

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.

Motorcycle Policy Documentation

BIKESURE
CLAIMS LINE
0844 888 8775

QBE European Operations

One Coval Wells
Chelmsford
Essex
CM1 1WZ

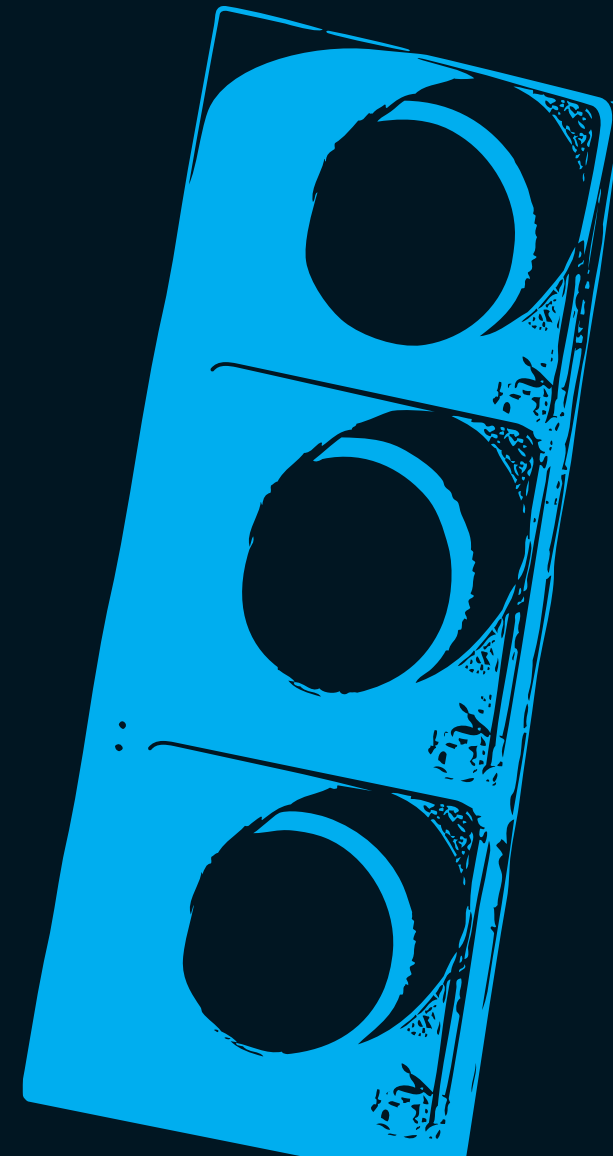
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www.QBEurope.com/motor



MCPD/01112009

QBE European Operations is a trading name of QBE Insurance (Europe) Limited, no. 01761561 ('QIEL'), QBE Underwriting Limited, no. 01035198 ('QUL'), QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), whose registered offices are at Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. All four companies are incorporated in England and Wales. QIEL and QUL are authorised and regulated by the Financial Services Authority. QUL is a Lloyd's managing agent. QMSUK and QSUK are both Appointed Representatives of QIEL and QUL.



Thank you for placing your insurance with QBE Insurance (Europe) Limited.

This is your Document of Insurance. It contains your Schedule and Certificate of Motor Insurance.

Please keep them in a safe place (NOT IN ONE OF YOUR VEHICLES).

We have tried to simplify this Document by using "Plain English". We have also structured it in a way which should make it easy to follow.

Please examine this Document and the enclosures. If any detail is incorrect, please return it to your broker / intermediary, advising them of the changes required.

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ADVICE ON HOW TO CLAIM

PLEASE REPORT ALL INCIDENTS AS QUICKLY AS YOU CAN.

You should report all incidents as quickly as possible regardless of blame.

YOU CAN TELEPHONE ON: **0808 1001 012**

This line is available 24 hours a day, 365 days a year and it is important to report claims to us early so that we can act quickly for you and control the cost of your claims as efficiently as possible.

OR, YOU CAN REPORT A CLAIM ONLINE AT:

www.QBEurope.com/motor/claims/report_speed_claim_req.html

By completing the **online speed report - input form** you will receive an immediate acknowledgement of the incident report by email.

ALTERNATIVELY YOU CAN SUBMIT YOUR COMPLETED CLAIM FORM TO US AT:

QBE Insurance (Europe) Ltd
Motor Claims Department
One Coval Wells
Chelmsford
Essex
CM1 1WZ

IF HOWEVER YOU WISH TO SUBMIT YOUR COMPLETED CLAIM FORM BY EMAIL OR FAX TRANSMISSION PLEASE USE THE FOLLOWING:

Email: newclaim.motor@uk.qbe.com

Fax: 01245 272585

We will acknowledge your claim quickly and confirm the action that we are taking on your behalf.

Policy Conditions

As part of the policy conditions, you must take all reasonable steps to keep any amount the underwriters have to pay as low as possible. Early notification of the incident will support us in achieving this.

Also the Third Party has a legal (common law) duty to ensure that they keep their expenses and losses to a minimum.

THEREFORE IF YOU ARE RESPONSIBLE (EVEN PARTLY), IN ADDITION TO NOTIFYING US OF THE INCIDENT AS QUICKLY AS POSSIBLE, PLEASE PASS THE ABOVE NUMBER TO THE THIRD PARTY AND ASK THEM TO CALL US.

QBE Insurance (Europe) Limited

One Coval Wells
Chelmsford
Essex
CM1 1WZ

Main +44 (0)1245 272700
Fax +44 (0)1245 272701
Web www.QBEurope.com/motor

MOTORCYCLE ROAD RISKS POLICY DOCUMENT

This Document of Insurance sets out the terms of the contract of insurance made between QBE Insurance (Europe) Limited and the Document Holder.

The information and statements provided in the proposal form and declaration which the Document Holder has made have been relied upon by the Underwriters in entering into this contract of insurance.

