



# To report a claim, call 0344 381 4410

**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

More information about legal cover can be found at: [www.adrianflux.co.uk/legal-expenses](http://www.adrianflux.co.uk/legal-expenses)  
Our claimsline handlers will discuss your legal cover with you.

## 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](http://www.insurancefraudbureau.org/report)

Relax. We've got you covered  
Please read and keep it safe

# Premier Bike Policy

Your  
accident  
card is  
inside

## **Important**

Please report all accidents to us immediately on 0800 678 999  
so we can tell you what to do next and help resolve any claim





# Introducing Premier Bike from Aviva

Thank **you** for choosing Premier Bike from Aviva, the motorcycle insurance policy that gives **you** all **you** need – and the option of that little bit more!

**You** now have the reassurance of knowing that **you** are protected by one of the UKs top motorcycle insurers.

An insurer who looks after **you** when **you** need it. An insurer who helps **you** when **you** are out there by the roadside, and after the event with fast settlement of your claim.

With Aviva **you** are in safe hands.

## Customers with Disabilities

This policy is also available in large print, audio and Braille. If **you** require any of these formats please contact your insurance adviser.

# Clubline from Aviva

## Important

- Please report all accidents to **us** immediately on 0800 678 999 so **we** can tell **you** what to do next and help resolve any claim

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim
- For Breakdown Assistance (Bike Gold policyholders only)

For our joint protection telephone calls may be recorded and/or monitored

## Your Accident Card

Get back on the road, fast. Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

### 0800 678 999

(Lines open 24 hours a day, 7 days a week)

Calls may be recorded and/or monitored.



## Accident card

**We** recommend **you** carry this card with **you** in your purse or wallet for use if **you** are involved in an incident covered by your insurance.

## Third Party Accident Card

Our driver is insured by AVIVA, the UK's largest insurer.

Please call us to discuss your accident.

### 0800 678 999

(Lines open 24 hours a day, 7 days a week)

Calls may be recorded and/or monitored.



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# Welcome to Premier Bike

and automatic membership of our exclusive club benefits

Welcome to Premier Bike from Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen.

Choosing Premier Bike gives **you** access to the exclusive Clubline claims service **0800 678999**.

**You** can increase your cover using the options available with Premier Bike.

## Why Clubline is good for you

Clubline is a freephone number, offering help and assistance in the United Kingdom, Northern Ireland, Channel Islands and the Isle of Man, operating 24 hours a day, 365 days of the year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

## If you need to claim

Simply phone the Clubline and a Club Personal Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- whether your policy covers **you** for the incident
  - Please report all accidents to **us** immediately on 0800 678 999 so **we** can tell **you** what to do next and help resolve any claim
  - immediate claim reporting also allows **us** to manage our costs which helps keep premiums down
  - if **you** receive any contact from another party in relation to your claim please re-direct this to **us** and **we** will handle it on your behalf
- any **excess** that **you** will have to pay
- all the steps involved in the process of making a claim.

### Next...

**You** will be sent a statement of fact and contacted by your Personal Incident Manager to confirm the details that **you** have already provided to Clubline.

All **you** need to do is add any relevant information, check and sign it.

It's never been easier!

### The practicalities

If **you** are involved in an accident, phone Clubline and if the incident is covered **we** will arrange for:

- **your motorcycle** to be recovered
- A safe passage home for **you** and your passengers
- Your Personal Incident Manager to talk **you** through the claims process.

If the incident is not covered under your policy **we** can still arrange to assist **you**. However, a charge will be made.

If **you** have selected Bike Gold cover as indicated in your **schedule**, and **you** require Breakdown Assistance, again call the Clubline and **we** will arrange for RAC to be with **you** as soon as possible.

### Important

When telephoning Clubline, please, try to have your policy number ready (as shown in your **schedule**). This will enable your Personal Incident Manager to find your records quickly and provide the level of service that **you** expect. For our joint protection, calls may be recorded and/or monitored.

Please ask your insurance adviser for our 'Driving on the Continent' booklet which contains information on riding abroad and what to do in the event of an accident abroad.



