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
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

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

AVIVA

Motor Claims Helpline 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 (for **policyholders** who have purchased Bike Gold)

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

Accident Card

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.

AVIVA

Third Party Accident Card

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

Please call **us** to discuss your accident.

0800 917 7248

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

Calls may be recorded and/or monitored.

AVIVA

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.

Welcome

Thank you for choosing to insure with 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. **You** now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

Aviva Motor Claims Helpline

The Aviva motor claims helpline, 0800 678 999 is a freephone number, offering help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a 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 our motor claims helpline on 0800 678 999 and an 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 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 your 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.

You will receive confirmation of your reported claim, all the administration at first notification is completed by **us** and **you** don't have the hassle of completing your own claim form.

If you are involved in an accident

Telephone our motor claims helpline on 0800 678 999 and if the incident is covered **we** will arrange for:

- **your motorcycle** to be recovered.
- a safe passage home or completion of **your motorcycle** journey for **you** and your passenger.

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 our motor claims helpline and **we** will arrange for RAC to be with **you** as soon as possible.

Important

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

Optional extras

- ☐ Bike Gold
- ☐ Personal Gold

Bike Gold

Bike Gold offers all-round protection. For an additional premium on any level of cover, even Third Party Only, RAC will provide the full rescue service. This is a significant saving compared with buying breakdown cover separately. **You** and any **permitted rider** will receive the RAC rescue package which includes:

- ☐ Roadside assistance if **your motorcycle** breaks down.
- ☐ Onward transportation for **you**, any **permitted rider**, 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 and is available for an additional premium if **you** have selected Comprehensive cover as indicated in your **schedule**.

Customers with Disabilities

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

Your Aviva Policy

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Your Aviva Policy

Wherever words or phrases appear in **bold** in this policy booklet, they will have the meanings described in the DEFINITIONS section starting on page 8, unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your **schedule** shows the level of cover **you** have chosen.

The contract of insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

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

- Policy booklet.
- Information contained on your application and/or statement of fact as issued by **us**.
- **Schedule**.
- Any **clauses** endorsed on this policy, as set out in your **schedule**.
- **Certificate of motor insurance**.
- Any changes to your insurance policy contained in notices issued by **us** at renewal.

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

(i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.

(ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. **Persons insured** will be covered for the **period of insurance** shown on your renewal **schedule**.

Choice of law

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

- **you** and **we** agree otherwise, or
- 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** received your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet 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 in proportion to the period for which **you** have received cover. There will also be an additional charge of up to £25 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

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

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 cancellation period.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your **schedule**. **You** must also tell **us** about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving license endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of **motorcycle**.
- Any **motorcycle** modifications.
- Any change affecting ownership of the **motorcycle**.
- Any change in the way that the **motorcycle** is used.

If you are in any doubt, please contact your insurance adviser.

When **we** are notified of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

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 from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone call recording

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

Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below:

Accessories

Parts of **your motorcycle** which are not directly related to how it works 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**, 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 provided.

Clause

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

Excess

The amount **you** must 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.

Hazardous locations

- ☐ Power stations
- ☐ Nuclear installations or establishments
- ☐ Refineries, bulk storage or production premises in the oil, gas or chemical industries
- ☐ Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- ☐ Ministry of Defence premises
- ☐ Military bases
- ☐ Rail trackside
- ☐ Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- ☐ 1: Explosives
- ☐ 5.2: Organic peroxides
- ☐ 6.1: Toxic substances
- ☐ 6.2: Infectious substances
- ☐ 7: Radioactive materials

Ignition keys

Any key, device or code used 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 your **schedule** or until cancelled. Each renewal represents the start of a new period of insurance.

Person insured/Permitted rider

Person nominated by **you** as being a user (but not the main user) of any **motorcycle** insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to ride **your motorcycle**. (Permitted riders are not entitled to benefits provided under Section 2 – Riding other motorcycles).

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 provided.

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, Serbia, Slovakia, Slovenia, Spain*, Sweden and Switzerland (including Liechtenstein).

*If **you** have purchased **our** optional breakdown cover, restrictions may apply with the service provided by RAC. Please seek clarification from your insurance adviser.

Theft

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

We/us

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

You/the insured/policyholder

The policyholder named in the **schedule**.

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** in accordance with the **Road Traffic Acts** and remains effective.

Your partner

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

Cover summary

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No.
Section 1	Loss of or damage to your motorcycle	✓	Fire and Theft Only	✗	11
	Motorcycle recovery in the event of an accident, fire or theft	✓	Fire and Theft Only	✗	11
	New motorcycle replacement	✓	✗	✗	12
	Uninsured driver promise	✓	✗	✗	13
Section 2	Your liability	✓	✓	✓	13
	Riding other motorcycles	✓	✗	✗	14
	Liability of other persons riding or using your motorcycle	✓	✓	✓	14
	Legal personal representatives	✓	✓	✓	14
	Legal costs	✓	✓	✓	14
Section 3	Emergency treatment	✓	✓	✓	16
Section 4	Continental use – compulsory insurance requirements	✓	✓	✓	16
Section 5	No claim discount	✓	✓	✓	17
Section 6	Bike Gold	optional	optional	optional	17
Section 7	Personal Gold	optional	✗	✗	31

Section 1

Loss of or damage to your motorcycle

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

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** or while in your private garage.