The parties to this document are You and Us. Nothing in this document shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this document, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the Schedule. If there is any dispute as to which law applies it will be English law.

QBE Insurance (Europe) Limited has agreed to insure the Document Holder subject to the terms conditions and exceptions contained in this document or any endorsement against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle shown in the Schedule during any period of insurance for which the Document Holder has paid or agreed to pay the premium.

This Document of Insurance has been issued by QBE Insurance (Europe) Limited.



MANAGING DIRECTOR MOTOR

DEFINITION OF WORDS

Whenever they appear in this Document of Insurance the following words carry the same meaning whether or not they commence with a capital letter.

QBE Insurance (Europe) Limited	The Underwriters.
We/Us/the Underwriters	QBE Insurance (Europe) Limited. QBE Insurance (Europe) Limited is authorised and regulated by the Financial Services Authority. QBE Insurance (Europe) Limited Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Registered in England and Wales No.1761561
You/the Insured/Document Holder	The Company or person named in the Schedule.
Your Motorcycle/Insured Vehicle	The motorcycle, including its standard accessories and a sidecar as long as it is attached and we have been told about it.
Document of Insurance	This document, including the Schedule.
Schedule	The Schedule to this document, containing details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
Endorsement	A change of or amendment to the terms of this insurance.
Excess	The first part of any claim for which the Document Holder is responsible.
Trailer	Any articulated or semi trailer mentioned by description or category in the schedule.
Property	Any property including animals.
Market Value	The replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.
Certificate of Motor Insurance	The certificate required by law to certify the existence of the minimum compulsory insurance. For full details of the insurance cover, refer to the Document of Insurance.
Road	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
Accident	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.
Punitive or exemplary damages	Punitive or exemplary damages means damages awarded to punish or deter wrongdoing.

EXTENT OF COVER

The cover provided by this Document of Insurance is shown in the current Schedule and determines which Sections of this Document of Insurance apply.

<u>RISK INSURED</u>	<u>SECTIONS WHICH ARE APPLICABLE</u>
Comprehensive (COMP)	All Sections
Third Party, Fire & Theft (TPF&T)	Sections 1,2 (solely in respect of damage by Fire, excluding loss as a result of malicious acts and vandalism, or Theft), 3 and 4 ONLY.
Third Party Only (TPO)	Sections 1, 3 and 4 ONLY.
Fire & Theft Only (FTO)	Section 2 (solely in respect of damage by Fire, excluding loss as a result of malicious acts and vandalism, or Theft) ONLY.
Legal Expenses For pursuing personal injury claims	Section 5 ONLY.

YOUR COVER

SECTION 1

LIABILITY TO OTHERS

A. Your own liability We will indemnify you against liability at law for damages or claimants law costs in respect of death or bodily injury to any person or damage to any property as a result of any accident involving:

- 1) your motorcycle.
- 2) any other motorcycle being used by you with the permission of the owner, which does not belong to you and is not hired to you under a hire purchase agreement provided this is shown on your Certificate of Motor Insurance and Policy Schedule.

B. Other persons' liability In the same way as you are insured, we will insure:

- 1) anyone you allow to ride or use your motorcycle PROVIDED this is permitted by your Certificate of Motor Insurance and Policy Schedule.
- 2) any person (other than the person riding) being carried on, or getting onto or off of, the Insured Vehicle or any person who causes an accident while they are travelling on, or getting onto or off of the Insured Vehicle.
- 3) your employer or business partner while you are riding or using your motorcycle on his/her business PROVIDED this is permitted by your Certificate of Motor Insurance and Policy Schedule.

C. A legally appointed representative Following the death of anyone insured under this insurance, we will indemnify, to the same extent, that person's legal representative for any liability incurred by that person.

D. Medical treatment We will pay for medical treatment as required by the Road Traffic Acts resulting from any accident involving any insured vehicle.
If this is the only payment we make your No Claim Bonus (see Section 3) will not be affected.

E. Legal fees and expenses We will pay, provided we have given our written consent;

- 1) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person insured under this insurance.
- 2) solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the accident.
- 3) legal expenses in respect of any proceedings taken against any person insured under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Document Holder of the expenses incurred to that date. Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the Document of Insurance and any Endorsements.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 1

The insurance does not cover:

- 1)
 - a) liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of his/her employment by anyone we cover under this insurance, other than as required under the Road Traffic Acts or any applicable UK or EU legislation.
 - b) liability incurred by anyone entitled to protection under the liability section of any other insurance.
 - c) liability beyond the minimum requirements of the Road Traffic Acts for loss or damage to any vehicle or property belonging to, or in the care of, anyone entitled to claim protection under this insurance.
- 2) Underwriters liability in respect of loss or damage to property (including animals) is limited to £20,000,000 (Twenty Million Pounds) in respect of any one accident or occurrence or series of occurrences arising out of one event.
- 3)
 - a) Sub-section A.2 will not apply when the Insured Vehicle is no longer owned by or the responsibility of the Document Holder.
 - b) Sub-sections A.2 and B.3 are NOT applicable if the insurance is not issued in the name of an individual.
 - c) Sub-section A.2 will not apply when the motorcycle is used outside the United Kingdom.
 - d) Any loss or damage to the motorcycle you are riding under Subsection A.2.
- 4) fines, penalties, punitive or exemplary damages.

YOUR COVER

SECTION 2

LOSS OR DAMAGE TO YOUR VEHICLE

If the Insured Vehicle is damaged or stolen and provided all reasonable precautions are taken, we will, at our option:

- a) pay the reasonable cost of repairing any damage to the Insured Vehicle within its market value
- OR b) pay an amount in cash equivalent to the value of any loss or damage to the Insured Vehicle
- OR c) pay the cost of replacing the Insured Vehicle or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming the Underwriters' property;

We will pay the reasonable cost of taking the Insured Vehicle to the nearest suitable repairer and, after repair, to your address as shown in the Schedule.

