

To report a claim, call



0344 381 4410



INSURANCE

0344 381 4465

Lines are open 24/7 all year round

UK manned call centre.

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

Failing to report an accident, claim or incident could result in charges or expenses that you would be personally liable for and could also result in your insurance being invalid.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- Arranging a hire motorcycle
- Compensation for injury
- Recovery of other losses, such as loss of earnings

Reporting Fraudulent Claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report.

BIKESURE
CLAIMS LINE
0844 888 8775

moorhouse *broker*

Moorhouse Bike
Policy Booklet



Claims Line
0800 678999



How to make a claim

If your motorcycle is damaged, please do whatever you can to protect the motorcycle and its accessories.

If your motorcycle is stolen, please report this to the Police, and obtain a crime reference number.

To report a claim, simply phone the number below. Please try to have your policy number ready. This will be shown on your Policy Schedule and Certificate of Insurance, and will enable your records to be found quickly.

Your claim will be handled by a firm of Claim Advisors who will assist you on behalf of your insurers. Telephone calls may be recorded and/or monitored. If you call them during office hours:

- The Claims Advisor will record details of the incident, and will confirm all the steps involved in the process of making a claim.
- If the incident is covered, the Claims Advisor will be able to advise you regarding the recovery of your motorcycle.
- You will be asked to give the Claims Advisor a full description of the damage. You will then be sent a completed claim form. Please check this, add any relevant information, sign and return by freepost.

If you call outside office hours, the Claims Helpline will take details and arrange for your claim to be progressed as quickly as possible.

If your incident is not covered, the Claims Advisor will still endeavour to assist you wherever possible.

Claims Line 0800 678 999

Your Motorcycle Policy is arranged by

Moorhouse Xbroker
2 - 3 Sir Alfred Owen Way
CF83 3HU



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Definitions

The following words or phrases have the same meaning whenever they appear **Accessories** (a) equipment permanently fitted to the **motorcycle** except any audio or communication or performance enhancing devices (b) manufacturer's tool kit subject to a limit of £100

Accident

Damage caused unintentionally by forcible, visible, violent or external means.

Certificate of Insurance

Evidence of motorcycle insurance.

Conditions of use

What you may use your motorcycle for and as described in your certificate of insurance.

Endorsements

A restriction or extension to what your policy covers you for.

Excess

The first amount of each and every claim which you must pay.

Garage

A garage is a locked secure private building, non-communal, and solely for your personal use with a lockable door within the boundaries of your permanent place of residence or at a location agreed by us which is generally recognised as an area designated for car storage.

Locked Building

A locked building is a locked secure non-communal structure that has been agreed by us as an acceptable storage area for the motorcycle within the boundaries of your permanent place of residence or at a location agreed by us.

Market Value

The cost of replacing your motorcycle or accessories or both with that (those) of a similar type, age and condition

Motorcycle

A motorcycle means any mechanically propelled two-wheeled vehicle with or without sidecar or trailer attached (for this purpose a three-wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches / 45cm apart shall be deemed to be a motorcycle).

Period of Insurance

The duration of this policy as shown in the policy schedule and any further period for which we accept your premiums.

Persons entitled to drive

As described in **your certificate of insurance**.

Policy Schedule

The attached **policy schedule** that forms part of this **policy**. Please read the **policy schedule** carefully. It defines the cover **you** have under this **policy**.

Proposal Form/Statement of Fact

This contains the statements and declaration which form the basis of the **policy**.

Theft

An action by forcible, violent and visible means which will permanently deprive the policyholder of the vehicle (or an attempt thereof).

The Policy/Policy

The contract between **you** and **us** comprising the current **policy schedule**, **certificate of insurance**, **proposal form** or **statement of fact** and this **policy** wording.

Terrorism

1. Any act or acts including but not limited to:
 - (a) the use or threat of force and/or violence and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by a person(s) or group(s) of persons, or so claimed, in whole or part, for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1. above.

UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our/Insurer/Aviva

Underwritten by Aviva Insurance Limited.

Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH.

Authorised and regulated by the Financial Services Authority (FSA).

You/Your

The policyholder named in the **policy schedule**.

Moorhouse Xbroker

Moorhouse Xbroker is a trading division of Moorhouse Group Limited, an independent intermediary and underwriting agency who negotiates the terms of your policy, and administers your policy on behalf of your insurers. Moorhouse Group Limited is authorised and regulated by the Financial Services Authority (No. 308035).

