Motorcycle Insurance
Policy document
WELCOME TO HIGHWAY

Thank you for choosing to purchase a Highway Insurance policy.

Highway Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK’s largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about Highway please visit our website at: www.highway-insurance.co.uk
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IMPORTANT INFORMATION

Please read this policy, the schedule (including any endorsements) and the certificate of motor insurance very carefully. Together with the information you gave us in the proposal form or statement of fact, and the declarations that you have made, they form the contract of motor insurance. You should pay particular attention to the general exclusions, the general conditions and any endorsements which apply.

The words that appear in bold throughout this policy are defined on pages eight, nine and ten and have the same meaning wherever they appear.

Please tell your insurance adviser immediately if you have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

Data Protection Notice

How we use your personal information

This information explains how we may use your details and tells you about the systems we use that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums down.

The way in which we may use your personal data is controlled by the requirements of the Data Protection Act 1998. Highway Insurance Company Limited is registered for the purpose of processing personal data.

Information provided to us may be held, whether or not you purchase a policy, on computer, paper file or other format. We will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

Subject to payment of a fee, you can ask for a copy of the personal information we hold about you by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to www.LV.com

The information (some of which may be sensitive data) may be used to process and administer your insurance by us and our agents (eg service providers both within and outside the European Economic area with which we have agreements). It may also be used or disclosed to regulators for the purposes
of monitoring and enforcing our compliance with any regulation. Occasionally, your personal information may be disclosed to selected third parties who are assisting us in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, quality control and training purposes.

If credit or debit card details are provided to us we may use this information to automatically renew your insurance policies. We will only do this where we have your permission.

If your details have been obtained through one of our affinity associations we may pass some of your information, including policy details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If you move to a new insurer we may confirm certain details about your insurance to them. We will only do this if we are sure it’s a genuine request.

If we receive a request for policy information by an individual other than the policy holder we will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

**Credit Search**

We use information obtained from a number of sources including credit reference agencies. This helps us to confirm your identity, allows us to give you a quote and decide which payment options we can offer you, for example, paying monthly.

You will see a record of this search if you request a Credit Report. No other organisation who may conduct credit searches will be able to see it.

The search won’t affect your credit record or credit rating in any way.
IMPORTANT INFORMATION CONTINUED

Previous claims and incidents
You must tell us about any claim or incident (such as fire, water damage, theft or an accident) whether or not you claimed for them. When you tell us about a claim or incident we will pass information about it to various databases. We may search these databases:

- when you apply for insurance
- if you have a claim
- at renewal

We will do this to validate your claims history or that of any other person or property likely to be involved in the insurance or claim.

Fraud prevention and detection
We will check your information against a range of registers and anti fraud databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact us at GFC, LV=, County Gates, Bournemouth, BH1 2NF if you want to receive details of the registers and fraud prevention agencies.
IMPORTANT INFORMATION CONTINUED

Motor Insurance Database

We will add details about your insurance policy to the Motor Insurance Database (‘MID’) which is managed by the Motor Insurers’ Bureau (‘MIB’). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If you are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It’s vital that the MID holds your correct registration number. If not you risk the Police seizing your vehicle. You can check that your correct registration number is shown on the MID at www.askmid.com
How To Make A Complaint

If you have a complaint about your policy or the service you have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should you be unhappy with the service provided by Highway please contact us by phone on 0800 028 9822 (For TextDirect please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If you prefer to write, please address your letter to The Customer Care Department, LV= Brentwood, PO Box 9104, Frizzell House, County Gates, Bournemouth, BH1 9DB Email: customercare@highway-insurance.co.uk. When contacting us please ensure you quote your policy or claim number as appropriate. A copy of our internal complaints procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is:
Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)
Email complaint.info@financial-ombudsman.org.uk.
Website at www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action.

Financial Services Compensation Scheme

What happens if we are unable to meet our liabilities?

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone 0207 741 4100 or e-mail, enquiries@fscs.org.uk.
DEFINITION OF TERMS AND WORDS

Definitions
The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this policy.

Certificate of Motor Insurance – Legal evidence of your insurance. It is one part of the contract of motor insurance. It shows the motorcycles we are insuring, who may drive the insured motorcycle (where ‘any authorised driver’ is stated, refer to the schedule for restrictions), what it may be used for and the period of insurance.

Contract of Motor Insurance – The policy, the schedule (including endorsements), the certificate of motor insurance, the information you gave us in the proposal form or statement of fact and declarations that you have made, all form the contract of motor insurance.