If your motorcycle is over three years old we may, at our option, decide to fit replacement parts which have not been made by the motorcycle's manufacturer but which are of a similar standard.

If the Insured Vehicle is damaged beyond economical repair, or stolen without being recovered, the maximum amount payable will not exceed the market value, purchase price or your estimate of the value shown in the schedule whichever is the lower. If settlement is made for the market value of the Insured vehicle the remains of the Insured vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference code of practice or any other regulation or legislation applying at the time of such loss.

If settlement is made for the total loss of the Insured Vehicle the policy will cease to be operative and no refund of premium will be given. A substitution of vehicle may be allowed at the discretion of the Underwriter but no return of premium will be given following the adjustment.

If the Insured Vehicle belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the Insured Vehicle will normally be made to the Insured Vehicle's legal owners.

If the keys or lock transmitter which operate the Insured Vehicle are lost or stolen we will pay up to £500 towards the cost of replacing the ignition or steering lock, the lock transmitter and central locking interface subject to

- a) the Insured Vehicle being covered for Comprehensive benefits
- b) the policy excess
- c) the loss having been reported to the police.

If you have a cherished or personal number plate you wish to retain you must follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and you will be responsible for the appropriate fee. If you intend to apply to retain the number plate we must be notified immediately and we will require the replacement vehicle registration mark as soon as it is provided to you. If we are not notified IMMEDIATELY of the intention to retain the number plate we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2

The insurance does not cover:

- 1) wear, tear and depreciation or that part of the cost of repair which improves your motorcycle beyond its condition before the loss or damage occurred.
- 2) any perceived loss in value of your motorcycle.
- 3) loss of use, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 4) damage to tyres unless this results from an accident to your motorcycle.
- 5) more than the manufacturer's latest list price of any part or standard accessory.
- 6) any amount in respect of any part of the Insured Vehicle in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 7) any other loss or damage other than expressly and specifically insured under Section 2.
- 8) money, credit/charge cards, stamps, tickets, jewellery, portable audio &/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), MP3 player, documents or securities.
- 9) mobile telephones, office &/or business equipment, trade goods or samples.
- 10) computers &/or their components &/or their attachments and portable electronic equipment.
- 11) property insured under any other Insurance.
- 12) loss or damage to the Insured vehicle arising from it being impounded as a result of a road traffic accident or vehicle licence offence or Customs & Excise offence or for any penalties imposed because of the incorrect disposal of the Insured vehicle deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where Underwriters did not retain the salvage for disposal.
- 13) loss or damage to the Insured Vehicle arising from the Insured Vehicle being taken or ridden by a person who is not an insured rider but is a member of your family or household.
- 14) loss or damage arising to a sidecar or accessories unless they are properly attached to the motorcycle by equipment manufactured for this purpose.
- 15) personal belongings including helmets, leathers, gloves, clothing or footwear.
- 16) damage caused by frost or freezing.

EXCLUSIONS TO COVER

- 17) loss or damage arising from the Insured vehicle being filled with the wrong fuel.
- 18) any loss suffered through the obtaining of property by the offence of fraud by false misrepresentation.
- 19) loss or damage to the Insured Vehicle whilst the keys or other device which unlocks the Insured Vehicle have been left in or on the Insured Vehicle or not removed to a safe and secure place.
- 20) any storage charges unless you tell us about them and we agree in writing to pay for them.
- 21) any additional damage resulting from the Insured Vehicle being moved by you after an accident, fire or theft.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the value at the time of the loss or accident.

IN ADDITION TO THE ABOVE EXCEPTIONS THIS INSURANCE DOES NOT COVER THE FIRST PART OF EACH CLAIM (EXCESS) IN RESPECT OF ACCIDENTAL DAMAGE, VANDALISM/MALICIOUS DAMAGE, FIRE OR THEFT. THE AMOUNT OF ANY SUCH EXCESS IS SPECIFIED IN YOUR SCHEDULE.

YOUR COVER

SECTION 3

NO CLAIMS BONUS

Provided no claim has been made or is pending during any period of insurance your No Claims Bonus will be increased in accordance with the No Claims Bonus scale applicable at the time of such renewal.

If you only make one claim during a period of insurance, four or more years No Claims Bonus will step back to two years, three years No Claims Bonus will step back to one year.

If you make more than one claim in a period of insurance, you will lose all your discount.

PROTECTED NO CLAIMS BONUS

If you are eligible and your insurance incorporates the Protected No Claims Bonus option, Endorsement E1M appears on the schedule, the following terms and conditions apply:

Your No Claims Bonus will not be prejudiced by a single claim in any period of insurance or any two occurring claims in any three consecutive periods of insurance.

Protecting your No Claims Bonus, protects your bonus level in accordance with the above. It is not a premium protection, this benefit does not guarantee that your premium will not increase at next renewal.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 3

If your insurance incorporates the Protected No Claim Bonus option it does not cover the first £50 of each claim (excess) for Accidental Damage, Vandalism/Malicious damage, Fire and Theft.

This clause operates in addition to any other excess applying.

CONDITIONS APPLICABLE TO SECTION 3

- 1) Your No Claim Bonus or Protected No Claim Bonus will not be reduced if a claim affects only emergency medical treatment as required by the Road Traffic Acts - see Section 1D.
- 2) A No Claim Bonus is not earned if the period of insurance is less than twelve months.
- 3) Your No Claim Bonus or Protected No Claim Bonus cannot be transferred to anyone else.

