

# To report a claim, call



**0344 381 4410**



**INSURANCE**

**0344 381 4465**

**Lines are open 24/7 all year round**

UK manned call centre.

## **IMPORTANT**

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

Failing to report an accident, claim or incident could result in charges or expenses that you would be personally liable for and could also result in your insurance being invalid.

## Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- Arranging a hire motorcycle
- Compensation for injury
- Recovery of other losses, such as loss of earnings

## Reporting Fraudulent Claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at [www.insurancefraudbureau.org/report](http://www.insurancefraudbureau.org/report).

# **MOTORCYCLE**

**Your Motorcycle Insurance Policy Terms and Conditions**  
August 2005 Edition



---

Be Life Confident

# Welcome to the expertise and quality of the AXA Group

**Respect** – With over 100 years' experience, AXA is a world leader in financial protection and wealth management.

**Financial protection** – AXA Group worldwide manages funds worth over €869 billion (as at 31st December 2004), on behalf of over 50 million customers worldwide.

**Global stability** – We operate in over 50 countries spanning Europe, North and South America, Africa, the Middle East, the Far East and Australasia.

**Comprehensive services** – In the UK, AXA provides advice and guidance to our individual and corporate customers on a wide range of financial products and services, including: **AXA Life** (investments, life assurance, retirement planning, long term care), **AXA Investment Managers** (asset management), **AXA PPP healthcare** (medical insurance, dental and hospital care) and **AXA Insurance** (insurance for home, motor, travel and pet).

**Customer focus** – At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

**Contents**

---

• Your Policy	4
• Important Telephone Numbers	5
• Policy Summary	6
• Making Yourself Heard	10
• Definitions	12
• Choice of Policy	13
• Part A – Loss and Damage	14
• Part B – Liability to Others	16
• Part C – Foreign Use	18
• No Claim Discount	19
• Protected No Claim Discount	20
• Motorcycle Service Cover	20
• General Exceptions	21
• General Conditions	23
• Claims Conditions	25
• Endorsements	27

## Your Policy

### ***This Policy is a contract between You and Us***

*This Policy describes the insurance cover provided during the period of insurance **You** have paid for, or have agreed to pay for and for which **We** have accepted the premium.*

The contract between **You** and **Us** will include information provided by **You**, this Policy, the **Schedule** and any endorsements shown in the **Schedule**.

For the contract to be valid, all the information **You** have given **Us** must be true and complete.

The insurance cover applies anywhere in the **UK** except when **We** state otherwise in this Policy – see Part C of this Policy. **Your Motorcycle** is also covered when it is being transported within the **UK** and between any **UK** ports.

### **Important**

---

Please read the Policy, the **Certificate of Insurance** and the **Schedule** as one document to ensure that it meets with **Your** requirements.

**Your** attention is drawn to the Complaints Procedure on page 10.

### **The Law Applicable to This Policy**

---

**You** are free to choose the law applicable to this Policy. **Your** Policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

## Important Telephone Numbers

Claims	0870 902 3801	In the event of <b>You</b> needing to make a claim, call this number. <b>We</b> will take all the details and if appropriate, give <b>You</b> the telephone number and location of <b>Your</b> nearest approved repairer and inform <b>You</b> of any further action <b>You</b> may need to take. <b>We</b> are committed to dealing with each claim quickly and effectively.
--------	---------------	---

In order to maintain a quality service, telephone calls may be monitored or recorded.

# Policy Summary

keyfacts

*This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.*

This policy is underwritten by AXA Insurance UK plc.

## Type of Insurance and Cover

### Motor insurance for private motorcycles.

This insurance provides cover for third party only, third party fire and theft or comprehensive. –

Please refer to your policy schedule for your selected cover and to the choice of policy section of your policy if **You** have third party only or third party fire and theft.

### Conditions

- You must do all You can to protect your motorcycle and keep it in a roadworthy condition.

failure to comply may jeopardise your claim or cover

## Features and Benefits

### Part A – Loss and Damage

- Replacement or repair of your motorcycle or spare parts if your motorcycle, accessories or spare parts are lost, stolen or damaged.
- New motorcycle replacement within the first 12 months of your purchase from new if the motorcycle is a total loss or stolen and not recovered.