Endorsements – Something which alters your insurance cover. Your cover will be affected by any endorsement that is shown on the schedule. (Such endorsements may add exclusions to the cover or require you to take action such as fitting approved security.) More than one endorsement may apply. If you do not comply with any endorsements, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

Excess – The amount you have to pay towards each claim you make under this contract of motor insurance. There may be more than one excess, part of which may be voluntary (where you have chosen to take an excess to receive a discount on your premium). The amount of the excess is shown on the schedule.

Family or Household – Any member of the policyholder’s family, or any other person, who is a permanent or temporary resident at the policyholder’s address.

General Conditions – These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled.

General Exclusions – These describe the things that are not covered by the contract of motor insurance. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.
DEFINITION OF TERMS AND WORDS CONTINUED

**Geographical Limits** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 4 explains the cover that applies when driving abroad.

**Highway Insurance** – The trading name of Highway Insurance Company Limited.

**Highway Insurance Company Limited** – An insurance company, part of the Liverpool Victoria group of companies, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Insured Motorcycle** – The motorcycle(s) shown on the current schedule and certificate of motor insurance.

**Insurance Adviser** – The person or company you purchased this insurance from.

**Market Value** – The cost at the date of the accident or loss of replacing the insured motorcycle, if possible, with one of a similar make, model, age, condition and mileage. We will usually ask an engineer to give us advice about the market value of the insured motorcycle, refer to guides of vehicle values and any other relevant sources. In assessing the market value, you should consider the amount that could reasonably have been obtained for the insured motorcycle if you had sold it immediately before the accident, loss or theft.

**Period of Insurance** – The length of time covered by this contract of motor insurance, as shown on the current schedule and certificate of motor insurance.

**Policy** – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the contract of motor insurance.

**Proposal Form or Statement of Fact** – The documents filled in by you, or on your behalf by an insurance adviser, or someone else, and all other information you gave and declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this contract of motor insurance. If you do not give us the full information requested at the start, and tell us about changes, this contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

**Schedule** – Forms part of the contract of motor insurance and confirms details of you, the insured motorcycle(s) and the cover which applies. It is one part of the contract of motor insurance.
DEFINITION OF TERMS AND WORDS CONTINUED

**Standard Accessories** – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the insured motorcycle, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.

**We, our, us** – Highway Insurance Company Limited trading as Highway Insurance.

**You, your** – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.
CONTRACT OF MOTOR INSURANCE

Motorcycle
This policy, the schedule, the certificate of motor insurance, information you gave us in the proposal form or statement of fact and declarations that you have made, form a legally binding contract of motor insurance between you and Highway Insurance Company Limited, trading as Highway Insurance. This contract of motor insurance is a contract personal to you and you cannot transfer it to anyone else.

We agree to insure you under the terms of this contract of motor insurance against any liability, loss or damage that occurs within the geographical limits during the period of insurance for which you have paid, or agree to pay, the premium.

You must read this policy, the schedule and the certificate of motor insurance together. The schedule tells you which sections of the policy apply and identifies any endorsements. Please check all three documents carefully to make sure that they give you the cover you want and that you comply with all the relevant terms and conditions, including any endorsements.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

Unless we agree with you to apply the laws of another country, English Law will apply to this contract (unless you live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

Your Cover
The current schedule shows what you are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5 and 6 apply.
- Third Party Fire and Theft – Sections 1, 2, 4 and 5 apply.
- Third Party Only – Sections 1, 4 and 5 apply.
- Fire and Theft Only – Section 2 only.
CONTRACT OF MOTOR INSURANCE CONTINUED

Use
This contract of motor insurance only covers you if you use the insured motorcycle in the way described in your certificate of motor insurance (under ‘Limitations as to Use’) and any endorsements.

Cooling-off Cancellation Right
We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy or from the start date of your policy, whichever is latest, without giving any reason. You may cancel using this ‘cooling-off’ period by telling us, or your insurance adviser, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you do cancel in the first 14 days using the ‘cooling-off’ cancellation condition, we will charge you pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the policy is cancelled, unless we are required to make a total loss payment under the policy, under which circumstances a refund of the premium is not payable.