# Welcome to Premier Bike Continued

## Key benefits

- New replacement **motorcycle** in the event of **theft** or severe damage if **your motorcycle** is less than 6 months old
- Use of our Select Repairer service. **We** will book **your motorcycle** into an **approved repairer** and guarantee any repairs for three years
- Access to our Clubline – a 24 hour emergency claims line
- Cover for up to three additional **motorcycles**, as well as your main **motorcycle**, on one policy either free of charge or at reduced rates depending on **motorcycle** value

- Protected NCD available subject to criteria
- Automatic cover within the **territorial limits**
- Security discounts available.

## Increasing your cover

The levels of cover provided are shown in the Policy Cover Index on page 15.

**You** may also wish to take advantage of two other upgrade options available under Premier Bike to give **you** all-round protection. See page 7.

# Premier Bike from Aviva

## Optional extras

- Bike Gold
- Personal Gold

## Bike Gold

Bike Gold can give **you** all-round protection.

For an additional premium on any level of cover, even Third Party Only, **you** can get the full RAC rescue service. This is a significant saving compared with buying breakdown cover separately.

The RAC rescue package includes:

- Roadside assistance if **your motorcycle** breaks down
- Onward transportation for **you**, your passenger and **your motorcycle**
- Home start assistance if **your motorcycle** won't start outside your home
- Roadside breakdown assistance up to a limit of £175 across the **territorial limits**.

## Personal Gold

Personal Gold covers your personal possessions, such as helmet, gloves, boots and other items of clothing that might be damaged in an accident or stolen with **your motorcycle**. The most **we** will pay for any one incident is £250

Personal Gold also gives **you** £10,000 cover for death, **loss of any limb** or sight or permanent total disablement as the result of an accident. Personal Gold is available for an additional premium if **you** have selected Comprehensive cover as indicated in your **schedule**.

# Motorcycles and the Law

## Provisional moped licence

**You** must be at least sixteen years old and hold a valid CBT certificate. **You** may ride a moped with L-plates.

## Full moped licence

**You** must be at least sixteen years old and have passed both Theory and Practical tests. **You** can ride a moped. If **you** are over seventeen years old, **you** may also ride a learner **motorcycle** (up to 125cc) with L-plates.

## Provisional licence with motorcycle entitlement

**You** must be at least seventeen years old and hold a valid CBT certificate. **You** can ride a learner **motorcycle** (up to 125cc) with L-plates. A licence is only valid for two years.

## Light motorcycle licence

**You** must have passed the Theory test and the Practical test on a **motorcycle** between 75cc and 125cc. **You** are allowed to ride **motorcycles** up to 125cc and power output up to 11kW (15BHP).

## Standard motorcycle licence

**You** must have passed the Theory test and the Practical test on a **motorcycle** between 120cc and 125cc. For the first two years from the date of the issue of the licence, **you** are allowed to ride **motorcycles** up to 25kW (33BHP) or a power/weight ratio not exceeding 0.16kW/kg. After two years, **you** may ride any **motorcycle**.

### Direct and Accelerated access

These programmes allow riders over twenty-one years old or those who reach twenty-one during the two year limit to take the test and ride on more powerful machines and, under adequate supervision, to learn on these larger machines. If in doubt, **you** should consult Department of Transport regulations.

### Automatics

Riders who have passed the test on automatic or semi-automatic **motorcycles** are only licensed to ride those machines.

### Car licence

Holders of a full car licence obtained prior to 1 February 2001 are automatically entitled to ride a moped without L-plates. Holders of a full car licence obtained since 1 February 2001 are entitled to ride a moped without L-plates after completing CBT. They also have provisional entitlement to ride a learner **motorcycle** (up to 125cc) with L-plates after completing CBT.

Your insurance adviser will be able to help if **you** are uncertain about your entitlement, but it is your responsibility to make sure **you** have the appropriate licence for the **motorcycle you** wish to insure.

# Your Aviva Policy

## The Contract of Insurance

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

The following elements form the contract of insurance between **you** and **us**; please read them and keep them safe:

- Policy booklet
- Information contained on your application and/or statement of fact document issued by **us**
- Schedule**
- Any **clauses** as shown on your **schedule**
- Certificate of motor insurance**
- Changes to your policy contained in notice issued by **us** at renewal

In return for **you** paying your premium, **we** will provide the cover shown in the **schedule** for any accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

## Choice of law

The law of England and Wales will apply to this contract unless:

1. You and **us** agree otherwise; or
2. At the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover.

To exercise your right to cancel please contact your insurance adviser, at the address shown in your **schedule**.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

**You** must also return your **certificate of motor insurance** immediately following cancellation.

### Administration charge

**We** reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax

where applicable) for any adjustments **you** make to your policy. However, this does not apply when upgrading to Bike Gold or Personal Gold mid-term.