General Information

Moorhouse Xbroker is regulated and are a member of the Financial Services Authority (Reg No. 308035), and a member of the Financial Ombudsman Service.

This **policy** was inception on the basis of English Law, which will be the basis on which this **policy** will operate in future. All correspondence will be in English, unless **we** have agreed otherwise.

Our Contract with You

This **policy** is a contract between **you** and **us**.

This **policy** describes the insurance cover provided during the **period of insurance you** have paid or agreed to pay for, and for which **we** have accepted the premium.

The contract is based on information provided by **you** in a signed **proposal form** or verbally and confirmed in a **statement of fact**. For the contract to be valid, all the information **you** have given us must be true and complete. The **proposal form** or **statement of fact** form part of the contract.

The contract also includes this **policy**, the **policy schedule**, and any **endorsements** shown in the **policy schedule**. These documents, and **your certificate of insurance** should be read as one document. Please read them to make sure that they meet **your** needs.

If **you** have any questions, contact **your** broker, who will be glad to help **you**.

Your Responsibility to Us

You must tell us about any changes that affect **your policy** and which have occurred either since the **policy** started or since the last renewal date. If **you** are not sure whether certain facts are relevant, please ask **your** broker.

If **you** do not tell **us** about relevant changes, **your** policy may not be valid, or **your** policy may not fully cover **you**.

Please keep this **policy** in a safe place. **You** may need to refer to it if **you** make a claim.

Service Standards

Moorhouse Xbroker are committed to delivering the highest standards of customer care at all times.

If **you** have any complaint regarding this insurance **you** should first contact **your** insurance advisor. We are here to help **you** when **you** most need **us**, so if **you** would prefer to contact **us** directly or if, after contacting **your** insurance advisor, **you** are not satisfied with their response or if the initial complaint is of a more serious nature, then **you** should write (quoting **your** name, claim or policy number and the reason for **your** complaint) to:

The Chairman
Moorhouse Xbroker
2 - 3 Sir Alfred Owen Way
CF83 3HU

We will acknowledge receipt of **your** complaint within 5 **business** days and inform **you** of who is dealing with **your** complaint. If our investigations take longer than this we will provide a full written response within 20 **business** days, or explain the current position of **your** complaint and provide **you** with an indication as to when we expect to provide our final response.

If **your** complaint relates to the **insurer** or the insurance policy then **you** will be advised and given full details on how to contact the senior executive of **your insurer**.

If **you** remain dissatisfied, or **you** have not received a written offer of resolution within 8 weeks of the date that we received **your** complaint, then, as **Moorhouse Xbroker** and all the insurers used by **Moorhouse Xbroker** are regulated by the Financial Services Authority (FSA), **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Phone: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of our final response to **your** complaint and the Financial

Ombudsman Service will only consider complaints after we have provided **you** with a written confirmation that our internal complaints procedure has been exhausted. Any decision made by the Financial Ombudsman Service is only binding on the Insurers and **Moorhouse Xbroker**.

These arrangements for the handling of complaints are entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Your Right to Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Section 1 - Liability to Others

1. Cover Provided for You This **policy** covers **you** for all amounts which you become legally responsible for paying due to the death of or injury to any person. **We** will also insure **you** for **your** legal liability for damage to any person's property (including any related individual's loss) up to £20,000,000 as a result of an accident involving **your motorcycle**, or caused by a trailer that is attached to **your motorcycle**.

In respect of terrorism, where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of an accident or accidents caused by your motorcycle or motorcycles ridden or used by you or any other person and for which cover is provided under this section will be: (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or (ii) such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

If your **certificate of insurance** allows **you** to ride any other **motorcycle** the same will apply.

2. Cover Provided for Other People We will give the following people the same insurance cover **we** give **you**;

- Anyone **you** allow to ride **your** motorcycle and who is allowed to ride it under the **certificate of insurance**.
- Anyone **you** allow to use but not ride **your motorcycle** for social, domestic and pleasure purposes, provided that the use for social domestic and pleasure purposes is included in the effective **certificate of insurance**.
- Any person travelling on or getting onto or off **your motorcycle**
- **Your** employer or business partner as long as **your motorcycle** is not owned by or hired to either **your** employer or business partner and **your motorcycle** is being used for a purpose that is allowed under **your certificate of insurance**.