Cancelling your Policy (Outside the Cooling-off Cancellation Right)
You may cancel this contract of motor insurance at any time by telling us, or your insurance adviser, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If you or someone else has not made a claim in the current period of insurance, we will refund part of your premium. We will work out the refund on a pro-rata basis. If a refund is paid and the policy is in its first year, a premium charge of £25 + Insurance Premium Tax to cover our administration costs will be deducted from the refund.

We will not refund any of your premium if the contract of motor insurance is cancelled following a claim whether settled or not.

We, or our authorised agent, may cancel this contract of motor insurance by giving you seven days’ notice in writing to your last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- if you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- if you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
if a change in your circumstances means we can no longer provide cover;

where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled;

you do not provide us or your insurance adviser with any requested documents.

The insurance will end immediately the seven days’ notice runs out. If you have just taken out the policy or renewed it with us and the premium is unpaid, we will cancel your insurance from the start/renewal date.

We will refund the balance of your premium that applies to the remaining period of insurance unless fraud has been identified.

If a refund is paid and the policy is in its first year, a premium charge of £25 + Insurance Premium Tax to cover our administration costs will be deducted from the refund.

If you or someone else has made a claim, we will cancel your cover but may not refund any premium. If you are paying by instalments, you must still pay the balance of the full annual premium.

If you produce a cancelled certificate of motor insurance to any person with the intention of deceiving that person into accepting it as genuine, you may be prosecuted.

Changes to your details

You must tell your insurance adviser as soon as possible if any of the details on your proposal form or statement of fact change including:

- Changes made to your motorcycle which improve its value, appearance, performance or handling.

- Changing your motorcycle.

- Changes in the way your motorcycle is used.

- Change of address or where you keep your motorcycle.

- Change of occupation, including part time work.

- Change in the main user of the motorcycle.
Details of any medical conditions for any person who may ride the motorcycle.

Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may ride the motorcycle.

Details of any criminal convictions for any person who may ride the motorcycle.

Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may ride the motorcycle.

This is not a full list and you should contact your insurance adviser for advice if you are not sure whether a change will affect your cover.

When you advise us of any permanent or temporary changes to your policy during the period of insurance which we agree to, or if you request duplicate documents, a premium adjustment charge of £10 + Insurance Premium Tax will be made in addition to any other change in premium to cover our administration costs. This charge is in addition to any administration fees charged by your insurance adviser.

If your change of circumstances means that we can no longer provide cover, we or our authorised agent will give you notice of cancellation, see Cancelling your Policy (Outside the Cooling-off Cancellation Right).

If you do not tell your insurance adviser of a change we will be entitled to do one or both of the following:

- reject or reduce payment of your claim.
- Cancel the policy and/or treat it as though it never existed.
Additional Information – The following does not form part of the Contract of Motor Insurance

Motorcycle Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure your steering lock is on when you leave your motorcycle and use a steering wheel lock.*
- Don’t make life easier for thieves, always remove the keys from your bike. Not to do so may invalidate your insurance.
- Remove any entertainment equipment if you can.
- Always park your vehicle in a secure location, in your own garage or a secure public garage if possible.
- Always lock your vehicle and activate any alarm &/or immobiliser when you leave it.

You can obtain further information from your local Crime Prevention Officer at your local Police station, or visit: http://www.secureyourmotor.gov.uk/

* We recommend you install security devices such as alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: http://www.thatcham.org/
SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

What is covered

We will insure you against everything you legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while you are riding, or in charge of the insured motorcycle, if you kill or injure other people. We will also insure you for your legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000.

What is not covered

- Loss or damage to the insured motorcycle.
- Any amount above £20,000,000 for damage to other people’s property (including any related indirect loss), and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) you or your passenger.
- Death or injury to the person riding or in charge of the insured motorcycle.
- If your current certificate of motor insurance states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Riding other motorcycles – What is covered

If your certificate of motor insurance says so, we will insure you to ride any private motorcycle that you do not own and have not hired under a hire-purchase or leasing agreement.

Riding other motorcycles – What is not covered

- Legal liability unless your certificate of motor insurance states that you are covered to ride other motorcycles.
- Any loss or damage to the private motorcycle you are riding.
- Riding without the owner’s permission.
- Use of a private motorcycle outside the geographical limits.
SECTION 1 LIABILITY TO OTHERS:
THIRD PARTY COVER CONTINUED

- Legal liability which is covered by any other insurance you have to ride the other motorcycle or when you no longer have possession of the insured motorcycle or it has been damaged so much that it is not worth repairing or has been stolen and you have not got it back.