### Additional Covers - Refund of Premiums

If **you** have purchased additional cover options with this policy, a refund may not be available on those additional covers unless your insurance has not commenced, or **you** remove these or cancel within the 14 day statutory period.

### Changes we need to know about

Please tell us immediately you become aware of:

- Any changes to your circumstances which may affect this insurance or;
- Any other facts noted within the Statement of Fact and your **schedule** issued by **us** – for example, a change to the people to be insured, motoring convictions for any of the people to be insured, a change of **motorcycle**, any **motorcycle** modifications, conversion or a change in the way that the **motorcycle** is used.

# Definitions

Wherever the following words or phrases appear in bold they will have the meaning described below:

## Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a **motorcycle**. These include radios that form an integral part of **your motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**.

## Approved Repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your motorcycle**.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your motorcycle** on a road or other public place. It shows who can ride **your motorcycle** and what **you** can use it for and whether **you** are allowed to ride other **motorcycles**.

The certificate of motor insurance does not show the cover **you** have.

## Clause

Changes in the terms of your policy. These are shown in your **schedule**.

## Excess

The amount **you** will have to pay towards any claim.

## Fire

Fire, self-ignition, lightning and explosion.

## Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required by law to ride in that country.

## Ignition Keys

Any key, device or code used by **you** to secure and enable **your motorcycle** to be started and ridden.

## Loss of any Limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

### Market value

The cost of replacing **your motorcycle** with one of the same make, model, specification and condition.

### Motorcycle

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. 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 apart shall also be classed as a motorcycle.

### Period of insurance

The period of time covered by this policy as shown in the **schedule** or until cancelled. Each renewal represents the start of a new period of insurance.

### Permitted riders

Any person permitted to ride as described under the section of your **certificate of motor insurance** headed "Persons or classes of Persons entitled to drive".

### Road Traffic Acts

Any Acts, Laws or Regulations, which govern the riding or use of any motorcycle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Schedule

The document which gives details of the cover **you** have.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).



## Definitions Continued

### Theft

Theft, attempted theft, or taking **your motorcycle** without your consent.

### The insured/you/policyholder

The policyholder named in the **schedule**.

### We/Us

Aviva Insurance UK Limited, except where otherwise shown for any policy section.

### Your motorcycle

Any **motorcycle** described in the **schedule** and any other **motorcycle** for which the details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** and remains effective.

### Your Partner

The husband or wife of the **policyholder**, or the **policyholder's** domestic or civil partner living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

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# Cover for your Motorcycle

## Section 1

### Loss of or damage to your motorcycle

If **your motorcycle** is lost, stolen or damaged, **we** will:

- pay for **your motorcycle** to be repaired; or
- replace **your motorcycle**; or
- pay **you** a cash amount equal to the loss or damage.

**We** may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

- **accessories**
- spare parts relating to **your motorcycle** while these are on **your motorcycle**.

The most **we** will pay will be the **market value** of **your motorcycle** at the time of the loss.

If **we** know that **you** are still paying for **your motorcycle** under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

## Accident recovery

If **your motorcycle** is disabled through loss or damage insured under this policy **we** will pay:

- the reasonable cost of protection and removal to the nearest repairers
- the reasonable cost of delivery to **you** after repair but not exceeding the reasonable cost of transporting **your motorcycle** to your address in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

(1) In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

**We** can arrange for the protection and removal of **your motorcycle** to a **motorcycle** repairer through RAC. In the event of an accident as noted above, ring the Clubline (this service also applies when an accident occurs in the Republic of Ireland – ring **(0044) 161 866 4114**). If **you** take advantage of this facility RAC will arrange for the following at no additional cost:

- the arrival of help wherever **you** are stranded. If **your motorcycle** cannot be made roadworthy immediately it

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

will be taken to a repairer of your choice, or to your home address, or to our nearest **approved repairer** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- the rider, passengers and baggage to be transported to your intended destination or home address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- the onward transmission of any messages on your behalf to a member of your family or friends.

