

**TRIUMPH** 

**INSURANCE**

**Triumph Motorcycle  
Policy**

# Introducing Triumph Motorcycle Policy

Thank you for choosing Triumph 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 Triumph and Aviva, you and your motorcycle are in safe hands.

**Contents**

	<b>Page(s)</b>
Welcome to Triumph Motorcycle.....	2
The Contract of Insurance and Information and changes we need to know about.....	4
Useful Information.....	6
Definitions.....	8
Policy Cover Index.....	11
Cover for your Vehicle .....	12
General Exclusions .....	21
General Conditions.....	23
Complaints Procedure.....	27

# Welcome to Triumph Motorcycle

No one knows more about motorcycle insurance

Welcome to Triumph 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 Triumph 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
- 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.

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

If you wish to make a claim, phone the Clubline and a Clubline Claims Adviser 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 Adviser 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 Adviser to act quickly.

### Clubline from Aviva

# 0800 678999\*

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

### Increasing your cover

Triumph 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.

# The Contract of Insurance and Information and changes we need to know about

## 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 document issued by **us**;
- **policy schedule**;
- any **clauses** endorsed on your policy, as set out in your **policy schedule**;
- **certificate of motor insurance**;
- any changes to your insurance policy contained in notices issued by **us** at renewal;
- the information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown in your **policy 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.

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

- a change to the people insured, or to be insured;
- motoring convictions (driving licence 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.

# Useful information

## Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the 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, less a proportionate deduction for the time we have provided cover.

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 this policy booklet.

## Choice of Law

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

- i) you and we 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, the 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.

### 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](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

### 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 Bikesure, (London Road A/C), East Winch Hall, East Winch, Kings Lynn, Norfolk PE32 1HN or telephone 0800 089 2000.

### Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. 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:

**The insured/you/policyholder**  
The person or persons described as **the insured** in the **policy schedule**.

**Insurer/we/us/Aviva**  
**Aviva** Insurance Limited, 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 period of time covered by this policy, as shown in the **policy schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

**Market value**

The cost of replacing **your motor-cycle** 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, Serbia, 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 **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.

## 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

# Cover for your Vehicle continued

or the Isle of Man, if **your motorcycle** cannot be repaired before the end of your holiday period, subject to the cost of the repatriation not exceeding the **market value** of **your motorcycle**.

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

## 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 **policy schedule**, no matter how the loss or damage may occur.

## *Exclusions 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) a person's death or injury
- (b) 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
- 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.

# Cover for your Vehicle continued

## 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 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.

#### *Exclusions to Section 2*

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms exclusions 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.

# Cover for your Vehicle continued

## 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** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of motor vehicles in any of these countries visited.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain places by special request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required. **Your** insurance adviser can also provide **you** with our Driving on the Continent information sheet.

# Cover for your Vehicle continued

## 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 Exclusions

General Exclusions apply to the whole of **your Motorcycle** policy

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 other loss; or  
(b) any legal liability:

# General Exclusions continued

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 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, Northern Ireland, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.
- This exclusion 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.

# General Conditions

General Conditions apply to the whole of **your Motorcycle** policy

## 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

### (4a) **Your right to cancel**

Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover

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

### (4b) **Our right to cancel**

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where

# General Conditions continued

there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.

- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and Changes we need to know about" section in this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy and/or any additional cover options provided by Aviva under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

**Important Note:** The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in your policy being cancelled from the date **you** originally took it out.

**(4c) Return of insurance certificate**

All valid **certificates of motor insurance** must be returned/surrendered immediately following cancellation.

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 Exclusion 1 to Section 2.

Your duty to prevent loss or damage

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

Your duty to comply with policy conditions

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

Fraud

8. If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return

# General Conditions continued

any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Important Notice – Information we need to know about

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (Calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://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.





Underwritten by



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

Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.