- Loss or damage to any property belonging to (or in the care of) any rider or passenger who is making a claim under this Section.

- Death or injury to the person riding or in charge of the other motorcycle.

- Use to secure the release of any other private motorcycle which has been seized or confiscated by or on behalf of any government or public authority.

- Use of a private motorcycle unless there is a current and valid policy of insurance in force for the vehicle being ridden under this Section.

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person you allow to use the insured motorcycle as long as your current certificate of motor insurance says they can and they are not excluded from riding by an endorsement shown in the schedule.

- Any person (other than the person riding) being carried on, or getting onto or off of, the insured motorcycle or any person who causes an accident while they are traveling on, or getting onto or off of, the insured motorcycle.

- Your employer or business partner (but only if your current certificate of motor insurance states that business use is allowed).

- If anyone covered by this contract of motor insurance dies, we will cover their legal representative to deal with any claims made against that person’s estate.
SECTIbON 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Insuring others – What is not covered

- Legal liability if your current certificate of motor insurance does not cover the person using the insured motorcycle or if the person using the insured motorcycle is excluded from riding or using the insured motorcycle as a result of the general exclusions, general conditions and endorsements.

- Legal liability if the insured motorcycle is being used for business and your current certificate of motor insurance does not state that business use is allowed.

- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by you or on your behalf.

Costs of Legal Representation – What is covered

Following a claim under this contract of motor insurance, we will pay the reasonable legal costs and expenses relating to.

- solicitors’ fees for representing anyone we insure at a coroner’s inquest, fatal accident inquiry or court summary of jurisdiction; and

- the defence of anyone we insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- the level of experience required of the legal representative taking into account the nature of the case.

- the level of costs charged by the legal representative.

- whether legal representation for a defence of prosecution is likely to affect the outcome.

We may, at any time, stop paying the legal costs and expenses.
SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Costs of Legal Representation – What is not covered
- Any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this contract of motor insurance.
- Any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the general exclusions, general conditions and endorsements.

Emergency Medical Treatment – What is covered
We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the insured motorcycle. We must, by law, provide this cover.

If this is the only payment we make, your No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered
- Any amount that is more than the compulsory fee.
SECTION 2 FIRE AND THEFT

What is covered

We will cover you for loss or damage to the insured motorcycle that is caused by fire, lightning, explosion, theft or attempted theft. This includes standard accessories fitted on it and side car (as long as it is attached and we have been told about it).

What is not covered

- Any motorcycle which is not the insured motorcycle and any loss or damage if you do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for you not being able to use the insured motorcycle, any delay where we have to get new parts or accessories or they are unavailable, or the value of the insured motorcycle reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the insured motorcycle, (see ‘Care of the Motorcycle’ under the general conditions), or if it has been left unlocked and/or with the keys or other ignition control device left in, on or in the immediate proximity of the vehicle.
- Loss or damage from repossessing the insured motorcycle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring or someone taking the insured motorcycle by fraud, trickery or deception.
- Loss or damage arising to a sidecar or accessories unless they are properly attached to the motorcycle by equipment manufactured for this purpose.
- Loss or damage arising from the insured motorcycle being taken or ridden by a person who is not an insured rider but is a member of the policyholder’s family or household, or being taken or ridden by an employee or ex-employee, unless you report the person to the police for taking your motorcycle without your consent.
- Loss or damage caused deliberately by you or any person riding the insured motorcycle with your permission.
SECTION 2 FIRE AND THEFT CONTINUED

- Any additional damage resulting from the **insured motorcycle** being moved by **you**, or any person riding the **insured motorcycle** with **your** permission, after an accident, fire or theft.

- Audio or entertainment equipment.

- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.

- Personal belongings including helmets, leathers, gloves, clothing or footwear.

- Keys, remote control or security devices (whether lost or stolen).

- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.

- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.

- Any accessories, whether permanently fitted or not, that are not **standard accessories**.

- Any loss or damage caused by failure to maintain the **insured motorcycle** and safeguard it from such loss or damage.

- Any loss or damage from the **insured motorcycle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.
SECTION 3 ACCIDENTAL DAMAGE

What is covered
We will cover you for loss or damage to the insured motorcycle. This includes standard accessories on it and side car (as long as it is attached and we have been told about it).

What is not covered
Any loss or damage described in ‘what is not covered’ under the Fire and Theft section of this policy. We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost or freezing.
- Loss or damage arising from the insured motorcycle being filled with the wrong fuel.
- Any accessories, whether permanently fitted or not, that are not standard accessories.