The most **we** will pay will be the **market value** of **your motorcycle** at the time of the loss. If **we** know that **your motorcycle** is still being paid for 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.

Motorcycle recovery in the event of an accident, fire or theft

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

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

- pay the reasonable cost of protection and removal of **your motorcycle** to the nearest repairers.
- pay the reasonable cost of delivering **your motorcycle** back to **you** after repair but not exceeding the reasonable cost of transporting **your motorcycle** to your home 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, telephone our motor claims helpline (this service also applies when an accident occurs in the Republic of Ireland – telephone (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 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 and 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 and the Isle of Man.
- the onward transmission of any messages on your behalf to a member of your family or friends.

(2) In the rest of the **territorial limits**:

We can arrange for the protection and removal of **your motorcycle** to a **motorcycle** repairer through RAC following an incident covered under this section of the policy. If **you** have selected Third Party Only cover, as shown in your **schedule**, RAC can provide assistance but a charge will be made.

You will need to call the appropriate telephone number indicated in Section 6 – Bike Gold.

RAC will arrange for 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 **we** can arrange for the repairs to be made.
- repatriation of **your motorcycle** to your home address or a repairer of your choice in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, if **your motorcycle** cannot be repaired before the end of your holiday period, subject to the cost of the repair and the cost of the repatriation does not exceed the **market value** of **your motorcycle**.

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

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.

New motorcycle replacement

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

We will replace **your motorcycle** with a new **motorcycle** of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 6 months of **you** or **your partner** buying **your motorcycle** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 70% of **your motorcycle's** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man list price (including **motorcycle** tax and VAT) when **your motorcycle** was purchased, or
- **your motorcycle** is stolen and not recovered.

We will only replace **your motorcycle** if **you** or **your partner**:

- buy it under a hire purchase agreement or other type of agreement or other type of agreement where ownership passes to **you** or **your partner** and the Financing Company agrees, and
- are the first registered keeper of **your motorcycle**, or the second registered keeper of **your motorcycle**, where **your motorcycle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage 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, the **excess** shown in your **schedule** must be paid, no matter how the loss or damage happened.

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

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

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

If the rider of **your motorcycle** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- ☐ vehicle registration and the make/model of the other vehicle, and
- ☐ other vehicle's driver's details.

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

Exclusions to Section 1

We will not pay for:

(1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.

(2) mechanical, electrical or electronic failure, breakdown or breakage.

(3) computer and equipment failure or malfunction.

(4) loss of or damage to **accessories** and parts by **theft** if **your motorcycle** is not stolen at the same time.

(5) damage to tyres caused by braking or by punctures, cuts or bursts.

(6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

(7) loss or damage to helmets and protective clothing.

(8) loss of value following repair.

(9) loss or damage arising from **theft** while:

(a) the **ignition keys** of **your motorcycle** have been left in or on **your motorcycle**.

(b) **your motorcycle** has been left unattended with the engine running.

(10) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 2

Your liability

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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

(1) another person's death or injury.

(2) damage to another person's property up to a maximum amount of £20,000,000 (excluding that claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:

(a) **your motorcycle**.

(b) any trailer while it is being towed by **your motorcycle**.

The amount payable under (2) above for damage to property is limited to £1,000,000 while **your motorcycle** is:

(i) carrying any **high category hazardous goods**.

(ii) being used or ridden at any **hazardous locations** other than in an area designated for access or parking by the general public.

Riding other motorcycles

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓ **policyholder** only	✗	✗

We will insure **you** while **you** are riding any other **motorcycle** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- the **motorcycle** does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- **you** are riding the **motorcycle** with the owners express consent.
- **you** still have **your motorcycle** and it has not been damaged beyond cost effective repair.
- **you** are aged 25 or above at inception or renewal, of the policy.
- your **certificate of motor insurance** shows that **you** are insured to ride that **motorcycle**.

Liability of other persons riding or using your motorcycle

Cover under this section will also apply on the same basis, for 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.

Legal personal representatives

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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.

Legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered 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.

Exclusions to Section 2

We will not pay for:

(1) any claim if any **person insured** under this section does not keep to the terms and conditions of this policy. The cover will also not apply if the **person insured** can claim under another policy.

(2) the death of, or injury to any employee of the **person insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.

(3) loss or damage to property that:

(a) belongs to or is in the care of any **person insured** who claims under this section, or

(b) is being carried on **your motorcycle**.

(4) damage to any **motorcycle** covered by this section.

(5) loss, damage, injury or death while any **motorcycle** is being used on:

(a) that part of an aerodrome or airport used for aircraft taking off or landing,

(b) aircraft parking areas including service roads,

(c) ground equipment parking areas, or

(d) any parts of passenger terminals within the Customs examination area,

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

(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 to the extent 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:

(i) the use or threat of force and/or violence

and/or

(ii) 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** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a **motorcycle** or **motorcycles** ridden or used by **you** or any **person insured**, for which cover is provided under this section, will be:

(i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or

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

(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

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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 claim discount.