The above services provided by RAC apply if your policy cover is Comprehensive, or Third Party Fire and Theft when loss or damage is caused directly by **fire** or **theft**.

The arrangement with RAC does not, however, include delivery of **your motorcycle** to **you** after repair. The cost of this is recoverable as part of your claim if you have selected Comprehensive or Third Party, Fire and Theft cover and the delivery is necessary following an incident insured under the policy.

## (2) In the rest of the **Territorial Limits**

The protection and removal of **your motorcycle** following an accident can also be arranged through RAC. If the incident is

covered under the policy **you** will not be charged. Otherwise, RAC can provide assistance but a charge will be made.

**You** will need to ring the appropriate telephone number indicated under the optional Bike Gold section of the policy (Section 6).

RAC will arrange the following:

- the arrival of help wherever **you** are stranded. If **your motorcycle** cannot be made roadworthy immediately it will be taken to a nearby garage where **you** can arrange for repairs to be made
- repatriation of **your motorcycle** to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your motorcycle** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your motorcycle**.

In providing accident recovery assistance RAC employees and contractors will use reasonable care and skill when providing the service. RAC can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

# Cover for your Motorcycle Continued

## New motorcycle replacement

We will replace **your motorcycle** with a new **motorcycle** of the same make, model and specification (if one is available in the UK) if, within 6 months of purchase new by **you** or **your partner**:

- the cost of repairing any damage covered by the policy is more than 70% of the **motorcycle's** UK list price (including **motorcycle** tax and VAT) when **you** or **your partner** bought the **motorcycle**; or
- **your motorcycle** is stolen and not recovered.

We will only replace **your motorcycle** if:

- **you** or **your partner** own **your motorcycle** or are buying it under a hire purchase agreement where ownership passes to **you** or **your partner** and the Financing Company agrees; and

- **you** or **your partner** are the first registered keeper of **your motorcycle**, or **you** or **your partner** are the second registered keepers of **your motorcycle**, if **your motorcycle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by **you** or **your partner**, the mileage of **your motorcycle** was less than 250 miles.

**Motorcycle's** sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

## Excesses

If **your motorcycle** is lost, stolen or damaged, **you** are responsible for paying the **excess** shown in your **schedule**, no matter how the loss or damage happened.

Motorcycle Group Rating	Amount
1 to 4	£100
5 to 9	£150
10 to 13	£175
14 to 16	£250
17	£500

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

For details of the group rating of **your motorcycle** please refer to your **schedule**.

The **excess** shown will apply as well as any other **excess** that may apply.

### Uninsured Driver Promise

If the rider of **your motorcycle** is involved in an accident caused by an uninsured motorist, **we** will refund the cost of any **excess you** have had to pay. **You** must provide:

- the vehicle registration and the make/model of the vehicle; and
- the driver's details

This promise only applies where the rider of **your motorcycle** was not at fault for the accident.

### Exclusions to Section 1 of your policy

**We** will not pay for:

1. *loss of use, wear and tear, depreciation*
2. *damage to tyres caused by braking or by punctures, cuts or bursts*
3. *loss of or damage to **accessories** and spare parts by **theft** if **your motorcycle** is not stolen at the same time*
4. *loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
5. *loss or damage to helmets and protective clothing*
6. *loss of value following repair*
7. *loss or damage arising from **theft** whilst the **ignition keys** of **your motorcycle** have been left in or on **your motorcycle***
8. *loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.*

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

# Cover for your Motorcycle Continued

## Section 2 Your liability

### Your liability to third parties

**We** will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

- (a) another person's death or injury
- (b) damage to another person's property up to a maximum amount of £20,000,000 (excluding that person's costs and expenses and any other costs and expenses) and up to £5,000,000 for that person's costs and expenses and any other costs and expenses incurred with our written consent in relation to damage to that person's property as a result of an accident caused by:
  - **your motorcycle**
  - any trailer while it is being towed by **your motorcycle**.

