



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

One2Five

One2Five Motorcycle
Policy



Introducing Bikesure's One2Five Motorcycle Policy

Thank you for choosing One2Five Motorcycle, the policy designed to meet the needs of motorcycle riders.

You now have the reassurance of knowing that you are protected by one of the UK's top motorcycle insurers.

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

With One2Five and Aviva, you and your motorcycle are in safe hands.

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Welcome to One2Five Motorcycle

No one knows more about motorcycle insurance

Welcome to One2Five Motorcycle, the insurance policy designed to meet the needs of motorcycle riders.

This policy forms part of your legal contract with us and defines exactly what is provided with each level of cover. Please refer to your schedule for confirmation of the level of cover you have chosen.

Choosing One2Five Motorcycle gives you access to the Clubline claims service 0800 678999.

If you have any queries about the cover you require, please consult Bikesure.

You should keep this document in a safe place and make a note of your policy number and the Clubline number **0800 678999** so these are available should a claims emergency arise.

Key benefits

- New replacement motorcycle in the event of theft or severe damage if your motorcycle is less than 6 months old
- Use of our Select Repairer service. We will book your motorcycle into an approved repairer and guarantee any repairs for three years
- Access to our Clubline – a 24 hour emergency claims line
- No Claims Discount (NCD) up to 40%
- Automatic cover for most European countries
- Security discounts available.

Getting the most from Clubline

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

If you wish to make a claim, phone the Clubline and a Clubline Claims Advisor will record details of the incident and will be able to confirm:

- whether your policy covers you for the incident
- any excess that you will have to pay
- all the steps involved in the process of making a claim.

Next...

If you have been involved in an accident and your motorcycle cannot be ridden, your Clubline Claims Advisor will look after your immediate needs, arranging for:

- your motorcycle to be recovered to your own repairer or an approved repairer if desired.
- dealing with any immediate concerns you may have, such as contacting those who need to know that you have been involved in an accident.

You will be sent an acknowledgement letter and will be contacted by your Claims Personal Incident Manager to confirm the

details that you have already provided to the Clubline.

Important

When telephoning the Clubline, please, if at all possible, have your policy number ready (as shown on your policy schedule). This will enable your Clubline Claims Advisor to act quickly.

Clubline from Aviva 0800 678999

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

Increasing your cover

One2Five Motorcycle provides a wide range of options to allow you to choose exactly the cover that you require.

The levels of cover provided are shown in the Policy Cover Index on page 11.

Motorcycles and the Law

Motorcycles and the law

There have recently been a number of changes to the law regarding the qualifications needed to hold a driving licence. Compulsory Basic Training (CBT) and the Theory test have been added to the requirement.

Provisional moped licence

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

Full moped licence

You must be at least sixteen years old and have passed both Theory and Practical tests. You can ride a moped. If you are over 17, you may also ride a learner motorcycle (up to 125cc) with L-plates.

Provisional licence with motorcycle entitlement

You must be at least 17 years old and hold a valid CBT certificate. You can ride a learner motorcycle (up to 125cc) with L-plates. A licence is only valid for two years.

Light motorcycle licence

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

Standard motorcycle licence

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

Direct and Accelerated access

These programmes allow riders over 21, or those who reach 21 during the two year limit to take the test and ride on more powerful machines and, under adequate supervision, to learn on these larger machines. If in doubt, you should consult Department of Transport regulations.

Automatics

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

Car licence

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

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

Contract of insurance

This policy is a contract of indemnity between you, the policyholder and us, Aviva. In return for payment of the premium by you, we will provide insurance in accordance with the policy cover shown in the policy schedule in respect of accident, injury, loss or damage occurring within the territorial limits during the period of insurance.

This policy, the proposal and the policy schedule should be read together and form the contract of insurance.

Choice of law

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

- i) You and the Insurer agree otherwise; or
- ii) 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.

Your cancellation rights

You have a statutory right under Financial Services Authority rules to cancel your policy within 14 days after the later of the date of purchase of the contract or the day on which you receive your policy documentation.

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

To exercise your right to cancel your policy, please contact your broker or insurance intermediary, at the address shown on your policy schedule.

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

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

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

Use of Language

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

Customers with Disabilities

This policy is also available in Large Print, Audio and Braille. If you require any of these formats, in the first instance, please contact Bikesure, (London Road A/C), East Winch Hall, East Winch, Kings Lynn, Norfolk PE32 1HN or telephone 0800 089 2000.

Definitions

To save lengthy repetition wherever the following words or phrases occur, they will have the meaning described below:

The insured/you/policyholder

The person or persons described as the insured in the policy schedule.

Insurer/we/us/Aviva

Except where otherwise shown for any policy section.

Your motorcycle

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

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.

Policy schedule

Details of you, your motorcycle and the insurance protection provided to you.

Certificate of motor insurance

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can ride your motorcycle, what purposes it can be used for and whether you are permitted to ride other motorcycles.

The certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet. Wherever the expression 'certificate of motor insurance' is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.