Section 4

Continental use – compulsory insurance requirements

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of **motorcycles** 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 (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a **motorcycle**.

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 its 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 - Loss of or damage to your motorcycle.

If you take your motorcycle abroad

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

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

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

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 a claim has been made, **we** may reduce your no claim discount in line with the scale **we** apply at the 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 unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:
  - the vehicle registration and the make/model of the other vehicle, and
  - the other vehicle's driver's details, or
- **you** have protected 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.

Third Parties may claim directly against **us** as insurer in the event of an accident, involving **your motorcycle** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

You are reminded of your responsibilities to 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.

Note

We will not reduce your no claim discount where the only payments made are for emergency medical treatment under the **Road Traffic Acts** as provided under Section 3 – Emergency treatment.

Section 6

Bike Gold

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	Optional	Optional	Optional

The cover and services explained in this section only apply if they are shown in **your schedule**.

Terms and Conditions

If the service **you** require is not provided for under this policy section, **we** will try, if **you** wish, to arrange it at **your** expense. The terms of, and any payment for, any such service are a matter for **you** and the supplier and **we** will not act as an agent.

Definitions

Wherever the following words or phrases appear in **bold** in this section, they will have the meanings described below:

Accident

An accidental crash immobilising **your motorcycle**.

Breakdown

Unforeseen mechanical or electrical failure during the **period of insurance** in the **United Kingdom** or the **territorial limits** which has either immobilised **your motorcycle** or made **your motorcycle** unsafe to ride.

Claim

A call/claim for assistance under this policy section.

Collision Damage Waiver

If a hire car is damaged during the hire period **you** could be liable for the equivalent of the first £150 - £500 (approximately) and have **your** credit card charged. In some cases the amount could be higher and varies according to the hire company, category of hire car and location. The Collision Damage Waiver covers the amount above the **excess**.

Home

Your permanent residence in the **United Kingdom**.

Resident of the United Kingdom

A person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom**.

Specialist Equipment

Equipment not carried by **RAC** patrols or **RAC** contractors and includes but is not limited to winching and specialist lifting equipment.

Territorial limits

Albania*, Andorra, Armenia*, Austria, Azerbaijan*, Belarus*, Belgium, Bosnia Herzegovina*, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia*, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova*, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals)*, San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe* plus Uskudar*, Ukraine*.

These countries are not covered within **Aviva's territorial limits. Please contact **your** insurance adviser if you plan to visit any of these countries.*

The party/Your party

The persons (including **you**), travelling with **you** on **your motorcycle**.

United Kingdom

England, Scotland, Wales, Northern Ireland and for the purpose of this policy section includes Jersey, Guernsey and the Isle of Man.

Vehicle Licensing Agency

The Driver and Vehicle Licensing Agency (DVLA), Swansea, SA6 7JL, responsible for registration of vehicles in the **United Kingdom** and the equivalent authority in Northern Ireland for vehicles in Northern Ireland, or the Isle of Man Department of Transport for **policyholders** living on the Isle of Man.

We/our/us/RAC

RAC Motoring Services and/or RAC Insurance Limited.

You/your

the person or persons named in the **schedule** or any other person riding **your motorcycle** with the owners consent.

How to obtain assistance in the United Kingdom

If **your motorcycle** breaks down please follow these simple steps:

- ☐ call **0800 678 999**
- ☐ have to hand **your** policy number and the registration number of **your motorcycle**.
- ☐ advise the incident manager of the location of **your motorcycle** and the nature of the fault.

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

You must make **RAC your** first point of contact. Please do not go ahead and make **your** own arrangements as **RAC** cannot reimburse costs incurred without prior authorisation.

Calls may be recorded and/or monitored. **Policyholders** with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with **18001** to be connected to Typetalk or use the SMS facilities on **07855 828282**.

The telephone numbers are correct at the time of printing. The date is detailed on the back cover of this policy wording.

Cover for services in the **United Kingdom** applies to **your motorcycle** as described in **your schedule**.

Services in the United Kingdom

Cover applies to **motorcycles** registered with the relevant **Vehicle Licensing Agency** only.

Roadside assistance

- ☐ if **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown** to **your motorcycle**, **we** will send an **RAC** patrol or contractor to help **you**.
- ☐ **we** will try to repair **your motorcycle** at the roadside. Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which **your motorcycle** is taken), or
- ☐ **we** will take **your party** and **your motorcycle** to a destination of **your** choice within 10 miles of the scene of the **breakdown**. If **you** wish for **your motorcycle** to be taken to any other destination, **you** will have to pay for the towage costs for the whole distance.
- ☐ if **you** need to leave **your motorcycle** at the garage **we** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Exclusions to Roadside:

(1) **breakdowns** which would be prevented by routine servicing of **your motorcycle**.

(2) routine servicing of **your motorcycle**.

(3) **breakdown** caused by or following an **accident**, **fire**, **theft** or act of vandalism. If **you** call **us** for assistance following such an incident **you** will be liable to pay **us** for removal. (Subject to the terms of **your motorcycle** insurance policy, **you** may be able to reclaim these costs through **Aviva**).

(4) any labour other than that incurred at the roadside including, without limitation, garages.