New Motorcycle Replacement
If, within six months of you buying the insured motorcycle from new and you were the first registered owner, it is:

- stolen and not recovered, or
- damaged so that repairs will cost more than 60% of the manufacturer’s price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the insured motorcycle with a new one of the same make, model and specification.

If a replacement motorcycle of the same make, model and specification is not available we will, where possible, provide a similar motorcycle of identical list price.
SECTION 3 ACCIDENTAL DAMAGE CONTINUED

New motorcycle replacement does not apply if:

- **You**, or anyone we know has an interest in the **insured motorcycle** does not agree.

- The **insured motorcycle** is more than six months old at the time of the loss or damage.

- **You** were not the first registered owner of the **insured motorcycle**.

- **You** did not buy the motorcycle from new.

- The repairs cost less than 60% of the manufacturer’s price list (including taxes and the cost of accessories).

- **You** wish to have the claim settled on a cash basis when the most we will pay is the **market value** of the **insured motorcycle** and its **standard accessories** at the time of the loss or damage.

**We** are not liable for the consequences of any delay in getting the replacement motorcycle.
SECTION 4 DRIVING ABROAD

Minimum Insurance – What is covered
We provide the minimum cover that applies to the country concerned to allow you to use the insured motorcycle covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland.

The minimum cover automatically provided by this contract of motor insurance may vary from country to country.

Minimum Insurance – What is not covered

- Damage to the insured motorcycle.
- Customs and Excise duty.

Cover in addition to Minimum Insurance – What is covered

We will extend your cover to apply to:

- Any country which is a member of the European Union, Andorra, Iceland, Norway and Switzerland.

- While the insured motorcycle is being transported by rail, sea or air between countries which you have cover for. If you are travelling by sea it must be by a recognised sea route and the journey should not take longer than 65 hours.

- For up to a quarter of the period of insurance as long as:
  a) The insured motorcycle is taxed and registered within the geographical limits, and
  b) Your main permanent home is within the geographical limits and your visit abroad is only temporary.
SECTION 4 DRIVING ABROAD CONTINUED

Cover in addition to Minimum Insurance – What is not covered

- Riding other motorcycles (see Section 1) even if stated on the certificate of motor insurance.
- Customs or Excise Duties.
- Use for more than a quarter of the period of insurance.
- Loss or damage in any country which is not a member of the European Union, Andorra, Iceland, Norway or Switzerland.
- The insured motorcycle, unless it is being used for purposes described in the certificate of motor insurance.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad

The following does not form part of your contract of motor insurance.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless you fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.
SECTION 5 NO CLAIMS DISCOUNT

If this is a yearly contract, and you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, we will give a discount from your renewal premium.

You cannot transfer your No Claims Discount to anyone else.

We will reduce or remove your No Claims Discount, in accordance with the scale below, if we make any payment whatsoever, even if the accident is not your fault, unless we get the money back from someone else. We may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If we recover all our money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

<table>
<thead>
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<th>Current NCD (Years)</th>
<th>After 1 Claim (Years)</th>
<th>After 2 Claims (Years)</th>
<th>After 3+ Claims (Years)</th>
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<tr>
<td>5+</td>
<td>3</td>
<td>1</td>
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</tbody>
</table>

If you have a protected No Claims Discount (shown on the schedule) we will not reduce the Discount if you do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while you are insured by us and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.
SECTION 6 LOCK REPLACEMENT –
LOST OR STOLEN KEY COVER

What is covered

We will pay up to a maximum of £400 towards the cost of any necessary replacement of the keys and locks for the insured motorcycle if the keys are lost or stolen, provided that we are satisfied that any person who may have the keys knows the identity or location of your insured motorcycle, and care is taken to safeguard the keys from loss.

What is not covered

Any amount in excess of £400.
CLAIMS HANDLING

We aim to provide you with the best claims service that we can. If you use the services we have put in place to achieve this, we can provide a better service than when the claim is outside our control.

There are some important points that you should be aware of if you are involved in an accident or your motorcycle is stolen.

**Accident**
- You must STOP at the scene of the accident, do not ride away until you have exchanged details with the other party involved.
- Give your name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information you can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and you did not give your details at the scene, report the incident to the police within 24 hours.