3. Your Legally Appointed Representatives

After the death of anyone insured under this **policy**, **we** will protect that person's estate against any liability the deceased person had if that liability is insured under this **policy**.

4. Legal Fees and Expenses

If **we** give **you our** written permission, **we** will pay for a solicitor to:

- The maximum amount we will pay under this section is £1,000.
- represent anyone insured under this **policy** at any Coroner's Inquest or Fatal Accident enquiry; or
- defend anyone insured under this **policy** in a court of summary jurisdiction; for any **accident** that might give rise to a claim under Section 1 of this **policy**.

Proceedings for Manslaughter or Causing Death by Reckless Driving We will pay fees for legal services to defend anyone insured under this **policy** if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover:

- **You** must ask **us** to provide it.
- The death or deaths giving rise to the proceedings must have been caused by an **accident** covered by this **policy**.
- The maximum amount we will pay under this section is £1,000.
- The **accident** that caused the death or deaths must have happened in the UK.

5. Emergency Medical Treatment We will pay for any emergency medical treatment that must be provided under the Road Traffic Acts. If this is the only payment made, it will not affect **your** no claim discount.

Exclusions from Section 1 of Your policy **You** are not covered for the following.

1. Anyone riding **your** motorcycle who is disqualified from driving or has not held a driving licence, or is prevented by law from holding one.
2. Anyone who is insured under any other **policy**.
3. Liability for loss of or damage to property that belongs to or is with, any person who is insured under this **policy** and who is riding **your** motorcycle.
4. Liability for loss of or damage to any **motorcycle** or trailer insured under this **policy**.
5. This **policy** excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination that arises out of one incident shall be deemed to have occurred at the time such incident takes place. For the purposes of the exception 'pollution and contamination' shall be deemed to mean

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

This exception shall not apply in circumstances where it is necessary to meet the requirements of any compulsory insurance legislation operative within the territorial limits of this policy as defined in Section 3.

- 6. Any amount over £20,000,000 in respect of damage to other people's property.

Section 2 - Loss and Damage

Loss of or Damage to Your Motorcycle or Accessories

If **your motorcycle** and **accessories** are lost, stolen or damaged we will:

- repair the damage
- replace what is lost, stolen or damaged and is uneconomical to repair

Or

- pay you the cost of the loss, theft or damage.

We can choose which of these actions **we** will take for any claim **we** agree to. If **you** cannot use **your motorcycle** because of loss or damage that is insured under this **policy**, **we** will also pay the reasonable cost of protecting **your motorcycle** and taking it to the nearest competent repairer. After the repair, **we** will pay the reasonable cost of delivering the motorcycle to **your** address in the UK. **We** will pay **you** the **market value** of the **motorcycle** and/or **accessories** at the time they are lost, stolen or damaged. However, we will not pay more than the amount that **you** insured them for. If **we** are told that the **motorcycle** belongs to someone else or if **you** are buying **your** motorcycle under a hire purchase or leasing agreement, **we** will normally make the payment for the loss of the **motorcycle** to the legal owner.

Total Loss and/or Unrecovered Theft

If **your motorcycle** is a **total loss** or not recovered after a theft, **we** will normally pay **you** the market value of the **motorcycle**. **You** must return the **certificate of insurance** before **we** settle the claim. Once **you** have accepted our offer this insurance will end. There will be no return of premium.

Cover when your motorcycle is being serviced, overhauled or repaired. **Your motorcycle** is covered under this **policy** when it is with a recognised **motorcycle** engineer for a service, overhaul or repair. The restrictions on driving and use described in **your certificate of insurance** will not apply.

Exclusions from Section 2 of your policy

You are not covered for the following:

1. Loss of use or any other loss, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.
2. Loss of value after a repair.

3. The cost of any repair or replacement that improves **your motorcycle** beyond the condition it was in before the loss or damage occurred.
4. The cost of the repair or replacement of any items that are not included in the manufacturer's standard specification for the **motorcycle**.
5. Loss of or damage to **your motorcycle** arising from or in consequence of water freezing in the circulation system of **your motorcycle**.
6. Damage to tyres from braking, punctures, cuts or bursts.
7. Loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Loss of **your motorcycle** by deception of someone who claims to be a buyer or agent.
9. Loss or damage to **your motorcycle** whilst **your motorcycle is** unattended by **you** or any named rider unless **your motorcycle** has been securely locked and any fitted security devices put in full operation.
10. Loss or damage to **accessories** by **theft** or attempted **theft** if the **motorcycle** is not stolen at the same time.
11. Loss or damage to **your motorcycle's** fitted audio equipment, and fitted telephone equipment.
12. Loss or damage to helmets and protective clothing.
13. Loss from taking **your motorcycle** and returning to its legal owner.
14. Loss or damage to **your** motorcycle's management system or other computer or electronically controlled equipment caused by failure to recognise any date as the true calendar date.
15. Where **your motorcycle** is not to UK specification (originally manufactured for sale as new in the UK) and any part, unit or accessory of **your motorcycle** becomes unobtainable or obsolete in pattern and therefore out of stock in the UK, **you** are not covered for the following:

- Increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting for time delivery.
- Storage costs awaiting commencement of the repair to **your motorcycle**.

16. Any **excess** that applies.

Section 3 - Territorial Limits and Foreign Use

- 1. Territorial Limits** Unless otherwise stated or endorsed to the contrary the insurance cover applies anywhere in the UK.
- 2. Foreign Use Your policy** covers **you** abroad for up to 30 days in any one policy year. **You** must inform **your** broker in writing of any visit abroad.

Although it is not necessary to have a Green Card when travelling to the following countries. **You** must notify **your** broker in writing prior to **your** departure and take **your certificate of insurance** and this **policy** document with **you**.

Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Hungary, Greece, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland. When travelling to any other country please notify **your** broker at least 3 weeks before **you** leave as **you** may require a Green Card, which will be supplied.

When contacting **your** broker regarding travelling abroad please supply them with the following information:

- a) Your policy number**
- b) The period for which cover is required i.e. date **you** leave and the date **you** arrive back in the UK.
- c) The registration mark and make and model of **your motorcycle**.
- d) Trailer details Serial No/Description/Identity (if applicable).
- e) Countries to be visited.

You are not covered for any legal action taken against **you** outside the UK, unless it is as a result of using **your motorcycle** in a country which **we** have agreed to extend this insurance cover.

- 3. Transit Your motorcycle** is also covered when it is being transported by recognised rail or sea route of no longer a duration than 65 hours.
- 4. Customs Duty** If the **motorcycle** cannot be driven because of loss or damage covered by this **policy**, **we** will also pay the reasonable cost of delivering the **motorcycle** to **your** address in the UK. **We** will also pay the amount of customs duty **you** have to pay as a direct result of the loss or damage.

Foreign Bureaux

In each country visited, the Bureau of the country assumes, in respect of the use of the vehicle mentioned on **your certificate of insurance**, the liability of an Insurer in accordance with the laws relating to compulsory insurance in that country

AUSTRIA

Verband der Versicherungsunternehmen Tel: (43) (1) 711 560

ANDORRA

Oficina Andorrana d Entitats Tel: (376) 86 00 17

ALBANIA

Instituti I sigurimeve Tel: (355) (42) 34189

BELGIUM

Bureau belge des assureurs automobiles Tel: (32) (2) 287 18 11

BULGARIA

Bulstrad Insurance and Reinsurance plc Tel: (359) (2) 9856 6400

BOSNIA-HERZEGOVINA

Biro Osguranja Bosne I Hercegovine Tel: (387) (71) 213 674

CROATIA

Hrvatski Ured Za Osiguranje Tel: (385) (1) 461 6755

CYPRUS

Motor Insurers' Fund Tel: (357) (71) 213 674

CZECH REPUBLIC

Česka Pojistovna A.S. Tel: (420) (2) 2405 3101

DENMARK

Dansk Forening for International Tel: (45) (33) 137 555

ESTONIA

Eesti Liikluskindlustuse Fond Tel: (372) 626 4602

FINLAND

Liikennevakuutuskeskus Tel: (358) (9) 680 401

FRANCE

Bureau Central Francais Tel: (33) (1) 53 32 24 51

GERMANY

Deutsches Buro Grune Karte E.V. Tel: (49) (40) 33 44 00

GREECE

Motor Insurers' Bureau - Greece Tel: (30) (1) 32 23 324

HUNGARY

Hungarian Motor Insurance Bureau Tel: (36) (1) 266 1928

ICELAND

Alpjudlegar Bifreidatryggingar a Tel: (353) (1) 676 99 44

IRAN (ISLAMIC REPUBLIC OF)