(5) the cost of replacement tyres and screen/windshield.

(6) the cost of ferry crossings, road toll and congestion charges.

(7) missing or broken **ignition keys**. If **you** contact **RAC you** will be charged for assistance and any additional costs should **RAC** arrange for a locksmith to attend.

(8) **motorcycles** being demonstrated or delivered by motor traders, or used under trade plates.

(9) **repairs** to **your motorcycle**, if there is evidence to suggest to **our** patrol or contractor, it had broken down or was not roadworthy before **you** took out **your** policy.

(10) any **breakdown** which occurs within a quarter of a mile of **your home**.

(11) contaminated fuel problems. **We** will arrange for **your motorcycle** to be taken to a local garage for assistance but **you** will have to pay for the work carried out.

(12) the cost of parts, fuel or other supplies.

(13) any storage charges incurred for **your motorcycle** when **you** are using **our** services.

(14) the tow or transport of any **motorcycle**, which, in **our** opinion, is loaded beyond its legal limit.

(15) any **motorcycle** in a position where **we** cannot work on it or tow it, or wheels have been removed, **we** can arrange to rectify this but **you** will have to pay the costs involved.

Recovery

Recovery has the same terms and conditions as Roadside assistance but with the following variations:

- if **we** decide that **your motorcycle** requires recovery **we** will transport **you** and **your party home** or to a single address anywhere within the **United Kingdom**.
- an adult must accompany any child under the age of 16.
- **you** can use Recovery if **you** are ill. **You** must show **us** a doctor's medical certificate confirming **your** inability to ride (in these cases, **we** will provide this service as **we** see fit).
- residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland.

Recovery does not include:

(1) repairs to **your motorcycle**, if there is evidence to suggest to **our** patrol contractor, it had broken down or was not roadworthy before **you** took out **your** policy.

(2) the use of Recovery as a way to avoid paying repair costs.

(3) a second recovery if:

(a) the original fault has not been repaired properly by a party other than **RAC**, or

(b) **RAC** have advised **you** that it is a temporary repair, or

(c) the desired destination cannot accept **your motorcycle** due to company opening hours or other restrictions.

Note: If a second recovery is required, this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

(4) service within 24 hours of commencement of this policy.

At home

At home has the same terms and conditions as Roadside assistance but with the following variation:

- at home allows **you** to use Roadside assistance within a quarter of a mile of **your home** address or where **you** normally keep **your motorcycle**.

At home does not cover:

(1) the rectifying of failed or attempted repairs.

(2) the reinbursement of taxi fares.

(3) service within 24 hours of commencement of this **policy**.

(4) recovery of **your motorcycle**.

How to obtain assistance abroad

European Motoring Assistance applies to **motorcycles** registered with the relevant **Vehicle Licensing Agency** and operates throughout the **territorial limits**.

To obtain help in the event of a **breakdown**, **accident**, **fire** or **theft**, or if the only qualified driver is medically unfit to drive, please call the **RAC** control centre listed below and state that the motorcycle has **European Motoring Assistance** and give the following information:

- ☐ call **(00 44) 161 866 4114.**
- ☐ have to hand **your** policy number and the registration of **your motorcycle**.
- ☐ advise the incident manager of the location of **your motorcycle** and the nature of the fault.

Please call:

United Kingdom (calls within the **United Kingdom**)	**0800 678 999**
United Kingdom (calls from outside the **United Kingdom**)	**(00 44) 161 866 4114**
France & Monaco	**0800 290 112** **00 33 472 43 52 44**
Republic of Ireland	**1 800 535 005**
Rest of Europe	**00 33 472 43 52 44** The 'Rest of Europe' number applies from most countries but there are some exceptions where the **00** at the beginning of the number is replaced as follows: **99** in Montenegro **99** in Serbia **810** in Azerbaijan, Belarus, Georgia, Russia and Ukraine.

If **you** are calling from a **United Kingdom** mobile phone, **your** network provider may not allow **you** to call a freephone **1800** number. Please check with **your** service provider prior to traveling. **Policyholders** who are affected can contact **us** on **00 44 800 1079058**. **Your** network provider may charge **you** for this call.

Calls may be recorded and/or monitored. **Policyholders** with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with **18001** to be connected to Typetalk or use the SMS facilities on **07855 828282**. These services are not available outside the **United Kingdom**.

The telephone numbers are correct at the time of printing. The date is detailed on the back cover of this policy wording.

Breakdowns on motorways

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones. **You** cannot call **RAC** control centres from these. **You** will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot repair **your motorcycle** - contact **RAC** using the numbers above as soon as **you** can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot - an authorised tariff is normally applicable. **You** should obtain a receipt to **claim** a refund on **your** return home.

Mobile and car phones

RAC will not re-imburse the cost of any telephone calls **you** make in connection with any **Breakdown** under this policy (**including mobile phone calls**).

It may not be possible for an **RAC** control centre to call a mobile or car phone but when it is, **you** may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car phones vary from country to country. Please check with **your** service provider that **your** phone meets the requirements and standards for the countries in which **you** are travelling.