YOUR COVER

SECTION 4

TERRITORIAL LIMITS & FOREIGN USE

- A) **Territorial Limits** This Document applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.
- B) **Foreign Use** The Underwriters will provide the full Document Cover for a maximum period of 90 days in any Insurance year whilst the Insured Vehicle is being used in or transported by rail or sea between the countries listed below:
- 1) any member of the European Union.
 - 2) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of EU Directives on insurance.
- C) **General Average** The Underwriters will indemnify the Document Holder against General Average Contribution, Salvage, Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea.
- Provided always that:
- 1) such Insured Vehicle is insured against loss or damage by Section 2 of this Document and
 - 2) the contribution relates to the value of such Insured Vehicle as agreed and shown in the Schedule.
 - 3) Underwriters shall not be liable for Customs or Excise Duties or charges.

CONDITIONS APPLICABLE TO SECTION 4

- 1) the Insured Vehicle must be taxed and registered in the UK.
- 2) your main permanent home must be in the UK and your visit abroad is only temporary.

EXCEPTIONS TO SECTION 4

This Insurance does not cover:

- 1) Riding other vehicles even if stated on your Certificate of Motor Insurance.
- 2) The Insured Vehicle unless it is being used for the purposes described in the Certificate of Motor Insurance and Policy Schedule

In addition to the above, in the event of disablement of your motorcycle by reason of loss or damage our liability in respect of the cost of delivery back to you after repair shall be limited to the cost of delivery in the country where the loss or damage is sustained.

If you want to make a claim under this section please make this clear when telephoning us on 0800 389 1708 and quote MASTER POLICY NUMBER 36520.

We will take all relevant details, validate the claim and liability for the incident and commence the appropriate recovery processes when we agree that there are reasonable prospects for recovery

Definitions (Applicable to section 5 only)

Lawclub	Lawclub means Lawclub Legal Protection, whose address is Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW, who manage claims under section 5 of this policy on Our behalf.
Insured Person	Insured person means You and any passenger or driver who is in or on Your Vehicle with Your permission. Anyone claiming under this policy must have Your agreement to claim.
Legal Costs	Legal costs means the professional fees and expenses reasonably and properly charged by the Representative on a Standard Basis, up to the standard rates set by the courts, which the Insured Person cannot recover from their opponent. Legal costs shall also include the Insured Person's opponents' legal costs in civil cases which the Insured Person is ordered to pay by a court or which the Insured Person pays to their opponent with the written agreement of Lawclub.
Representative	Representative means the solicitor or other suitably qualified person who has been appointed to act for the Insured Person in a claim under section 5.
Standard Basis	Standard basis means the assessment of Legal Costs which are proportionate to the Insured Person's claim.

LEGAL EXPENSES COVER

Under this section of the Insured Person's policy, all claims are managed by Lawclub on Our behalf. Lawclub also provide the Lawphone Legal Helpline on Our behalf.

We will pay the Legal Costs of the Insured Person taking legal action against the Insured Person's opponent as a result of any Road Accident which causes the Insured Person's death or bodily injury while the Insured Person is in, on or getting into or out of the Insured Vehicle.

We will provide this cover as long as:

1. the claim is not covered under any other insurance policy;
2. the Road Accident happened within the Territorial Limits and within the Period of Insurance;
3. the claim will be decided by a court within the Territorial Limits; and
4. there is a reasonable chance of recovering damages from the Insured Person's opponent at all times.

LEGAL EXPENSES COSTS AND EXPENSES

We will pay the following on the Insured Person's behalf.

The professional fees and expenses reasonably and properly charged by the Representative on a Standard Basis, up to the standard rates set by the courts, which the Insured Person cannot recover from their opponent.

The Insured Person's opponents' Legal Costs in civil cases which the Insured Person is ordered to pay by a court or which the Insured Person pays to their opponent with the written agreement of Lawclub.

We will only pay Legal Costs which Lawclub considers are necessary and in proportion to the value of the Insured Person's claim.

We will only start to cover Legal Costs from the time Lawclub has accepted the Insured Person's claim in writing and appointed the Representative.

The most We will pay for all claims arising out of any one Road Accident is GBP100,000.

EXTENSIONS TO SECTION 5

Lawphone Legal Helpline	This section includes access to Lawphone which provides advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice provided to You by Lawphone will always be according to the laws of Great Britain and Northern Ireland.
Lawphone: 0870 241 4140	When calling Lawphone You should confirm that You are a QBE motorcycle policyholder. You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call. Lawclub may record the calls for Your protection.

EXCEPTIONS TO SECTION 5

Section 5 provides that We will not provide cover for the following.

Any claim which the Insured Person reports to Us more than six months after the Road Accident;

- a) Legal Costs that Lawclub has not agreed to in writing;
- b) Any Legal Costs incurred before Lawclub has accepted the Insured Person's claim in writing;
- c) Legal Costs the Insured Person has paid directly to the Representative or any other person without Lawclub's permission.
- d) Any claim arising out of a contract the Insured Person has with another person or organisation.
- e) Any fines or penalties.
- f) Disputes between the Insured Person and Us or Lawclub.
- g) Any VAT the Insured Person can recover from elsewhere.
- h) An application for a judicial review
- i) Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- j) Any Legal Costs covered by any other insurance policy.
- k) Any claim that happens because the Insured Person has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.

CONDITIONS PRECEDENT TO SECTION 5

It is a condition precedent to Our liability under section 5 that the:

- a) Insured Person gives Lawclub written details of the Insured Person's claim along with any other supporting information that Lawclub may ask for;
- b) Insured Person makes their claim within six months of the date of the Road Accident;
- c) Insured Person follows the Representative's advice and provides any information he or she asks for;
- d) We will have the right to settle a claim by paying the amount in dispute;
- e) Insured Person must instruct the Representative to tell Lawclub if, at any stage, there is no longer a reasonable chance of a successfully recovering damages or getting any other remedy.
- f) Insured Person must instruct the Representative to tell Lawclub immediately if the other party makes a payment into court or any offer to settle the matter.