### Part B – Liability to Others

- Your legal responsibility for:
  - a) Death or injury to other persons, unlimited amount.
  - b) Damage to other persons property up to £20,000,000.
- Legal fees and expenses if we provide our written permission.
- Emergency medical treatment.

### Part C – Foreign Use

- 93 days cover in any one-year for travelling abroad, You must give us notification of your trip.

**Motorcycle Service Cover**

- Cover whilst your motorcycle is in the custody or control of a motor garage for maintenance, repair, testing or servicing or at a hotel or restaurant where your motorcycle has been parked for You.

**Significant or unusual Exclusions or Limitations**

- The standard excesses and any additional amount You have agreed to pay will be shown within your policy wording or in the policy schedule.

**General Exceptions:**

- Being airside on any airport or airfield premises.
- Earthquake, riot or civil commotion outside of England, Scotland, Wales, the Isle of Man or the Channel Islands, radioactive contamination, war risks, terrorism, pollution and contamination.

**Exclusions Under Part A – Loss and Damage:**

- Loss of value after a repair, damage to tyres from braking, punctures and cuts, loss of your motorcycle by deception, return to legal owner, loss if left unlocked or with the keys in or on the motorcycle and the cost of any hired alternative transport.

- Where your motorcycle is not to United Kingdom specifications and any part or accessory becomes unobtainable or out of stock in the United Kingdom increased repair or replacement costs or storage costs of your motorcycle.

**Exclusions Under Part B – Liability to Others:**

- Anyone driving your motorcycle that is disqualified from driving or has never held a driving licence.

**Exclusions Under Part C – Foreign Use:**

- Any legal action taken against You outside the United Kingdom, unless it is a result of using your motorcycle in a country for which we have agreed to extend this insurance cover.



### **Duration**

---

This is an annually renewable policy.

### **Cancellation period**

---

You are free to cancel this policy at anytime.

Any terms applying to refunds of premium are detailed within the policy wording.

### **Claim Notification**

---

To make a claim, contact our claims advisers on 0870 902 3801.

### **Making Yourself Heard**

---

Any complaint You may have should in the first instance be addressed to your insurance adviser, then claim office or helpline as applicable. If You are not satisfied with the way in which your complaint has been dealt with, You should write to The Customer Care Department of AXA Insurance.

If the complaint is still not resolved, You can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

### **Financial Services Compensation Scheme (FSCS)**

---

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event You may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## Making Yourself Heard

*If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.*

***We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so **We** can try to put things right.*

### Who to Contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **You** are talking to the right person, and;
- that **You** are giving them the right information.

### When You Contact Us

- Please give **Us Your** name and a contact telephone number.
- Please quote **Your** Policy and/or claim number, and the type of Policy **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint.

So **We** begin by establishing **Your** first point of contact.

### Step One – Initiating Your Complaint

Does **Your** complaint relate to:

**A: Your Policy?**

**B: a claim on Your Policy?**

If **A, You** need to contact the agent or Insurance Intermediary who sold **You Your Policy**. Call the number on **Your Policy** documentation.

If **B**, contact whoever is currently dealing with **Your** claim and state **Your** complaint.

In either case, if **You** wish to provide written details, the following checklist has been prepared for **You to Use** when drafting **Your** letter:

- Head **Your** letter 'COMPLAINT'.
- Give **Your** full name, postcode and contact telephone number(s).
- Quote the type of **Policy** and **Your Policy** and/or claim number.
- Advise the name of **Your** insurance agent/firm (if applicable).
- Explain clearly and concisely the reason(s) for **Your** complaint.

The letter should be sent to the person dealing with **Your** complaint along with any other material required.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

### **Step Two - Contacting AXA Insurance Head Office**

---

If **Your** complaint is one of the few that cannot be resolved by this stage, contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
IP1 2AN

Tel: 01473 205926  
Fax: 01473 205101  
email:  
customercare@axa-insurance.co.uk

### **Step Three - Beyond AXA**

---

If **We** have given **You Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

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

Tel: 0845 080 1800  
Fax: 020 7964 1001

Referral to the FOS will not affect **Your** right to take legal action against **Us**.

### **Our Promise to You**

---

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **You** informed of progress.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- **Use** the information from complaints to continuously improve **Our** service.