Services whilst abroad

Service in the UK en route to the territorial limits

If **you** are stranded on a public highway through **breakdown** of **your motorcycle** on the outward journey from **home** to **your** point of departure from the **United Kingdom** or on the inward journey from **your** point of entry to the **United Kingdom**, to **home**, **we** will provide services as if **you** were abroad.

In addition **we** will pay towards the cost of a replacement **Green Card** as necessary, to complete the planned journey if **RAC** confirms **your motorcycle** cannot be repaired within 24 hours, this is subject to a maximum contribution of £750.

Service whilst abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the **period of insurance**.

Roadside assistance

In the event of a **breakdown we** will pay for the following subject to the limitations for each section as described in the following terms and conditions:

We will pay for:

- attendance of local breakdown or garage services to repair **your motorcycle** at the roadside if possible; or
- tow of **your motorcycle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
  - (a) a contribution towards labour charges at a garage (restricted up to the total **claims** limit) if it is possible to effect the repairs necessary to enable **your motorcycle** to continue the journey on the date of **breakdown**; or
  - (b) inspection fees, in the event of a **breakdown**, to confirm that **your motorcycle** cannot be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and
- storage charges for **your motorcycle** while awaiting repair or repatriation; and
- the cost of wheel changes but not for replacement tyres.

We will not pay for:

(1) any labour costs other than those incurred at the roadside. **We** will not pay labour costs at any garage to which **your motorcycle** is taken other than under sections (a) and (b) above; or

(2) repair costs, including labour, if **your motorcycle** was in an **accident**, damaged by **fire** or **theft** or is uneconomical to repair; or

(3) the cost of parts used for roadside or garage repairs; or

(4) the cost of any repairs not directly necessary to enable **your motorcycle** to continue the journey on the date of the **breakdown**; or

(5) the cost of any other supplies, including but not limited to **specialist equipment**.

If the appropriate **RAC** control centre can confirm repairs to **your motorcycle** will take more than 12 hours from being notified of a **breakdown**, or if it is to be repatriated to the **United Kingdom**, then **we** will pay for either:

a) **Additional accommodation expenses**

We will pay up to £30 per person per day towards necessary additional accommodation expenses if **you** need to extend **your** stay or are not able to return to **your** booked accommodation while **you** wait for **your motorcycle** to be repaired.

We will not pay for the costs of meals and any other costs that are not specified above.

Or

b) **Journey continuation or return home**

A contribution (restricted up to the total **claims** limit) to travel expenses to allow **you** to either:

- Continue the planned journey during the period **your motorcycle** is not roadworthy.
- Return **home** by a direct route.

Expenses can comprise of self-drive car hire up to 14 days per **claim**, including **Collision Damage Waiver** and replacement **Green Card** as necessary, or second/standard class rail, or a combination of both.

RAC will decide which course of action to adopt, but **RAC** will take into consideration **your** preference.

You must collect **your motorcycle** when repaired as once **your motorcycle** is repaired and **you** have been notified, **RAC** will not pay any further expenses other than the costs of collection.

This benefit is also available if **your motorcycle** is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if **your motorcycle** is recovered in a roadworthy condition.

We will not pay for:

(1) fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car.

(2) the cost of any car hire beyond the period agreed with the appropriate **RAC** control centre.

(3) any car hire expenses after **your motorcycle** is repaired except for the direct journey to return and collect it.

(4) first class rail fares.

(5) any costs under this benefit if they are for a service **you** used at the same time as the above section - Additional accommodation expenses.

(6) international drop charges where a vehicle hired from abroad is dropped within the **United Kingdom**.

(7) the costs of hiring a **motorcycle**.

(8) any hire costs not arranged through **RAC** or agreed by **RAC**.

You will have the following cover if **RAC** can confirm that repairs cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the **United Kingdom market value** of **your motorcycle** according to Glass's guide or other appropriate industry standard used by **RAC**.) Cover is available for either:

a) **Motorcycle repatriation**

We will pay for the cost of taking **your motorcycle** by road transporter from abroad to **your home** or chosen **United Kingdom** repairer for repair in the **United Kingdom**.

We will also pay the costs of packing and freighting **your** baggage if **your motorcycle** is declared a write-off by **Aviva**.

When repatriation is authorised it normally takes 10-14 working days for delivery to a **United Kingdom** address from most west European countries. At busy times and from east European countries it may take longer.

We will not pay for:

(1) **claims** for any repatriation not authorised by the appropriate **RAC** control centre.

(2) the cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the **United Kingdom market value** of **your motorcycle** according to Glass's guide or other appropriate industry standard used by **RAC**.

(3) the cost of repatriation if **your motorcycle** is roadworthy.

(4) any **claim** if **your motorcycle** is being repatriated and Customs in any country find its contents are breaking the law.

(5) any further costs in connection with **your motorcycle** once declared a write-off by **Aviva**.

Or

b) **Collection of motorcycle from abroad**

We will pay the following costs up to £600 for one person to collect **your motorcycle**, repaired abroad after a **breakdown**:

- standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- additional homeward cross channel ferry or rail fare for the repaired **motorcycle** (calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket).
- up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for**:**

(1) first class rail fares.

(2) the cost of any meals.

(3) the costs of more than one person.