## Riding other motorcycles

**We** will insure **you** while **you** are riding any other **motorcycle** within the **territorial limits** providing:

- that **motorcycle** does not belong to **you** or is not hired to **you** under a hire purchase agreement
- **you** are aged 25 or above at the commencement, or renewal, of the policy
- **you** have comprehensive cover as indicated in your **schedule**
- the policy is not in the name of a company or partnership
- your **certificate of motor insurance** shows that **you** are insured to ride that **motorcycle**

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

### Liability of other persons riding or using your motorcycle

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- any person **you** give permission to ride **your motorcycle** provided that your **certificate of motor insurance** allows that person to ride **your motorcycle**
- any person **you** give permission to use (but not ride) **your motorcycle** but only while using it for social, domestic or pleasure purposes.
- any passenger travelling on or getting on or off **your motorcycle** or any passenger travelling in or getting in or out of your sidecar.
- The employer or business partner of the person using any **motorcycle** for which cover is provided under this section while the **motorcycle** is being used for business purposes as long as your **certificate of motor insurance** allows business use. This does not apply if:

- the **motorcycle** belongs to or is hired by such employer or business partner
- the insured is a corporate body or firm
- the owner of **your motorcycle** providing that the owner cannot claim under any other policy.

### Legal personal representatives

In the event of the death of anyone who is insured under this section, **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.



# Cover for your Motorcycle Continued

## Legal costs

If **you** are involved in an accident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section:

- at a Coroner's inquest;
- fatal accident enquiry;
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

**We** will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence);
- appeals.

## Duty of Care – driving at work, legal costs

**We** will pay:

- your legal fees and expenses incurred with our written consent for defending proceedings including appeals;

- costs of prosecution awarded against **you** arising from any health and safety inquiry or criminal proceedings for any breach of the:

1. Health and Safety at Work etc. Act 1974;
2. Health and Safety at Work (Northern Ireland) Order 1978;
3. Corporate Manslaughter and Corporate Homicide Act 2007.

**We** will not provide indemnity:

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with any business;
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or trailer in circumstances where compulsory insurance or security is required by the **Road Traffic Acts**;

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

3. in respect of proceedings which result from any deliberate act or omission by **you**;
4. where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs are:

- Health and Safety at Work etc. Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 - £100,000
- Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited

### **Exclusions to Section 2 of your policy**

**We** will not pay for:

1. *any claim if any person insured under this section does not keep to the terms, exclusions and conditions of this policy. The cover will also not apply if the insured person can claim under another policy*
2. *death or injury to any employee of the insured person which arises out of or in the course of that employees duties, unless **we** must provide cover under the **Road Traffic Acts***

3. *any claim, if the claim relates to loss or damage to property that belongs to or is in the care of anyone insured under this policy*
4. *damage to any **motorcycle** covered by this section*
5. *loss, damage, injury or death whilst any **motorcycle** is being used on:*
  - *that part of an aerodrome or airport which is used for aircraft taking off or landing;*
  - *aircraft parking areas including service roads;*
  - *ground equipment parking areas; or*
  - *any parts of passenger terminals within the Customs examination area;*

Unless **we** must provide cover under the **Road Traffic Acts**.

#### **Important**

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

## Cover for your Motorcycle Continued

6. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except that **we** must provide cover under the **Road Traffic Acts**:

a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence

and/or

- 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, chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes

b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or

such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.

**Important**

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

7) *Loss, damage injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.*

*For the purposes of this Exclusion, pollution or contamination means all pollution or contamination of buildings or other structures on water or land or the atmosphere.*

### Section 3 Emergency treatment

**We** will reimburse any person using **your motorcycle** for payments made under the **Road Traffic Acts** for emergency medical treatment.

A claim solely under this section will not affect your no claims discount.

### Section 4 Continental use – compulsory insurance requirements

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

## Cover for your Motorcycle Continued

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

- **your motorcycle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of **your motorcycle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- transit between countries within the **territorial limits**
- reimbursement of any customs duty **you** may have to pay on **your motorcycle** after it's temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your motorcycle** which is covered under Section 1 - Loss of or Damage to Your Motorcycle

- General Average contributions, Salvage, Sue and Labour charges while **your motorcycle** is being transported by sea between any countries within the **territorial limits**, provided that loss or damage to **your motorcycle** is covered under Section 1 of this policy.

### If you take your motorcycle abroad

All countries have agreed that a **Green Card** is not necessary for cross border travel. Your **certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the minimum compulsory insurance of motor vehicles in any of these countries that **you** visit.