Bimeh Markazi Iran - Green Card Tel: (964) (21) 2050001-5

IRAQ(SUSPENDED)

National Insurance Company Tel: (353) (1) 886 30 00

IRELAND

Motor Insurers' Bureau - Ireland Tel: (353) (1) 676 99 44

ISRAEL
Israel Insurance Association, The Green Card Bureau Tel: (972)
(3) 5677 333

ITALY
Ufficio Centrale Italiano (U.C.I) Tel: (2) 77 39 11

LUXEMBOURG
Bureau Luxembourgeois des Assureurs Tel: (352) 457 304

LATVIA
LR Satiksmes Birojs Tel: (371) 724 1822

MALTA
Malta Green Card Bureau Tel: (356) 232 640

MOROCCO
Bureau Central Marocain des Societes d Assurances Tel: (212) (2)
39 18 57

MOLDOVA 'ARCA'
National Agency of Insurers Tel: (373) 2 212 258

F.Y.R.O.M.
National Insurance Bureau Tel: (389) (91) 13 61 72

NORWAY
Trafikkforsikringsforeningen Tel: (47) (22) 04 85 00

THE NETHERLANDS
Nederlands Bureau der motorrijtuigverzakeraars Tel: (31) (70)
3408 280

SWEDEN
Trafikforsakringsforeningen Tel: (46) (8) 783 70 00

PORTUGAL
Gabinete Portugues de Carta Verde GPCV Tel: (351) (1) 721 2923

SWITZERLAND
Swiss National Bureau of Insurance Tel: (41) (1) 628 8930

POLAND
Polish Motor Insurance Bureau Tel: (48) (22) 651 2833

TUNISIA
Bureau Automobile Tunisien Tel: (216) (1) 256 800

ROMANIA BAAR –
Biroul Asiguratorilor de Autovehicule din Romania Tel: (40) (1)
250 36 60

TURKEY
Turkiye Motorlu Burosu Tel: (90) (212) 275 0256

SLOVAKIA
Slovenska Poistovna AS Tel: (421) (7) 544 15628

UKRAINE
Motor (Transport) Insurance Bureau Tel: (380) (44) 277 7184

SLOVENIA
Slovensko Zavarovalno Zdruzenje, GIZ Tel: (386) (61) 1377 098

UK Motor Insurers' Bureau –
UK Tel: (44) (1908) 830 001

SPAIN
Oficina Espanola de Aseguradores de Automoviles Tel: (34) (91)
446 0300

YUGOSLAVIA (SUSPENDED)
Udruzenje Osiguravajucih Tel: (381) (11) 750 359

Section 4 - Towing

We will indemnify **you** in the terms of Section 1 (Liability to Others) of this **policy** while **your motorcycle** is being used for the purpose of towing. **We** shall not be liable by reason of this section in respect of damage to the towed vehicle or property being conveyed by such vehicle.

Section 5 - No Claim Discount

We will reduce **your** renewal premium if **you** do not claim under this **policy**. **We** will give **you** this discount for each claim free year up to a maximum of 5 years.

If **you** make one claim during the current insurance year the no claim discount **you** earn will be reduced as follows:

<i>No Claims Discount</i>	<i>Discount you earn reduced to</i>
1 Year	Nil Years
2 Years	Nil Years
3 Years	1 Year
4 Years	2 Years
5 Years	3 Years

If **you** make 2 or more claims in any one continuous year of insurance, **you** will lose any no claim discount which **you** have earned. **Your** no claim discount cannot be transferred to anyone else.

Your no claim discount will not be affected by payments for emergency treatment which the Road Traffic Acts say **we** must pay.

General Exceptions

1. This **policy** does not apply when **your motorcycle**:
 - is being used for purposes that are not specified in **your certificate of insurance**.
 - is being ridden by or in the charge of any person who is not covered by **your certificate of insurance**.
 - is being ridden with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence.
 - is being ridden by, or in the charge of any person who holds a provisional driving licence and does not meet the conditions of that licence. If there is a requirement for the person to hold a Compulsory Basic Training certificate this must be valid and when expired the onus is on the person to renew.
 - is towing a trailer, or other vehicle for a payment.
 - is in or on that part of any aerodrome, airfield, airport, heliport or military installation provided for:(a) the take off or landing of aircraft, helicopters and aerial devices, or for the movement of aircraft, helicopters and aerial devices on the ground. (b) aircraft, helicopter and aerial device parking, including any associated service road, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangers and those parts of passenger terminals of an international airport which come within the Customs examination area.
2. This **policy** does not cover anyone who does not meet the **policy** terms and conditions.
3. This **policy** does not cover any liability that **you** have as a result of an agreement or contract, unless **you** would have had that liability anyway.
4. This **policy** does not cover for any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
 - The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.