CLAIM NOTIFICATION CONDITIONS TO SECTION 5

If the Insured Person needs to make a claim under section 5, the Insured Person should contact Us and We will pass the details of the Insured Person's claim on to a Representative.

The Insured Person will be asked to provide details of the accident. If the Insured Person's claim is covered Lawclub will appoint the Representative in the Insured Person's name and on the Insured Person's behalf. The Insured Person must not appoint a solicitor.

If the Insured Person has already seen a solicitor before Lawclub has accepted the Insured Person's claim in writing, We will not pay any fees or other expenses that the Insured Person has incurred. If the Insured Person's claim is covered, Lawclub will appoint the Representative that Lawclub has agreed to in the Insured Person's name and on the Insured Person's behalf and will only start to cover the Legal Costs from the time that Lawclub has accepted the claim and appointed the Representative.

CLAIM PROCEDURE CONDITIONS TO SECTION 5

The Insured Person must:

- a) not appoint a Representative.
- b) take every reasonable step to recover costs and pay them to Us.
- c) get the written permission of Lawclub before making an appeal.
- d) make sure that the Representative obtains the written permission of Lawclub before instructing a barrister or expert witness, and reports the result of the claim to Lawclub when it is finished.

Lawclub will have the right to do the following in the event of a claim.

- a) Take over and conduct, in the Insured Person's name, any claim or proceedings.
- b) At any time before Lawclub agrees that legal proceedings need to be issued Lawclub will choose the Representative.
 - i) The Insured Person can only choose the Representative if Lawclub agrees that legal proceedings need to be issued or if a conflict of interest arises meaning that the Representative cannot act for the Insured Person. The Insured Person must send his or her name and address to Lawclub. If Lawclub agrees to appoint a Representative that the Insured Person chooses, he or she will be appointed on the same terms as Lawclub would have appointed their chosen Representative. Lawclub may decide not to accept the Insured Person's choice of Representative. If Lawclub does not agree with the Insured Person's choice, the matter will be settled in accordance with General Condition 5 - Arbitration.
 - ii) When choosing the Representative, the Insured Person must remember the Insured Person's duty to keep the cost of any legal proceedings as low as possible.
- c) Appoint the Representative in the Insured Person's name and on the Insured Person's behalf.
- d) Have any legal bill audited or assessed.
- e) Contact the Representative at any time, and have access to all statements opinions and reports.
- f) End the Insured Person's claim if, during the course of the claim, Lawclub thinks there is no longer a reasonable chance of success. If the Insured Person continues the claim and gets a better settlement than Lawclub expected, We will pay the Insured Person's reasonable Legal Costs which the Insured Person cannot recover from anywhere else.
- g) Settle the Legal Costs covered by this policy at the end of the claim.
- h) End the Insured Person's claim and recover any Legal Costs from the Insured Person which We have already paid or agreed to pay if:
 - i) the Representative reasonably refuses to continue acting for the Insured Person because of any unreasonable act or failure to act by the Insured Person; or
 - ii) the Insured Person unreasonably withdraws the Insured Person's claim from the Representative without Lawclub's agreement; and
 - iii) Lawclub does not agree to appoint another Representative to continue the Insured Person's claim.
- i) Neither Us nor Lawclub will be bound by any agreement between the Insured Person and the Representative or the Insured Person and any other person or organisation.

GENERAL EXCEPTIONS

This Insurance does not cover:

- 1) any liability, injury, loss or damage while the Insured vehicle is being ridden or used
 - a) other than for the purposes as specified in your Schedule except while in the custody of a Motor Trader for servicing or repair.
 - b) by anyone who does not hold a licence and/or CBT certificate (if applicable) to ride the insured vehicle or anyone who has held but is currently disqualified from holding or obtaining such a licence. Failure by you and all named drivers to hold a valid driving licence(s) and/or CBT certificate (if applicable) for the motorcycle(s) you are insuring will make this insurance invalid from the date that the licence and/or CBT certificate became invalid. We reserve the right to request a copy of any driver's licence at any time.
 - c) by anyone riding without your permission or on your order.
 - d) in an unsafe condition.
 - e) in any way that breaks any security requirements imposed by an endorsement.
 - f) carrying an insecure load.
 - g) by anyone who does not fully comply with the conditions of their driving licence and/or CBT.
- 2) anyone who fails to fulfil the terms and conditions of this insurance.
- 3) any liability, injury, loss or damage while the Insured vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 4 (Territorial Limits and Foreign Use).
- 4) earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5) riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 6)
 - a) loss or destruction of or damage to any property or any resulting loss or expense unless expressly and specifically Insured under this insurance
- OR
 - b) any legal liability directly or indirectly caused by, attributable to, or arising from
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- OR
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 7) any loss or liability caused by, attributable to, or arising from the presence of the Insured Vehicle in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

GENERAL EXCEPTIONS

- 8) your vehicle whilst being kept or used without a current MOT certificate where needed. Failure by you to hold a current MOT certificate will make this insurance invalid from the date the certificate expired. We reserve the right to request a copy of any MOT certificate.
- 9) you or anyone acting on your behalf knowingly making a claim which is false or fraudulent in any way, then we will not pay any part of the claim and all cover provided and premium paid will be forfeited.
- 10) any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 11) loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 12) any liability for any sum other than those payable under the Policy.
- 13) any intentional damage to any property or the death or injury to any person caused by or incurred with the consent or connivance of the Document Holder or employees of the Document Holder.
- 14) any liability whatsoever arising out of the deliberate use of the Insured Vehicle:
 - a) to cause damage to other vehicles or property and/or
 - b) to cause injury to any person and/or to put any person(s) in fear of injury.
- 15) any proceedings brought against you outside the UK, unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (See additional cover under Section 4 - Territorial Limits & Foreign Use).
- 16) racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 17) the Insured Vehicle being used on the Nurburgring Nordschleife or on any form of motorsport circuit or for any off-road activity.