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

If, however, **you** contact your insurance adviser at least two weeks before departure, he/she will be able to provide **you** with our 'Driving on the Continent' booklet. This booklet contains useful information on driving abroad, what to do and who to contact in the event of an accident and statements in the main European languages for presentation to the police or other officials confirming that **you** have valid insurance to ride in their countries.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain countries on request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required.

## Section 5 No Claim Discount

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where **you** have made a claim, **we** may reduce your no claim discount in line with the scale **we** apply at that time.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount except where **we** can recover all sums **we** have paid from those responsible, unless:

- the accident was not your fault and the driver who caused it was uninsured
- **you** have protected your no claim discount as shown in your **schedule**

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

**We** do not grant no claim discount for policies running for less than twelve months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

# Cover for your Motorcycle Continued

## Section 6 Bike Gold

Cover under this section is provided by RAC.

This section operates if **you** have selected Bike Gold cover as indicated in your **schedule**.

### (1) Breakdown cover in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

The following cover is provided in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man by RAC for **you** or any **permitted rider**.

If **your motorcycle** or a trailer being towed by it breaks down, ring the Clubline. RAC will arrange for the following at no additional cost:

- someone to come out and help. If **your motorcycle** cannot be repaired immediately it will be taken to a nearby garage or a closer one of your choice where **you** can arrange for repairs to be made

- onward transportation, if **your motorcycle** is away from home and cannot be repaired within a reasonable time. This will apply to the **permitted rider, your motorcycle**, any passengers and any trailer on tow at the time, to the destination of the **permitted rider's** choice, in one non-stop journey. This facility may also be provided if the rider falls ill and there are no passengers that can ride **your motorcycle** so that the journey cannot be completed. In these circumstances it will be at the discretion of RAC whether this service is offered. Some form of medical certification will be required
- assistance if **your motorcycle** will not start while parked at home. If **your motorcycle** cannot be repaired immediately it will be taken to a nearby garage.

### (2) Breakdown cover in the rest of the Territorial Limits

The following cover is provided by RAC in the **territorial limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for **you** or any **permitted rider**.

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

If **we** have agreed to an extension of the **territorial limits**, the breakdown cover outlined above is extended to apply to these countries, but only for the period that **we** have agreed to extend such **territorial limits**.

If **your motorcycle** or a trailer being towed by it breaks down, RAC will arrange for the following:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts). If **your motorcycle** cannot be repaired immediately it will be taken to a nearby garage. In the event of breakdown **we** will pay either:
  - a contribution towards labour charges if it is possible to repair **your motorcycle** to enable **you** to continue your journey on the same day, or
  - inspection fees to confirm **your motorcycle** cannot be repaired by your return travel date
- onward transportation, if **your motorcycle** is away from home and cannot be repaired within a reasonable time. This will apply to the rider, **your motorcycle**, any passengers and any trailer on tow at the time, to the destination of the rider's choice, in one non-stop journey
- repatriation of **your motorcycle** to your home address or your nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **your motorcycle** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your motorcycle**
- passing an urgent message from our control centre to your relatives or a close business colleague if **your motorcycle** cannot be moved as it has broken down, been in an accident, damaged by **fire** or **theft**

**Important**

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.



## Cover for your Motorcycle Continued

- if **your motorcycle** cannot be reasonably repaired as a result of **fire** or **theft** which has happened abroad during the journey and it has to be scrapped under Customs supervision in the country where it is situated, or it has been stolen abroad during the journey and has not been found, **we** will pay indemnity against Continental or Irish Customs claims for any liability for duty claimed. This does not include any import duties that do not relate to **your motorcycle**.

Whilst **you** are abroad RAC may, at its discretion, offer **you** or any **permitted rider**:

- overnight accommodation expenses for the **permitted rider** and passengers up to £35 per person per day, subject to an overall maximum of £105 in total. This does not include, however, the costs of meals or drinks
- if **you** are intending to camp but your tent is stolen or accidentally damaged so that **you** cannot use it, **we** will pay up to £35 per person each day towards accommodation expenses to a total of £105 or, in certain circumstances, authorise the cost of a replacement tent. This does not include any damage to your tent

caused by weather conditions, or any costs if your tent was stolen and **you** do not get a police report.