5. This **policy** does not provide cover for any loss or damage which results from terrorism, war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, or military force or coup. However, this **policy** covers **you** so far as is necessary to meet with any law under which insurance is compulsory.
6. This **policy** does not provide cover except under Section 1 (Liability to Others) for any Accident, injury, loss or damage caused
 - by earthquake
 - riot or civil commotion if it occurs outside England, Scotland, Wales the Isle of Man or the Channel Islands.

General Conditions

1. **You** must comply with the following general conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim.

You, (or **your** legal representative) must give **us** full details in writing as soon as possible after any event that could lead to a claim under this **policy**. **You** must also immediately send **us** any letters and documents **you** receive in connection with the event before **you** reply to them.

If **you** know of any future prosecution, Coroner's Inquest or Fatal Accident Inquiry about any event, **you** must tell **us** immediately in writing.

2. **You**, and anyone insured by this **policy**, must not admit anything, or make an offer or promise about a claim unless **you** have **our** written permission.
3. **We** may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this **policy**. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**. Anyone making a claim under this **policy** must give **us** any information and help **we** need.
4. If **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **we** will only pay **our** share of the claim.
5. **You** must do all **you** can to protect **your motorcycle** and keep it in roadworthy condition. If **you** do not do this **your** right to claim under **your policy** may be affected. **You** must let **us** examine **your motorcycle** at any reasonable time if **we** ask to do this.
6. If **we** accept a claim under Section 2 of this **policy**, but **we** cannot agree the amount **we** will pay **you**, **we** will pass the matter to a mutually agreed independent arbitrator. The arbitrator must have made a decision before **you** can take legal action against **us**.
7. **We** will only provide the insurance described in this **policy** if:
 - anyone claiming protection has met all its terms and conditions
 - the information **you** gave on **your proposal form** or verbally and confirmed in a **statement of fact** and declaration is correct and complete.

8. If, under the law of any country in which **you** are covered by this **policy**, **we** have to pay a claim that **we** would not normally have paid, **we** may recover payment from **you** or from the person responsible.
9. If **we** have agreed to accept payment of any premium by instalments and **you** break that agreement, **we** will be entitled to cancel this **policy** under Condition 4.
10. **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**:
 - make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
 - make a statement in support of a claim knowing the statement to be false in any respect; or
 - submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance,

then

- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the **policy**
- **we** may at **our** option declare the **policy** void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date
- **we** shall not make any return of premium
- **we** may inform the police of the circumstances.

Cancellations

If this **policy** does not meet **your** requirements, please return all documents (including the **certificate of insurance**) within 14 days of receipt to **your** brokers or insurance advisor with a letter stating that **you** want to cancel **your policy**. **We** are unable to cancel a policy until the current **certificate of insurance** has been returned with **your** instructions.

We will return any premium paid less a pro rata charge for the period of time that you have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. If a total loss claim has been made then no refund is due.

We, your insurance advisor, **your insurer** or any agent appointed by **us** and acting with our specific authority, can cancel this **policy** by sending seven days notice by recorded delivery to **you** at the last address known to **us** and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. **You must** at this time return the **certificate of insurance** to **us**.

When the **certificate of insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.

You may cancel this **policy** at any time by returning the **certificate of insurance** with a letter detailing **your** instructions.

When the **certificate of insurance** has been received **we** will return any premium paid less a pro rata charge for the period of time that **you** have had insurance cover and an additional charge to cover the administrative costs of providing the **policy**. No refund of premium will be due and the full annual premium will be payable for the period of cover provided if a fault or non-recoverable claim has arisen during the current **period of insurance**.

Endorsements

Your Insurance under this **policy** may be restricted or extended by **endorsements**.

Endorsements only apply if their numbers appear in the **policy schedule**. All the terms conditions and exceptions of the **policy** continue to apply along with the **endorsements**.