Period of insurance

The normal period of time covered by this policy as shown in the policy schedule and any further period for which we agree to insure you.

Market value

The cost of replacing your motorcycle with one of a similar type and condition.

Clause

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

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft or attempted theft.

Accessories

Additional or supplementary parts of your motorcycle not directly related to its function as a motorcycle. These include radios that form an integral part of your motorcycle, top boxes,

tank bags and other luggage carriers while fitted to your motorcycle.

Terrorism

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

Excess

The amount of any claim you will have to pay if your motorcycle is lost, stolen or damaged.

Definitions continued

Territorial Limits

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

Green Card

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

RAC

RAC Motoring Services or RAC Insurance Limited as shown in the relevant policy section(s).

Permitted riders

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

Policy Cover Index

| | Operative sections |
|----------------------------|--|
| Comprehensive | Sections 1, 2, 3, 4, 5 and 6 are operative |
| Third Party Fire and Theft | Section 1 is operative only in respect of loss or damage caused directly by fire or theft Sections 2, 3, 4, 5 and 6 are operative |
| Third Party only | Sections 2, 3, 4, 5, and 6 are operative |

Cover for your Vehicle

Section 1

Loss of or damage to your motorcycle

If your motorcycle is lost, stolen or damaged, we will, at our option, either:

- pay for your motorcycle to be repaired; or
- replace your motorcycle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to accessories and spare parts relating to your motorcycle while these are on your motorcycle.

The maximum amount we will pay will be the market value of your motorcycle but not exceeding your estimate of value shown in our records.

If, to our knowledge, your motorcycle is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

Accident recovery

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

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

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

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

- the arrival of help wherever you are stranded. If your motorcycle cannot be made roadworthy immediately it will be taken to a repairer of your choice, or to your home address, or to our nearest Club approved repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- the rider, passengers and baggage to be transported to your intended destination or home address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- the onward transmission of any messages on your behalf to a member of your family or friends.

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

The arrangement with RAC does not, however, include delivery of your motorcycle to you after repair. The cost of this is recoverable as part of your claim if you have selected Comprehensive or Third Party, Fire

and Theft cover and the delivery is necessary following an incident insured under the policy.

(2) In the rest of the Territorial Limits

The protection and removal of your motorcycle following an accident can also be arranged through RAC. If the incident is covered under the policy you will not be charged. Otherwise, RAC can provide assistance but a charge will be made.

You will need to ring
(0044) 161 866 4114.

RAC will arrange the following:

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

Cover for your Vehicle continued

period, subject to the cost of the repatriation not exceeding the market value of your motorcycle.

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

Excesses

If your motorcycle (including its accessories and spare parts) is lost, stolen or damaged, you will be responsible for paying the excess shown on Your Schedule, No matter how the loss or damage may occur.

Exceptions to Section 1 of your policy

Your policy does not cover the following:

- 1. loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer, breakdowns, failures or breakages*
- 2. damage to tyres caused by braking or by punctures, cuts or bursts*
- 3. loss of or damage to accessories and spare parts by theft if your motorcycle is not stolen at the same time*
- 4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
- 5. loss or damage to helmets and protective clothing*
- 6. loss of value following repair*

- 7. loss or damage arising from theft whilst the ignition keys of your motorcycle have been left in or on your motorcycle*
- 8. confiscation or requisition or destruction by or under order of any government or public or local authority.*

Section 2

Liability to third parties

Your liability to third parties

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

- a person's death or injury
- damage to their property up to a maximum amount of £20,000,000 (excluding claimant's costs and expenses) and up to £5,000,000 for claimant's costs and expenses and any other costs and expenses incurred with our written consent in relation to damage to their property arising out of one cause as a result of an accident caused by the following:
 - your motorcycle
 - any other motorcycle ridden by you, with the owner's express consent, in the Territorial Limits as long as all of the following apply:
 - that motorcycle does not belong to you
 - that motorcycle is not hired to you under a hire purchase agreement

- you are aged 25 or over at the commencement, or renewal, of the policy
- you have comprehensive cover
- the policy is not in the name of a company or partnership
- your Aviva certificate of motor insurance shows that you are insured to drive that motorcycle
- any trailer while it is being towed by your motorcycle.

In respect of terrorism, where we are obliged by the Road Traffic Acts to provide insurance, the maximum amount we will pay for damage to property as a result of an accident or accidents caused by your motorcycle or motorcycles ridden or used by you or any other person and for which cover is provided under this section will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- (ii) such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

We will also pay any expenses for which you have our written authority to claim.

Liability of other persons riding or using your motorcycle

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

- any person you give permission to ride your motorcycle provided that your certificate of motor insurance

allows that person to ride

- any person you give permission to use (but not ride) your motorcycle but only whilst 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.

Indemnity to legal personal representatives

In the event of the death of anyone insured under this section, we will protect his/her legal personal representatives against any liability of the deceased person, if that liability is insured under this section.