Breakdown and accident assistance will not cover:

- the cost of any ferry crossings or toll charges
- the cost of recovery of **your motorcycle** if it is stuck in water, a bog, a ditch or on a beach or it has been overturned unless this forms part of a claim under Section 1 of the policy
- the cost of spare parts, petrol, oil, **ignition keys** or other materials and garage labour
- any **motorcycle** that cannot be recovered by normal trailers or transporters
- breakdown cover due to lack of oil or water, frost damage, rust or corrosion, unserviceable/unroadworthy tyres
- any costs arising from an accident not reported to our control centre
- the cost of any meals or any other extra hotel costs
- any **motorcycle** which is carrying a dangerous or illegal load.

### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

In providing breakdown assistance RAC employees and contractors will use reasonable care and skill when providing the service. RAC can, however, cancel services or refuse to provide them if, in their opinion the demands made are excessive, unreasonable or impractical.

**We** will provide emergency assistance by one of our contractors in the event of **motorcycle** breakdown, accident, **fire** or **theft**, or when the only qualified rider is unfit to ride. This cover applies in any country within the **territorial limits** or any other country where **we** have agreed to an extension of cover and have issued **you** with a **Green Card**.

Every effort is made to ensure a quality service is provided in Eastern European countries but this may not necessarily be the same standard as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. **You** should also be aware that unleaded fuel may not be widely available.

Remember: Always carry all documentation when riding and never leave in, or on, an unattended **motorcycle**.

### Telephone Numbers

If **you** are unfortunate enough to require Breakdown & Accident Assistance, please use these telephone numbers:

Calls from outside the UK:

**(00 44) 161 866 4114**

Calls from within the UK:

**0800 678 999**

Once your details have been taken, one of our Incident Managers will ring **you** back, if possible, and explain the appropriate action for your circumstance.

#### Important

Please report all accidents to us immediately on 0800 678 999 so we can tell you what to do next and help resolve any claim.

# Cover for your Motorcycle Continued

## Section 7 Personal Gold

This section operates if **you** have selected Personal Gold cover as indicated in your **schedule**.

### Personal Accident – Definitions

#### Accidental injury

This does not include any sickness, disease or medical disorder.

#### Loss of any Limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

#### Loss of sight

Permanent and total loss of sight.

#### Permanent total disablement

Permanent and total disablement (other than loss of sight or loss of limbs) which prevents **you** or any **permitted rider** from following any profession or occupation.

**We** will pay £10,000 if, in direct connection with **your motorcycle**, **you** or any **permitted rider** suffer accidental injury which is the sole cause of:

- death, or
- irrecoverable **loss of sight** in one or both eyes, or
- **loss of any limb** which occurs within 2 years of the injury from which the claim arises
- permanent total disablement.

**We** will pay for **permanent total disablement** only when the disablement has lasted for 2 consecutive years and has been certified as permanent by a medical referee.

The most **we** will pay during any one **period of insurance** is £10,000. If **you** or any **permitted rider** have other policies with **us** in respect of any other **motorcycle** or **motorcycles we** will only pay compensation for injuries under one policy.

**We** will not pay for accidental injury caused by or resulting from:

- suicide or intentional self-injury
- intoxicating liquor or drugs taken by **you** or any **permitted rider** (except drugs taken under medical supervision but not for the treatment of drug addiction)
- any physical defect, infirmity, medical condition or chronic or recurring sickness which existed at or prior to the commencement of this cover
- pregnancy, childbirth, miscarriage or abortion.

### **Personal Effects**

Where a crash helmet, clothing or personal effects are lost or damaged as a result of an incident where there is a claim for loss or damage under Section 1 of the policy **we** will pay you or any **permitted rider** up to £250.

**We** will not pay for:

- money, stamps, tickets, documents or securities
- goods or samples carried in connection with any trade or business.

# General Exclusions

General exclusions apply to the whole of your Aviva policy.