Endorsement 27 – Exclusion of Drivers under 25 This **policy** does not apply when **your motorcycle** is being ridden by or in the charge of any person under 25 years of age.

Endorsement 28 - Authorised Drivers under 25 This policy does not apply when **your motorcycle** is being ridden by or in the charge of any person under 25 years of age. This **endorsement** will not apply to any person whose name is shown next to this **endorsement** number in the **policy Schedule**.

Endorsement 35 – Motorcycle Security **You** are not covered under Section 2 (Loss and Damage), of this **policy** for any loss or damage caused by **theft** or attempted **theft** unless **your motorcycle** is fitted with an immobiliser which has been approved by **us** and is in active operation at the time of any loss or damage to **your motorcycle**.

Endorsement 36 - Own Loss or Damage **You** will pay the amount shown next to this **endorsement** number in the **policy schedule** towards each claim for loss or damage to **your motorcycle**. This **endorsement** will not apply if the damage to the **motorcycle** is caused by fire, lightning, explosion, **theft** or attempted **theft**. This **endorsement** applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this Endorsement.

Endorsement 38 - Garaged at Declared Address (A Garage or Locked Building) **You** have declared that **your motorcycle** will be kept in a locked private **garage** or **locked building** whilst at **your** permanent place of residence, and/or any other regular residence where the **motorcycle** is normally kept which must be specifically agreed by **us**.

We will not pay for any claim for **theft** or attempted **theft** under Section 2 (Loss and Damage) when **your motorcycle** is at **your** permanent place of residence and/or any regular residence which has been specifically agreed by **us** where the **motorcycle** is normally kept unless the **motorcycle** was kept in a locked **garage** or **locked building** at the time. If the **motorcycle** has been stolen from a **locked building**, cover will not apply unless there are signs of forcible and violent entry to the building.

If **we** have specifically agreed any other address than **your** permanent place of residence, **you** are not covered for any claim for **theft** or attempted **theft** under Section 2 (Loss and Damage) when your **motorcycle** is at your permanent place of residence.

Endorsement 42 - Own Loss or Damage (Voluntary) **You** will pay the amount shown next to this **endorsement** number in the **policy schedule** towards each claim for loss or damage to **your motorcycle**. This **endorsement** applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this Endorsement.

Endorsement 45 - Restricted Liability for Costs of Paintwork It is noted that the **motorcycle** registration mark shown next to this **endorsement** number in the **policy schedule** has customised paintwork. **Our** liability for paintwork in respect of claims under Section 2 (Loss and Damage) is restricted to the costs which would have been involved in repairing or respraying the damaged area to the manufacturer's original standard finish.

Endorsement 47- Interest as Owner The person shown next to this **endorsement** number in the **policy schedule** is interested in the insurance by Section 2 (Loss and Damage) as owner of the **motorcycle**.

Endorsement 48 – RTA Only Following Conviction for Driving under the influence of Drink or Drugs In the event of the person shown next to this **endorsement** number in the **policy schedule** being involved in an accident arising out of which **he/she** is convicted for:

- a) Driving or being in charge of a motor vehicle whilst under the influence of drink or drugs.
- b) Driving or being in charge of a motor vehicle with an alcohol concentration in the blood breath or urine above the limit prescribed in the regulations of the country in which the accident occurs.

The insurance granted by this **policy** in respect of this or any subsequent **accident** shall be limited to liability for death injury or damage (and subject to such monetary limits as may be applicable) as required by the laws relating to the compulsory insurance in the country in which the **accident** occurs.

Endorsement 49 Protected No Claim Discount **Your** no claim discount is protected as long as **you** do not make more than two claims in three continuous annual periods of cover. If **you** do then the protection will end. For the third and any subsequent claim **your** no claim discount will be reduced in accordance with the scale listed in Section 5 (No Claim Discount). In the event of a claim **you** will pay £100 towards each claim under Section 2 (Loss and Damage). This amount will not apply if damage to the **motorcycle**:

- is caused by fire, lightning, explosion, **theft** or attempted **theft**.

The **endorsement** applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this **endorsement**. **Your** premium may increase if **you** make a claim or **you** receive motoring convictions or fixed penalty fines and endorsements. **Your** protected no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says we must pay.

Endorsement 51 - Excluding cover with Pillion Passenger. **We** will not provide any cover under this insurance while a pillion passenger is on the insured **motorcycle** or is getting on or off it other than to meet any law on compulsory insurance.

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