**Theft**
- Report the theft to the police immediately and take a note of the officer’s name, number, constabulary and crime reference number.
- If you know where the motorcycle is after its theft, make sure that it is safe and secure.
CLAIMS HANDLING CONTINUED

Claims Procedure
If any accident, injury, loss or damage occurs you, or your legal representative, must do the following:

Inform us by calling our Contact Centre (UK) on 0800 028 9655 as soon as is reasonably possible.

- Send us, unanswered, every letter you receive about a claim as soon as possible.
- Tell us, as soon as you know, about any prosecution, coroner’s inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without our written permission.
- Give any information, help and co-operation we need, including going to court if necessary.

We may do the following
- Take over, defend or settle any claims in your name, or that of any other person insured.
- Take action (which we will pay for) in your name, or that of any other person insured, to get back any money we have paid.
CLAIMS HANDLING CONTINUED

Handling Your Claim
(See Sections 2, 3 and 6)

We will do the following:
- Get an agent to take the **insured motorcycle** to the nearest Approved Repairer or another safe place if **you** cannot ride it.
- Refer **you** to a Approved Repairer. **You** can take the motorcycle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the motorcycle to a Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- Treat the **insured motorcycle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

You must do the following:
- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured motorcycle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured motorcycle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.
Paying Your Claim
(See Sections 2, 3 and 6)

We will do the following:

- Pay the reasonable cost of protecting the insured motorcycle.
- Pay for the insured motorcycle to be brought back to the address shown on the schedule. (We will not pay the cost of any transport outside the geographical limits unless we agree to do so first.)
- Entirely at our discretion and subject to payment of the policy excess, arrange to:
  a) repair the damage at our Approved Repairer, we may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of your choice subject to the provision of satisfactory estimates,
  b) pay you the cost of replacing or repairing the damaged parts, including their fitting, or
  c) treat the insured motorcycle as a total loss and pay you the market value of the vehicle less the excess just before the loss or damage happened. Once you accept our offer or we have paid the claim (or both), this contract of motor insurance ends and the insured motorcycle becomes our property, unless we agree otherwise.
- Pay the last known cost shown in the manufacturer’s price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the motorcycle in a better condition than before the loss or damage (you will pay part of the cost of the repair or replacement).
- Not refund any premium if the insured motorcycle is written off or there is any claim.
- Settle the claim to the legal owner, up to the market value, if the insured motorcycle is part of a hire-purchase or leasing agreement, or belongs to someone else.
 CLAIMS HANDLING CONTINUED

- We will not pay the VAT element of any claim if you are registered for VAT.
- If we declare the insured motorcycle a total loss (write off), you must pay whatever you owe us before we will pay your claim, or we may take what you owe us from anything we pay you.

You must do the following:

- Pay any excess direct to the repairer when you collect your motorcycle.
- Pay the VAT direct to the repairer when you collect your motorcycle if you are registered for VAT.
- Reimburse us any amount paid to any repairer in respect of a claim under the contract of motor insurance in relation to the VAT element of the total cost, if you are registered for VAT.
GENERAL EXCLUSIONS

These general exclusions apply to the whole of this contract of motor insurance and describe the things which are not covered. These apply as well as the exclusions shown under ‘What is not covered’ in each of the Sections detailing the cover provided.

This contract of motor insurance does not cover claims arising from any of the following.

1. Any accident, injury, loss or damage that happens while the insured motorcycle is being:

   - used for a purpose which it is not insured for.
   - Ridden or in the charge of anyone who is not described in the certificate of motor insurance as a person entitled to ride or who is excluded from riding by any endorsements or covered by another insurance.
   - Ridden or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
   - Ridden or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
   - Ridden or in the charge of anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy.
   - Kept or used in an unsafe or unroadworthy condition. (You may be asked to provide details to show the insured motorcycle was regularly maintained and kept in good condition.)
   - Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
   - Kept or used in any way that breaks any security requirements imposed by an endorsement.
   - Used to carry passengers or goods in a way likely to affect the safe riding and control of the motorcycle.
   - Used in or on restricted areas of airports, airfields or military bases.
GENERAL EXCLUSIONS CONTINUED

2 Any liability that you have agreed to accept unless you would have had that liability anyway.

3 Anyone who does not meet all the conditions described in the endorsements on your schedule and all the general conditions in this policy and any other condition of this policy.

4 Any use connected with the motor trade, unless this use is described in the certificate of motor insurance (under Limitations as to Use).

5 Hiring out the insured motorcycle for money. (You can accept money from passengers if you give them a lift so long as you do not make a profit, you are not carrying them as part of a business or in the course of your employment.)