Note: The appropriate **RAC** control centre will, after taking a fair and reasonable view, decide whether **your motorcycle** should be repaired abroad for **you** (or someone nominated by **you**) to return and collect.

Authority for repatriation or repair

If **your motorcycle** is not able to be ridden due to an **accident**, **fire**, or **theft**, any damage which **you** are entitled to have repaired by **Aviva** must be reported to them immediately. **Aviva** must decide whether to declare **your motorcycle** is a write-off, authorise repair abroad or have **your motorcycle** repatriated. **We** cannot repatriate **your motorcycle** unless **Aviva** first give their permission.

We also reserve the right to negotiate with **Aviva** to reclaim costs incurred. If **Aviva** cannot or do not give permission to repatriate then it is **our** decision alone whether to declare **your motorcycle** a write-off, or repatriate or repair locally a **motorcycle** which cannot be ridden due to an **accident**, **fire**, or **theft**, for which **you** do not have comprehensive cover.

Additional services

We will pay for the costs of providing the following if applicable:

Motorcycle emergency repairs

We will pay the cost of immediate emergency repairs required in the event of damage to locks caused solely by **theft** or attempted **theft** up to £175, provided **you** report the matter to the police either before contacting **us** or within 24 hours of contacting **us** and **you** have obtained a written report from the police.

We will not pay for:

(1) the cost of repairs if they are not to make **your motorcycle** secure and for the reasons stated.

(2) any repair costs if **you** do not obtain a police report and submit it with **your** claim.

(3) repatriation benefits as described under the section entitled 'Motorcycle repatriation'.

Spare parts dispatch

If as a result of a **breakdown your motorcycle** needs parts but these are unavailable locally **we** will pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- The fare for one person to collect parts from the appropriate railway station or airport.

We will not pay for the cost of parts themselves, which must be paid on receipt. When telephoning **RAC** control centre **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

Replacement rider

We will pay for:

- The cost of providing a replacement rider to ride **your motorcycle** and **your party** to **your** destination or **home**, if a registered doctor declares **you** medically unfit to ride and **you** are the only qualified rider.

We will not pay for:

(1) replacement rider cost if there is another qualified rider in **your party** who is fit to ride.

(2) more than one claim per journey abroad.

Customs claims cover

We will pay for Continental or Irish Customs claims for duty if:

- **your motorcycle** is beyond economical repair as a result of **fire** or **theft** abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- it is stolen abroad during the journey and not recovered. **RAC** will deal with Customs formalities.

To arrange, please call: **RAC** European Support, **0870 5 49 33 20**
(Calls may be recorded and/or monitored) Monday-Friday 9am-5pm.

We will not pay any import duties not relating to **your motorcycle**.

Policy requirements and limitations

- Service in the **United Kingdom** and **territorial limits**

Credit card details

We will require your credit card details if **we** arrange a service for **you** which is not covered by the terms and conditions or if it exceeds the limits set out in the section entitled 'Terms and Conditions'. If **you** do not provide **us** with **your** credit card details **RAC** will not be able to provide certain services which will be notified to **you** when credit card details are requested.

Trailers

The maximum length of trailers must not exceed 7.6 metres. If **your motorcycle** which has suffered a **breakdown** is towing a trailer and we provide recovery, the trailer will be recovered together with **your motorcycle** to a single destination. Other than as set out in this paragraph, trailers are not covered by this section of the policy.

We do **our** best to find solutions to motoring problems but **we** regret **we** cannot arrange a replacement trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars and it may become necessary to repatriate a trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

Except in relation to any **claim you** may have for death or personal injury, if **we** are in breach of the arrangements under this **section we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contracts, or for any business losses.

We do not guarantee the provision of any of the benefits under this section, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service under this section.

Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **W**e may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **us** and **we** will reimburse **you**.

Service in the United Kingdom only

Battery related faults

For battery related faults **your** entitlements are as follows:

RAC's initial attendance for a battery related fault is included in **your** entitlement.

- the fitting of any parts or batteries purchased by **you** prior to our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- RAC will test **your** battery at that initial **breakdown** attendance. If the battery is no longer serviceable and so fails the test **you** will be advised to replace it.
- if a condemned (non serviceable) battery is not replaced, **We** may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.

Service abroad only

Service providers

Unless the services are provided by **RAC** patrols or contractors acting on **our** instructions and on **our** behalf, **we** do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under European Motoring Assistance - they do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to **your motorcycle** are carried out to **your** reasonable satisfaction.

Availability of service in Eastern Europe

Every effort is made by **RAC** to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards 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 and spare parts are often not available.

Service in certain countries may become disrupted or unavailable due to prevailing political, economic, infrastructural or environmental conditions, for which **RAC** cannot accept responsibility. Information can be obtained from the Foreign & Commonwealth Office – www.fco.gov.uk; or by telephoning The FCO Travel Advice Unit on: **0845 850 2829**.

Important self-drive hire car information

Self-drive car hire arranged under **your** cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence penalties etc. The driver must also have held a full **United Kingdom** driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Debit cards are not acceptable. If **you** leave a hire car at a different location to the one arranged by the **RAC** control centre **you** must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage **excess** which is not covered by the **Collision Damage Waiver**.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete **your** journey. A car hired abroad must not be brought into the **United Kingdom**. A second car hire will be arranged for the **United Kingdom** part of **your** journey.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc. **You** may have to collect a hired vehicle from the nearest available place of supply.