GENERAL CONDITIONS

We will provide the cover described in this insurance provided the following conditions are met:

1) Condition Precedent

The Underwriters will only be liable to provide an indemnity or make payment under this contract of insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the Document of Insurance and any Endorsements;
- b) the declaration and information given on the proposal form is correct and complete to the best of the Document Holder's knowledge and belief;
- c) the Insured Vehicle is being ridden in accordance with the terms of the Certificate of Motor Insurance; and
- d) the Insured Vehicle is being used in accordance with the Certificate of Motor Insurance.

2) Care of Your Motorcycle

You must ensure that your motorcycle is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions and protect your motorcycle from loss or damage. When your motorcycle is left unattended (regardless of whether it is still in your sight) you must remove all ignition keys, activate any security devices that may be fitted and take all other steps necessary for protecting it. You should keep your motorcycle in a locked garage if you have one or if any garaging requirements are imposed by endorsement shown on your Schedule. We require you to allow our duly authorised representative free access at all reasonable times to examine your motorcycle.

3) Claims and Proceedings

- a) Full details of any incident which may result in a claim under this insurance shall be reported to the Underwriters in writing by way of a fully completed Accident Report Form as soon as reasonably possible;
- b) Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the Underwriters immediately upon receipt;
- c) The Underwriters shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
- d) The Underwriters shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
- e) No admission of liability or offer or promise of payment shall be made without the Underwriters' written consent;
- f) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
- g) In the event of damage to the Insured Vehicle which is covered by this insurance, the Underwriters or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
- h) In the event of a claim being settled on a total loss basis,
 - i) Underwriters will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the Insured vehicle, the Certificate of Motor Insurance and any other documents required by them.
 - ii) The remains of the Insured vehicle will become the property of Underwriters for disposal in accordance with the Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.

GENERAL CONDITIONS

- i) The Underwriters shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought;
- j) The Underwriters shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the Document Holder or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.

4) Other Insurance

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will pay only our share of any claim.

5) Arbitration

Where a claim has been accepted but there is disagreement over the amount due, the matter will be referred to an arbitrator agreed by the parties in accordance with statutory provisions. If this occurs, an award must be made before any proceedings can be started against us.

6) Instalment Premiums

- (a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) the Underwriters may at their option deduct all or any part of the sums outstanding between the Document Holder and Finance Company from any claims settlement due in respect of a loss under this Document, provided the sum thereby deducted is paid directly by the Underwriters to the Finance Company.
- (b) Where the Underwriters have agreed to the payment of premium(s) by instalments, if any instalment is not received by the Underwriters on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the Underwriters giving written notice of non payment this Document will be cancelled immediately upon the expiry of such notice.
- (c) Following such cancellation, provided that there have been no claims in the current period of Insurance, the Document Holder will be entitled to a pro-rata return of premium upon receipt of this Document and Certificates of Motor Insurance.
- (d) The Underwriters may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this Document.

7) Replacement Motorcycle

You must notify us immediately if you acquire a replacement motorcycle, otherwise we reserve the right to refuse to make any payment against any claim under this insurance (except so far as is necessary to comply with compulsory motor insurance legislation).

YOU ARE REMINDED THAT; This insurance applies solely to the Insured vehicle detailed in the Schedule.

GENERAL CONDITIONS

- 8) Cooling off Period** This section is applicable to retail customers (as advised by the insurance broker through whom you arranged this insurance) only; Once you have entered into the insurance contract with QBE, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the insurance contract. The duration of this period of reflection is 14 days and commences from either:
The day of conclusion of the insurance contract; or
The day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract, whichever is the later.
You should serve notice of cancellation to the insurance broker through whom you arranged this insurance, at the broker's contact address. You must return the Policy Document, the Certificate(s) of Insurance and Insurance Disc(s), if applicable, and it is a criminal offence for which you can be prosecuted not to do so.
- Charging**
Cancellation within the 14 day cooling off period - £40 or a pro-rata charge based upon the time on risk, whichever is the greater.
- 9) Cancellation** You may cancel this insurance at any time by returning to us your Certificate of Motor Insurance. The cancellation will be effective from the date the Certificate is received by us and the appropriate refund of premium will be calculated on a pro-rata basis less a £40 administration charge. Any refund will be subject to no claim having been made in the period since last renewal.
We, or your authorised broker/intermediary, may cancel this insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records. A pro rata refund of premium for the remainder of the period of insurance will be allowed on receipt of the Certificate of Motor Insurance.
- 10) Personal Contract** This insurance is a personal contract with you and is not transferable for any reason.
- 11) English Law** Unless it has been specifically agreed to the contrary this insurance will be subject to English Law.
- 12) Administration Fees** Underwriters reserve the right to apply a fee for each mid-term amendment carried out on the Insurance in addition to any premium adjustment that results.

GENERAL CONDITIONS

- 13) False Declaration** This Document will be void and of no effect if:
- a) the proposal or declaration is untrue in any material respect.
 - b) the Document Holder makes a claim that is fraudulent or deliberately exaggerated.
 - c) the Document Holder has made a false declaration or statement in support of any such claim.
 - d) the circumstances in which the Document Holder entered into the Insurance are altered without the Underwriters consent.
- 14) Motor Insurance Database** You shall ensure that all vehicle and policy details are notified to the Underwriters within five business days of the effective date for entry on the Motor Insurance Database as required by the relevant Law applicable in Great Britain and Northern Ireland.
- 15) Motor Insurance Database Data Protection** Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID data may be used by the DVLA and DVLI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, and the Motor Insurers' Bureau may search the MID to obtain relevant policy information.
- Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.
- You can find out more about this from us, or at www.mib.org.uk.
- 16) Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Database Data Protection** Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to claim. We will pass information relating to this incident to the registers.
- 17) Data Protection** Your information may be disclosed to agents and service providers appointed by us (such as claims handling agents, approved engineers, and investigative agents). Your information may also be transferred to any country including countries outside the European Economic Area for the purpose of administration.
- Your information may be shared with other members of QBE Insurance Group.
- Information held about you may, with some exceptions, be obtained through application to the appointed Data Controller.