**We** will not pay for:

1. Any accident, injury, loss or damage while any **motorcycle** that is insured under this policy is being:
  - (a) used otherwise than for the purposes described under the "Limitations as to use" section of your **certificate of motor insurance**
  - (b) ridden by or is in the charge of any person for the purposes of being ridden who;
    - i. is not described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to ride'; or
    - ii. does not have a valid and current licence to ride **your motorcycle**
  - (c) is not complying with the terms and conditions of the licence; or
  - (d) does not have the appropriate licence for the type of **motorcycle**

**We** will not withdraw this cover,

- i. while **your motorcycle** is in the custody or control of;
    - a member of the motor trade for the purposes of maintenance or repair, or
    - an employee of a hotel or restaurant or vehicle parking service for the purpose of parking **your motorcycle**.
  - ii. if the injury, loss or damage was caused as a result of the **theft** of **your motorcycle**.
  - iii. by reason of the person riding not having a driving licence, if **you** had no knowledge of such deficiency.
2. Any liability **you** have agreed to take on except to the extent **you** would have had if that agreement did not exist.
  3. (a) Loss or destruction of, or damage to, any property, or any associated loss or expense or any other loss; or  
(b) any legal liability:

that is directly or indirectly caused by, contributed to by or arising from:

- i. ionising radiations 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 thereof.
4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
- (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above  
except so far as is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, injury, loss or damage if **your motorcycle** is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# General Conditions

General conditions apply to the whole of your Aviva policy.

## Claims procedure

1. **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

If **you** receive any contact from another party in relation to your claim, please re-direct this to **us** and **we** will manage it on your behalf.

**You** or anyone acting on your behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **we** want to, **we** can take over and conduct in your name, or that of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

3. **You** must notify the Police as soon as reasonably possible if **your motorcycle** is lost, stolen or broken into.

## Cancelling this policy

4. Following the expiry of your statutory cooling off period, **you** continue to have the right to cancel your policy at any time during its term. If **you** wish to cancel, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** received cover and there will also be an additional charge of up to £10 (subject to Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

**You** must also return your **certificate of motor insurance** immediately following cancellation.

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy by sending 7 days notice to your last known address. **You** will be entitled to a refund of premium paid subject to a deduction for the time for which **you** have been covered.

If **you** do not pay the premium (or any part of the premium under the payment option **you** have chosen) by the due date, **we** may cancel this policy with effect from the end of the last period for which a payment has been made. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable)

### Other insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section 2 - Your Liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

### Your duty to prevent loss or damage

6. **You** shall at all times take all reasonable steps to safeguard **your motorcycle** from loss or damage. **You** shall maintain **your motorcycle** in a roadworthy condition.

**You** will allow **us** to have, free access to examine **your motorcycle** at all times.

### Arbitration

7. Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.



## General Conditions Continued

### Your duty to comply with policy conditions

8. Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

### Fraud

9. If any claim is in any way fraudulent or if **you** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, **you** will lose your benefits under this policy.

### Payments made under compulsory insurance regulations and rights of recovery

10. If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

### Direct right of access

11. Third parties may contact **us** directly in the event of an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

### Monthly premiums

12. If **you** have chosen to pay monthly premiums, **you** must pay the first two monthly premiums by the date the insurance starts. If **you** do not pay the first premium **we** may cancel this policy with effect from the start date. **You** must pay one monthly premium on the same day of each month, starting in month two and ending in month eleven. When the policy is renewed **you** must pay one premium a month. If **you** do not pay a monthly payment on the date that it is due, this will give **us** the right to cancel this policy

from the date the premium was due to be paid. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £10 (subject to Insurance Premium Tax where applicable).

If **you** pay the monthly premiums **we** will provide one month's cover for each monthly premium **you** pay.

#### Your duty to disclose information

13. It is your responsibility to provide complete and accurate answers to the questions **we** ask when **you** take out your insurance policy, throughout the life of your policy, and when **you** renew your insurance.

Please note that if **you** fail to disclose any material information to your insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

# Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all of our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- **We** will acknowledge your complaint within 2 working days of receipt
- **We** aim to resolve complaints, following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do should you be dissatisfied

If **you** are dissatisfied with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting your insurance adviser or usual Aviva point of contact.

You can write to or telephone **us**, whichever suits **you** and ask your contact to review the problem.

If **you** remain unhappy with the decision **you** receive, **you** may write to the Chief Executive UK Insurance, Aviva, PO Box 6, Surrey Street, Norwich NR1 3NS.

If **you** are dissatisfied with our final decision (from the Chief Executive Officer), **you** can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when **we** write in response to your complaint.

Whilst **we** are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to:

**Financial Services Compensation  
Scheme  
7th floor  
Lloyds Chambers  
Portsoken Street  
London E1 8BN**

## Telephone taping

For our joint protection telephone calls may be recorded and/or monitored.



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