Repayment of credit

You must pay back to **us** on demand:

- any costs **we** have paid for which **you** are not covered under this policy section.
- the cost of any spare parts supplied.

Spares dispatch

After **you** have asked the appropriate **RAC** control centre to dispatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

General Exclusions (Service in the **United Kingdom** and **territorial limits**)

In addition to any limits and exclusions noted elsewhere in this section, **we** will not cover

(1) costs for anything which was not caused by the incident **you** are claiming for.

(2) **breakdowns** in the **United Kingdom** resulting **accidents**, vandalism, **fire** or **theft**.

(3) **motorcycles** which have broken down as a result of taking part in any motor sport event (including, without limitations rallies or stock car racing) which takes place off the road and/or is not subject to the normal rules of the road. However, **motorcycles** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and comply with the normal rules of the road will be covered.

(4) any **claim** if **your motorcycle** suffers a **breakdown** at a motor traders premises, garage or premises offering **motorcycle** repair.

(5) the cost of all parts, garage, labour or other costs in excess of the limits set out in this section entitled 'Terms and Conditions'. Please note these costs in the **territorial limits** are likely to be higher than in the **United Kingdom**.

(6) loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc).

(7) any incident affecting a vehicle hired under the terms of this policy section.

(8) routine servicing of **your motorcycle**.

(9) the cost of a tyre specialist. **We** will arrange for **your motorcycle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your motorcycle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.

(10) the cost of a locksmith if **you** lose or break **your ignition keys**. **You** will be responsible for the costs. If a locksmith is not available, **we** will arrange for **your motorcycle** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on **your motorcycle**. Any other **recovery** may be arranged but **you** will be liable for any additional costs.

(11) any **claim** caused directly or indirectly by the overloading of **your motorcycle** and any trailer.

(12) any claim if **your motorcycle breaks down** due to:

(a) running out of oil or water;

(b) frost damage;

(c) rust or corrosion;

(d) tyres which are not roadworthy;

(e) using the incorrect fuel.

(13) any **claim** caused directly or indirectly by the effect of intoxicating liquors or drugs.

(14) any claim where **your motorcycle** is being ridden by persons who do not hold either a full or provisional **United Kingdom** or other recognised and accepted driving licence valid for use in the **United Kingdom**. If the **claim** is within the **territorial limits**, **we** will be unable to provide a replacement vehicle to persons who hold only a provisional driving licence.

(15) any **claim** which **you** have made successfully under any other insurance policy held by **you**. If the value of **your claim** is more than the amount **you** can **claim** from **your** other insurance **we** may pay the difference subject to these limits and exclusions.

(16) any **claim** outside the **period of insurance**.

(17) any vehicle not conforming to the following specifications:

(a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);

(b) maximum overall dimensions of: length 5.5m; height 3m; width 2.3m (all including any load carried).

The maximum length of trailers must not exceed 7.6 m. If **your motorcycle** which has suffered a **breakdown** is towing a trailer and **we** provide recovery, the trailer will be recovered together with **your motorcycle** to a single destination. Other than as set out above trailers are not covered under this section.

If **your motorcycle** requires repatriation **we** will arrange for repatriation of the trailer as well.

(18) any **claim** by **you** unless **you** are **resident** of the **United Kingdom** and **your motorcycle** is registered with the relevant **Vehicle Licensing Agency**.

(19) any **motorcycle** carrying more persons than recommended by the manufacturer or covered under the law of the country travelling in, up to 8 person's maximum (including the rider).

(20) **your motorcycle** if it is unattended.

(21) any **personal belongings** left in **your motorcycle** or in any trailer being towed by or used in conjunction with **your motorcycle**. **Personal belongings** are **your** responsibility.

(22) **specialist equipment** costs. **We** will however arrange for the specialist services if needed, but **you** will have to pay for any additional costs direct to the contractor.

(23) any costs which are not directly covered by the terms and conditions of this policy section.

(24) **motorcycles** which were broken down/had suffered a **breakdown** or unroadworthy at the inception of **your** policy.

(25) it is a legal requirement that **motorcycles** used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed **we** will attempt to repair **your motorcycle** at the roadside but will not provide any other service or benefit.

The above is not applicable to those motorcycles exempt under Section 5 of the Vehicle Excise and Registration Act 1994 or under Section 5 of the Vehicle Duty Order 2010 in Isle of Man. For further information please contact either DVLA at www.dvla.gov.uk or Vehicle Licensing, Dept of Transport for Isle of Man at www.gov.im/transport/highways/dandv/welcome.xml

(26) the costs of any parts provided by **RAC** to repair **your motorcycle** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.

European claims procedure and conditions

When providing assistance **we** make every effort to arrange on **your** behalf all costs within the limits set out in this document. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Motoring Assistance claims are handled by:
Breakdown Customer Care
RAC Motoring Services,
RAC House,
PO Box 200
Walsall, WS5 4QZ

If **you** have any enquiries relating to repatriations or claims associated with **our** European Service, please contact **us** on **0870 549 3320** (Calls may be recorded and/or monitored)
email: breakdowncustomercare@rac.co.uk.

