full loan amount.*

## Definitions

Here are the special meanings of the words shown in bold in this policy. The definitions apply to the plural and any other versions of the words.

*For example, the definition of 'accident' also applies to 'accidental', 'accidentally' and 'accidents'.*

### accessory

a part of the **motorcycle** not directly related to its function as a vehicle, including any:

- accessories that were sold as part of the **motorcycle** when new, and
- other accessories that **we** have agreed in writing to cover.

### accident

unexpected and unintended by **you** and anyone **using** the **vehicle**.

### act of terrorism

an act by any person or group(s) that includes (but isn't limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to make the public, or any section of the public, afraid.

### application

the information **you** provided to **us** when **you** applied for and bought this insurance.

### bodily injury

the **accidental** death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish and mental injury.

### computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or codes, whether programmatic or not, that propagate themselves through a computer system or network. This includes (but isn't limited to) Trojan horses, worms and time or logic bombs.

### electronic data

facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

### event

any one event or series of events arising from one source or original cause.

### excess

this is the amount of the claim that **you** must pay. The amount of the excess is shown in either the **schedule** or this policy wording.

### injury

a bodily injury caused solely and directly by violent, accidental, external and visible means.

### loss

physical loss or physical damage.

### market value

the reasonable cost to buy, immediately before the **loss** and on the retail market, a motorcycle of comparable:

- year,
- make, model and specification (including fitted equipment covered by this policy),
- mileage,
- general condition,

as the **motorcycle** that was damaged, including the value of any fitted equipment under this policy.

### modification

any change to the **motorcycle** that is different to the manufacturer's original specification or recommendations.

*Examples of modifications include:*

- changes to the engine, steering, performance, suspension, chassis, or
- body kits, paintwork, interior modifications, or
- tyres or wheels of the motorcycle.

### motorcycle

the **vehicle** described in the **schedule**, including any:

- standard tool supplied by the **vehicle's** manufacturer or a similar substitute tool, and
- **accessory** or spare part while it is in or on the **vehicle**, and
- **accessory** that has been temporarily removed from the **vehicle** for security purposes, or cleaning or servicing.

### period of cover

the 'Period of cover' shown in the **schedule**.

### present value

the reasonable cost to replace an item in New Zealand that is of comparable age, quality and capability, and is in the same general condition.

riding apparel

helmets, gloves, boots and clothing or protective gear worn specifically for riding **your motorcycle**.

schedule

the latest version of **your** 'Policy Schedule' that **we** issued to **you** for this policy.

uneconomic to repair

a total **loss** because the **motorcycle** is:

- uneconomic or unsafe to repair in **our** opinion, or
- stolen and not recovered.

use

includes riding, parking, garaging or storing of the **motorcycle**.

vehicle

- the **motorcycle** when it is **used** by **you** or anyone else with **your** permission, and
- any other motorcycle that **you** don't own, that is **used** by **you**, as long as **you** have the owner's permission to **use** it and **your** liability is not covered by any other insurance.

we

Swann Insurance, a business division of IAG New Zealand Limited.

you

the person(s) or entity shown as the 'Insured' in the **schedule**.

## Frequently asked questions

You'll probably have a few questions to ask us once you have read your policy. We've added a few frequently asked questions that may help you.

Note this section is designed to assist you with possible questions and does not form part of the policy document.

If you can't find your question here, or you want more information, just ring us on **0800 80 79 26**, we'll be happy to help.

What are assessors, and what do they do?

They help us get the information we need about your claim.

*For example:*

*We may ask an assessor to view the damage to your motorcycle. The assessor will provide us with a report on the extent of the damage, if repairs are possible and estimate the overall cost of the claim.*

### Why do you want to know things that I think are private?

We need certain information to decide whether we'll accept your application for insurance. We also use the information to set your premium and excess.

We treat all the information you give us in accordance with the Privacy Act 1993. You can read more about this in 'Keeping us informed' on page 3.

### What happens if I don't give you all the information you ask for?

If we accept your application and the information you've given us is inaccurate or incomplete, your policy may not be valid. You can read more about this in 'Keeping us informed' on page 3.

### Will my premium increase if I make a claim?

Your premium won't always increase when you make a claim. However, every claim is different, so we will give you more information on this when you ring us.

### Now I have insurance, I'm covered for every event – right?

While you're covered for many of life's unexpected events, we don't cover everything. You can find out what your policy doesn't cover in 'Exclusions that apply to the whole policy' on page 21 and 'What your policy covers' on page 10. You must also comply with the 'Policy conditions' on page 23.

### I have friends visiting me for a few weeks. Will they be covered if they ride my motorcycle?

Please ring us first to make sure that your friends will be covered. We must be given the opportunity to ask certain questions. This will help us decide if we are prepared to cover the motorcycle while they are riding it. They won't be covered if you don't talk to us first.

### Do I have to pay an excess for every claim?

You'll pay an excess for most claims.

We'll do our best to recover your excess from any other person responsible for your loss, but sometimes we are unsuccessful, or the circumstances don't allow us to recover any money.



## **Swann Insurance**

A business division of IAG New Zealand Ltd. has relationships with agents who issue our policies

IAG New Zealand Ltd pays remuneration to agents when they issue our policies and when these policies are renewed or varied.

**T** 0800 807 926 **F** (09) 302 0805

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