6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

7 The insured motorcycle being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.

8 Any accident, injury, loss or damage caused directly or indirectly by:
   ■ War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
   ■ Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
   ■ earthquake.
   ■ ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
   ■ the radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
   ■ any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
   ■ pressure waves caused by aircraft and other flying objects.
   ■ carrying any dangerous substances or goods.
GENERAL EXCLUSIONS CONTINUED

9 Any liability, loss or damage that happens outside the geographical limits (apart from the cover detailed in Section 4 – Driving Abroad).

10 Any proceedings brought against you outside the geographical limits, unless they result from using the insured motorcycle in a country which we have agreed to extend this insurance to cover (see Section 4 – Driving Abroad).

11 Any liability, injury, loss or damage caused directly or indirectly by:
   ■ pollution.
   ■ contamination.

   unless the pollution or contamination is directly caused by one incident at a specific time and place during the period of insurance and is:
   ■ sudden.
   ■ identifiable.
   ■ not deliberate.
   ■ unexpected.

We will consider the pollution to have happened at the time the incident took place.

12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person riding the insured motorcycle.
GENERAL CONDITIONS

The following general conditions apply to the whole of this contract of motor insurance. These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the contract of motor insurance is cancelled. If you do not meet the terms and conditions of this contract of motor insurance, it could make the cover invalid or mean we may refuse to pay your claim.

Keeping to the Policy Terms

Your premium is based on the information you gave us when your cover started and when you renew it. If any of the details on your proposal form or statement of fact change, you must tell us as soon as possible. If you are not sure whether you need to tell us about certain facts, you should give us the information anyway, or contact your insurance adviser for advice. You should keep a record of the information you give in relation to this contract of motor insurance. If you did not or do not give full and accurate information, this contract of motor insurance may be invalid and we may refuse to deal with any claim you might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this contract of motor insurance; and
- all the information you have supplied is correct and complete to the best of your knowledge and belief.

Misrepresentation

If you or anyone representing you:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us with false documents
- Makes a fraudulent payment by bank account and/or card;
GENERAL CONDITIONS CONTINUED

We may:

- Agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- Reject a claim or reduce the amount of payment we make;
- Cancel or void your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by you.
- Recover from you any costs we have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If you or anyone representing you:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment we make;
- Cancel your policy from the date of the fraudulent act and not return any premium paid;
- Recover from you any costs we have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.
Right of Recovery
If the law of any country which this contract of motor insurance covers requires us to make payments which, but for that law, we would not otherwise have paid, you must repay the amount to us.

If any claims or other monies are paid to you by mistake for any reason, or a claim has been paid which we later find to be fraudulent, false or exaggerated, you must repay the amount paid to us.

If we have refunded any premium following cancellation, we can take any money you owe us from any payment we make.

Care of the Motorcycle
The insured motorcycle must be covered by a valid Department of Transport Test (MoT) Certificate if you need one by law.

You, or any person riding the insured motorcycle with your permission, must take care to avoid loss of or damage to the insured motorcycle. For example, removing it to a safe place as soon as possible if it breaks down. You, or any person riding the insured motorcycle with your permission, should also take care of the keys to the insured motorcycle to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the insured motorcycle is left at any time whatsoever (regardless of whether the motorcycle is still within your sight) and always make sure the steering lock is on. You should keep the insured motorcycle in a locked garage if you have one and comply with any garaging requirements imposed by endorsement. Endorsements may apply to your cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, we will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted.

These devices must always be on and working whenever the insured motorcycle is left.

If you, or any person riding the insured motorcycle with your permission, do not take care of the insured motorcycle and/or fail to comply with any security requirements, this contract of motor insurance may no longer be valid and we may not pay any claim.
GENERAL CONDITIONS CONTINUED

You or any other person covered by this insurance must do the following:

- Protect the **insured motorcycle** from loss or damage.

- Keep the **insured motorcycle** in a roadworthy condition. (**You** may be asked to provide details to show the **insured motorcycle** was regularly maintained and kept in good condition.)

- Not move or ride the **insured motorcycle** in a way likely to affect safe riding or control or in a way which could cause loss or damage to it.

- Not move or ride the **insured motorcycle** after an accident, fire or theft if to do so may cause additional damage.

- Allow **us** access to examine the **insured motorcycle**.

Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.
To make a claim, call us on 0800 028 9655