Legal costs

We will pay:

- the fees of the legal representatives we instruct to represent anyone we insure under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction
- fees up to an amount not exceeding £1000 for legal representatives we ask to defend anyone we insure under this section when proceedings are taken for causing death by dangerous or careless driving, provided that at the time of the occurrence the rider

Cover for your Vehicle continued

is 21 years
of age or more.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 2

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy
2. to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts
3. to loss of or damage to property belonging to or in the care of anyone we insure who claims under this section, and to property being conveyed by your motorcycle
4. in respect of damage to your motorcycle where cover in connection with the use or riding of your motorcycle is provided by this section
5. to any loss, damage, injury or death occurring whilst your motorcycle is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
6. to any consequence whatsoever

resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event, except where such liability is required to be covered by the Road Traffic Acts.

Section 3

Payments made under compulsory insurance regulations and rights of recovery

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

Section 4

Emergency treatment

We will reimburse any person using any motorcycle which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment.

A payment under this section will not prejudice your No Claim Discount.

Section 5

Continental use/ compulsory insurance requirements

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

motor vehicles in:

- any country which is a member of the European Union
- any country which the European Commission is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle. Eligible countries change from time to time. Your insurance adviser should be able to tell you the current list of eligible countries.

In addition to this minimum cover, the policy provides the cover shown in the policy 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 3 months in any one trip.

Cover includes:

- transit by sea, air or rail in or between countries within the territorial limits
- reimbursement of any customs duty you may have to pay after temporarily importing your motorcycle into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this policy

- General Average contributions, Salvage charges and Sue and Labour charges whilst your motorcycle is being transported by sea within any countries within the territorial limits, provided that your motorcycle is covered for loss or damage under this policy.

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 should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

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

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

Section 6

No Claim Discount

If you do not make a claim under your policy, your renewal premium will be reduced in accordance with our scale applicable at such time (your insurance adviser can tell you what the current scale is).

The No Claim Discount is applied to the policy premium as a whole (excluding any flat rate premiums) and in the event of a claim the discount will be reduced in accordance with our scale applicable at such time regardless of which motorcycle was involved.

No Claim Discount is not earned under a policy issued for less than 12 months.

If we consent to a transfer of this policy to another person, No Claim Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

General Exceptions

Your policy does not cover the following:

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 any person other than anyone who is as described under the section of your certificate of motor insurance headed "Persons or Classes of Persons entitled to drive". However, cover will continue to apply:
 - i. if the injury, loss or damage was caused as a result of your motorcycle being stolen or having been taken without your permission
 - ii. if the person riding does not have a driving licence and you had no knowledge of such deficiency
 - (c) ridden by you unless you hold a licence to ride your motorcycle or you have held a licence and are not disqualified from holding or getting such a licence
 - (d) ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride your motorcycle, has never held one or is disqualified from holding or getting such a licence
 - (e) ridden by, or is in the charge of for the purpose of being ridden by any person to whom your motorcycle has been hired.
2. Any liability you have accepted in an agreement which you would not 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 consequential loss; or
 - (b) any legal liability:

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

General Exceptions continued

- 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 resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 (except under Section 2) arising during or as a result of:
- (a) an earthquake
 - (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.
- This exception will not operate if you can prove that the accident, injury, loss or damage was not caused by either of these perils.
6. Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representatives must give us full details of the incident.

Any communication you receive about the incident should be sent to us immediately. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident enquiry.

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 in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

3. You must tell the Police immediately if any property is lost, stolen or damaged.

Cancelling this policy

4. Following the expiry of your statutory cooling off period, you continue to have the right to cancel your policy at any time during its term. If you 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 on a pro-rata basis for the period for which you received cover

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

General Conditions

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

If you do not pay the premium (or any part of the premium under the payment option you have chosen) by the due date, we may cancel this policy with effect from the end of the last period for which a payment has been made.

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 which we would otherwise be entitled to exclude under Exception 1 to Section 2.

Your duty to prevent loss or damage

6. You shall at all times take all reasonable steps to safeguard your motorcycle from loss or damage.
You shall maintain your motorcycle in efficient condition and we shall have, at all times, free access to examine your motorcycle and any trailer.

Arbitration

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

Your duty to comply with policy conditions

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

Fraud

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

Complaints Procedure

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 within 2 working days.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

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

What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Adrian Flux. You can write to:

Bikesure, (London Road A/C), East Winch Hall, East Winch, Kings Lynn, Norfolk PE32 1HN or telephone 0800 089 2000, whichever suits you and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you may write to the Chief Executive

Chief Executive UK Insurance
Aviva
8 Surrey Street
NR1 3NS

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

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

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

Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations to you, you could be entitled to compensation from this scheme,

depending on the type of insurance and the circumstances at the time.

For cover required by the Road Traffic Acts you would be covered in full for any claim, for any other type of claim you would be covered for all of the first £2000 and 90% of the remainder, in each case without any upper limit.

Further information about the scheme is available on the FSCS website www.fscs.org.uk or write to:

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

Telephone taping

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

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