If **you** have paid any cost which **you** believe is covered, please telephone **RAC** for a **claim** form immediately on **your** return **home**, quoting **your** policy number and **your motorcycle** registration number. When returning **your** completed **claim** form **you** should enclose relevant original receipts (not photocopies).

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid.

Payment of claims depends on **you** complying with the following conditions:

- **you** must make any **claim** on an **RAC** claim form, please bring **your claim** to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC claim** form will not be accepted. This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.
- if **RAC** pay out money for **you RAC** can take over **your** right to get that money back. **You** must cooperate with **RAC** as much as possible if requested by **us**.
- **you** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered.
- **you** must forward to **RAC** any writ, summons, legal document or other communication about the claim as soon as **you** receive them.
- **you** must obtain any original receipts, certificates, police reports, evidence, and give all the information and help **we** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary.

- **you** must not admit liability or offer or promise payment without **RAC's** written permission.
- **your motorcycle** must be in roadworthy and in good mechanical condition when **you** commence **your** journey.
- if any **claim** is found to be fraudulent in any way **your claim** will be forfeited.

You must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should You make a claim following a road traffic incident.

Caring For Our Customers

We are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you** and **you** have already called Customer Services, who have been unable to resolve the matter to **your** complete satisfaction, please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

We will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures. In the unlikely event that we cannot resolve **your** complaint to **your** satisfaction, depending on the product and the nature of **your** complaint **you** may refer **your** concerns to the Financial Ombudsman Service. If **you** wish to refer **your** complaint to the Financial Ombudsman Service, this must be done within six months of **your** final response letter.

Here are their contact details:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Please quote **your** full name, contact telephone number and policy number and where applicable **your motorcycle** registration number in any communication.

If **you** have used **our breakdown** service and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, within 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of service received under **your** European Motoring Assistance please write to **us** at Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

Freephone from the **United Kingdom** on **0800 107 5861** or from Europe on **00 44 (0) 161 332 1040** (Calls may be recorded and/or monitored). Fax: **01922 746 528**
Email: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact your insurance adviser.

An acknowledgement that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Chief Executive.

Section 7

Personal Gold

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	Optional	✗	✗

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 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, or
- 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 belongings

Where a crash helmet, clothing or personal belongings are lost or damaged as a result of an incident where there is a claim for loss or damage under Section 1 – Loss of or damage to your motorcycle, **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;

- is not described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to ride', or
- does not have a valid and current licence to ride **your motorcycle**, or
- is not complying with the terms and conditions of the licence, or
- 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 Channel Islands or the Isle of Man.

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 any **person insured** claiming under this policy receives any contact from another party in relation to any claim, the **person** insured must re-direct this to **us** and **we** will manage it on their behalf.

Anyone claiming under this policy or anyone acting on their 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 relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.		
Information	**Documents**	**Assistance**
☐ Details of third parties and witnesses ☐ Statement of events relating to your claim ☐ Sketch or photograph of the accident scene ☐ Correspondence received from another party (including court papers)	☐ Driving licence ☐ Proof of identity and address ☐ Vehicle documentation such as V5, MOT and proof of purchase ☐ Receipts and invoices ☐ Finance documents	☐ Attendance at court ☐ Meetings with solicitors or **us**

(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 14 day statutory cooling off period, **you** continue to have the right to cancel this policy at any time during its term. If **you** do so, **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 in proportion to the period for which **you** received cover and there will also be an additional charge of up to £25 (subject to Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

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

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 seven 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 the part of the premium under any monthly premiums option **you** have chosen) **we** may cancel this policy with effect from the end of the last month for which the premium has been paid or from the date the insurance starts if the first premium has not been paid in full. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £25 (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) All reasonable steps to safeguard **your motorcycle** from loss or damage must be taken at all times.

Your motorcycle must be maintained in a roadworthy condition.

We will be allowed 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 any legal action against **us** may be taken.

Your duty to comply with policy conditions

(8) Our provision of insurance is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Fraud

(9) If any claim is in any way fraudulent or if any **person insured** or any persons seeking to benefit under this policy, or anyone acting on their behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all rights under this policy will be lost.

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** shall be entitled to recover such payments from **you** or 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** are paying monthly premiums, these will be due on the start date of the insurance shown on your **schedule**, and on the same date of each following month. If **you** do not pay the first premium by the due date, this policy will not be valid.

We will provide **you** with one month's cover for each monthly premium **you** pay.

If **you** have paid one or more monthly premium but then fail to pay a monthly premium on the date it is due, **we** will have the right to cancel the policy from the end of the period for which a premium has been paid. If **we** cancel your insurance for this reason, **we** will also make a cancellation charge of up to £25 (subject to Insurance Premium Tax, where applicable).

Important Notice – Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel your policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Complaints procedure

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 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 promptly.
- **We** aim to resolve all complaints 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 if you are unhappy

If **you** are unhappy 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.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

Aviva Insurance Limited.
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Financial Conduct Authority and the Prudential Regulation Authority.

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