ENDORSEMENTS

The terms, exceptions or conditions of this insurance may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in this insurance to the contrary but are subject otherwise to its terms, exceptions and conditions.

PURPOSE OF USE

- A1 Social, Domestic and Pleasure**
This Insurance does not operate if the Insured vehicle is being used for
- a) purposes other than Social, Domestic and Pleasure purposes and journeys between home and normal place of business (provided business calls are not made on the journey).
 - b) carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for any business purposes.
- A2 Social, Domestic and Pleasure and Limited Business Use by Insured**
This Insurance does not operate if the Insured vehicle is being used for
- a) purposes other than Social, Domestic and Pleasure purposes and by the Insured in person in connection with the business of the Insured or the Insured's employer or partner
 - b) carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for commercial travelling or any purpose in connection with the Motor Trade.
- A4 Social, Domestic and Pleasure and Limited Business Use**
This Insurance does not operate if the Insured vehicle is being used for
- a) purposes other than Social, Domestic and Pleasure purposes and the business of the Insured or the Insured's employer or partner.
 - b) carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for commercial travelling or for any purpose in connection with the Motor Trade.
- A5 Social, Domestic and Pleasure and Business Use**
This Insurance does not operate if the Insured vehicle is being used for
- a) purposes other than Social, Domestic and Pleasure purposes and the business of the Insured or the Insured's employer or partner.
 - b) carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for any purpose in connection with the Motor Trade.
- A6 Named Person(s) for Business Purposes**
This Insurance extends to operate whilst the Insured vehicle is being used in person by the person(s) specified in the Schedule in connection with their business or profession or of their employer or partner, but excluding use for commercial travelling or any purpose in connection with the Motor Trade.
- A7 Social, Domestic and Pleasure excluding Commuting**
This insurance does not operate if the Insured Vehicle is being used for;
- a) purposes other than Social, Domestic and Pleasure only
 - b) journeys between home and the normal place of business or carriage of passengers for hire or reward or hiring racing competitions rallies or trials or for any business purposes.

ENDORSEMENTS

DRIVERS

- B1 Named Driver(s)**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person other than the person(s) as specified in the Schedule.
- B2 Excluded Driver(s)**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule.
- B3 Excluded Drivers Under a Specific Age**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person under the age as specified in the Schedule.
- B4 Excluded Drivers Over a Specific Age**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person over the age as specified in the Schedule.
- B5 Specified Driver(s) Included**
The endorsement applicable under this Insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.
- B6 Excluding Drivers Who Have Not Held a Full Licence for a Specific Period**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the Schedule.

EXCESS

- C1 Damage Excess**
The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition lightning, explosion or by theft or attempt thereat.
- C2 Named Driver(s) Damage Excess**
Whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule the Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereat.
- C75 Fire & Theft Excess**
The excess as specified in Exceptions to Section 2B. Fire & Theft is amended to the amount specified in the Schedule.

ENDORSEMENTS

GENERAL

- AV Agreed Value**
The Market Value of the Insured Vehicle as defined in definition of words is deemed to be the agreed value as described in the schedule.
- D2 Indemnity Amended**
The limit of indemnity of the Section stated in the Schedule is amended to the amount specified in the Schedule.
- D6 Deleted Section(s)**
Any Section or Sub-section of this Insurance as specified in the Schedule is deleted and deemed inoperative.
- D9 Insurance Cancelled**
All benefits of this Insurance are cancelled and deemed to be inoperative as from the date as specified in the Schedule.
- D24 Use In The Republic Of Ireland**
The territorial limits mentioned in your policy are amended to allow your vehicle to be used in the Republic of Ireland with indemnity as if it were in the United Kingdom.
- D67 Restricted Mileage**
It is a condition of this Insurance that the Insured vehicle shall not exceed the mileage specified in the Schedule during any 12 month policy period.
- DDC Drinks/Drugs Clause**
This insurance shall be inoperative except in so far as may be necessary to meet the minimum requirements of the relevant Law whilst the Insured Vehicle is being driven or is for the purpose of being driven in the charge of a person who it is proven to the satisfaction of the Underwriters is under the influence of drink or drugs.
- E1M Protected Bonus**
No Claim Bonus is deemed to be "Protected" as defined in Section 3 (No Claim Bonus).
- E2 Registered Owner**
The Insured vehicle is registered in the name specified in the Schedule.
- GB0 Guaranteed No Claims Bonus**
Your No Claims Bonus will not be prejudiced by any claim made against this policy. Guaranteeing your No Claims Bonus guarantees your No Claims Bonus level it is not a premium protection, this benefit does not guarantee that your premium will not increase at next renewal.
- GRG Warranted Overnight Garaging**
It is a condition of this Insurance that between the hours of 10.00pm and 06.00am (GMT or BST as applicable) that whilst the Insured Vehicle is left unattended and within 500 metres of the Insureds home address or declared garaging address the Insured Vehicle is kept in a properly constructed and locked garage.
- GRM Not Garaged Warranty**
An extra £500 will apply in addition to any excess shown on the schedule for any claim caused by theft or attempted theft if the Insured Vehicle is stolen from the home or garaging address whilst not kept in a properly constructed and locked garage or building.

ENDORSEMENTS

GENERAL

- GXS No Garage Excess**
The excess will be twice the amount shown on the Schedule for any claim caused by Theft of any attempted theft whilst the Insured Vehicle is left unattended and within 500 metres of the Insureds home address or declared garaging address unless the Insured Vehicle is kept in a properly constructed and locked garage.
- IMM Warranted Immobiliser Fitted**
No cover will be effected under Section 2 of this document in respect of theft, attempted theft or fire
- until such time as documentary evidence of an approved security system, as described in your schedule, is received by the Underwriters.
 - unless the security system installed be maintained in efficient working order and shall be activated at all times whilst your motorcycle is unattended other than in a securely locked garage.
- PEC Personal Effects Cover**
We will pay up to £300 for each incident resulting in the loss of or damage to personal effects carried in or on your motorcycle if this is due to an accident, fire, theft or attempt theft.
- The Insurance does not cover:- Money, credit/charge cards, stamps, tickets, jewellery, compact discs, cassettes, cameras, digital video discs, documents or securities. Mobile telephones, office &/or business equipment, trade goods or samples. Computer &/or their components &/or their attachments and portable electronic equipment. Property insured under any other insurance. Theft of property from an unattended vehicle unless stored in locked luggage compartments.
- SEC Warranted Security Fitted**
No cover will apply under Section 2 of this document in respect of theft or attempted theft unless the Insured Vehicle has been secured by a Sold Secure or Thatcham approved lock or padlocked chain or attached to a Ground Anchor by a Sold Secure or Thatcham approved lock or padlocked chain.
- SGA Ground Anchor Warranty**
No cover will apply under Section 2 of this document in respect of theft or attempted theft from the declared garaging address unless the vehicle has been attached to a ground anchor by a Sold Secure or Thatcham approved lock or padlock chain.

ENDORSEMENTS

GENERAL

- TMC Trailer Cover**
- Section 1 (Liability to Others) of this Insurance also applies while any Trailer or Caravan is being towed by the Insured Vehicle (other than for hire or reward).
- Section 2 (Loss or Damage to Your Vehicle) of this Insurance is extended to include up to £1500 trailer cover whilst the trailer is attached to or detached and within 100 metres of the Insured Vehicle. The Underwriters shall not be liable to pay the first £100 for each claim arising under this cover.

- TRK Theft/Attempted Theft Excluded until proof of Tracker received**
- Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the cover provided under Section 2 in respect of theft or attempted theft damage shall not apply unless your vehicle has been fitted with a vehicle locating system which is set in full and effective operation.

In the event of a claim arising for theft or attempted theft damage, you must provide documentary evidence of a fully operational vehicle locating system being in place at the time of the incident in order for the cover provided under Section 2 in respect of theft or attempted theft to apply.

INSTRUCTIONS IN THE EVENT OF AN ACCIDENT

To comply with the Road Traffic Acts, a rider involved in an accident must **STOP** and:

EITHER give his/her and the vehicle owner's name and address, and the registration number of the vehicle to any person having reasonable grounds for requiring them. If the accident involves death or injury, the Certificate of Motor Insurance must also be produced.

OR, if this is not done, report the accident to a police constable, or to a police station, as soon as possible, and in any case within 24 hours. If the accident involves death or injury and the Certificate of Motor Insurance is not produced at the time, it must be produced to the police station in the same period of 24 hours.

In your own interest, it will be helpful if the following steps are also taken:

- 1 obtain the names and addresses of as many witnesses as possible.
- 2 make careful notes and take measurements of any SKID marks of your own and of any other vehicle involved.
- 3 record the position in the road of your vehicle and of any other vehicle involved.
- 4 try to get a police constable to attend the scene of the incident and record his number.
- 5 do **NOT** make any admission of liability; do **NOT** give or offer money to an injured person or to any other person involved in the accident.
- 6 if your vehicle is damaged **AND IS UNSAFE TO RIDE**, have the vehicle moved to the nearest garage. The cost of this is covered under your insurance **PROVIDED** the insurance covers Accidental Damage.
- 7 notify the accident immediately (however trivial), complete a claim form and forward, together with estimates for repairs to your vehicle from two independent garages (if your insurance covers Accidental Damage), to your broker/agent **OR** to the following address:

QBE Insurance (Europe) Limited
One Coval Wells
Chelmsford
Essex
CM1 1WZ

Tel: 0800 1001 012

COMPLAINTS PROCEDURE

COMPLAINTS PROCEDURE

Our aim is to provide an efficient service to our Document holders. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. Similarly, if you have any questions or concerns about this document or the handling of a claim which cannot be resolved by reference to your broker/intermediary please contact us at the address shown below, quoting your policy number and the name of your broker:-

**The Managing Director, Motor
QBE Insurance (Europe) Limited
One Coval Wells
Chelmsford
Essex
CM1 1WZ**

**Tel: 01245 272 700
Fax: 01245 272 701
Web: QBEurope.com/motor**

A copy of our Complaint Handling Procedures will be provided upon request.

If you are not satisfied with the way in which a complaint has been dealt with and are an eligible complainant, you may ask the Financial Ombudsman Service to review your case. Eligible complainants are a private policyholder, a commercial policyholder or charity with a turnover under £1m, or a trust with assets under £1m. Please contact the following, quoting your policy number and the name of your broker:-

**Financial Ombudsman Service
South Key Plaza
183 Marsh Wall
London
E14 9SR**

**Tel: 0845 080 1800
Fax: 0207 964 1001
Email: complaint.info@financial-ombudsman.org.uk**

Compensation - You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should QBE Insurance (Europe) Limited be unable to meet its liabilities under this policy. Further information about the compensation scheme is available from the FSCS Information can be obtained on request, or by visiting the Financial Services compensation Scheme website at www.fscs.org.uk