To help **Us** improve **Our** service, **We** may record or monitor telephone calls.

# Definitions

Where **We** explain what a word means that word will have the same meaning wherever it is used in the Policy or **Schedule**.

These words are highlighted by the use of **bold print** and start with a capital letter.

## **Certificate of Insurance**

Evidence of **Your** motor insurance.

## **Excess**

The amount **You** are required to pay as the first part of each and every claim made.

## **Market Value**

The cost of replacing **Your Motorcycle** in the **UK** with one of the same make, model, specification, mileage, age and condition.

## **Schedule**

The attached **Schedule** which forms part of this Policy. Please read the **Schedule** carefully. It defines the cover **You** have under this Policy.

## **UK**

England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands.

## **We/Us/Our**

AXA Insurance UK plc.

## **You/Your**

The Policyholder named in the **Schedule**.

## **Your Motorcycle/Your Motorcycles**

Any Motorcycle vehicle for which **We** have issued a **Certificate of Insurance** or a temporary cover note.

## Choice of Policy

### **Comprehensive Only**

---

All Parts/Sections on the Policy apply except where amended by endorsement.

### **Third Party Fire and Theft**

---

All Parts/Sections of the Policy apply except:

- Loss and Damage under Part A is only covered where loss or damage to **Your Motorcycle** is caused by fire, lightning, explosion, theft or attempted theft
- Or any Parts/Sections amended by endorsement.

### **Third Party Only**

---

**You** are not covered under Parts A and other parts amended by endorsement.

## Part A: Loss and Damage

### 1. Loss of or damage to Your Motorcycle, or spare parts

If **Your Motorcycle**, accessories or spare parts are lost, stolen or damaged, **We** will:

- repair the damage
- replace what is lost or damaged and is too expensive to repair; or
- pay **You** the cost of the loss or damage.

**We** can choose which of these actions **We** will take for any claim **We** agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

Following damage to **Your Motorcycle**, **We** reserve the right to move the salvage to a place of safe and free storage pending settlement of any claim. If **We** settle a claim as a Total Loss, **We** reserve the right to own the salvage.

If **You** cannot use **Your Motorcycle** because of loss or damage that is insured under this Policy, **We** will also pay the reasonable cost of protecting **Your Motorcycle** and taking it to **Our** nearest approved repairer. After the repair, **We** will pay the reasonable cost of delivering the **Motorcycle** to **Your** address in the **UK**.

Where **Your Motorcycle** is not recovered following a theft or is beyond economical repair **We** will pay **You** the **Market Value** of **Your**

**Motorcycle**, including accessories and spare parts at the time they are lost, stolen or damaged.

Accessories and spare parts of **Your Motorcycle**, which are in **Your** private garage at the time of the loss or damage, will also be covered.

If **We** are told that **Your Motorcycle** belongs to someone else or if **You** are buying **Your Motorcycle** under a hire purchase or leasing agreement, **We** will normally make the payment for the total loss of **Your Motorcycle** to the legal owner.

### New Motorcycle replacement

If during the period of one year after the date of purchase and first registration by **You** of **Your Motorcycle** as new it is:

- stolen and not recovered; or
- damaged so that repairs will cost more than 70% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

then **We** will replace **Your Motorcycle** with a new one of the same make, model and specification. This is provided:

- one is available
- **You** and anyone else **We** know who has an interest in **Your Motorcycle** agree.

If a replacement Motorcycle of the same make, model and specification is not available, the most **We** will pay is the **Market Value** of **Your Motorcycle** and its fitted accessories and spare parts at the time of the loss or damage.

### Exclusions to Part A

**You are not covered for the following:**

- Loss of Use or any other consequential loss, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages
- Loss of value after a repair
- The cost of any repair or replacement which improves **Your Motorcycle** beyond the condition it was in before the loss or damage occurred
- Loss of or damage to **Your Motorcycle** arising from or in consequence of water freezing in the cooling circulation system of **Your Motorcycle**
- Damage to tyres from braking, punctures, cuts or bursts unless in an accident
- Loss, destruction or damage caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds

- Loss of **Your Motorcycle** by deception of someone who claims to be a buyer or agent
- Loss or damage to **Your Motorcycle** 's management system or other computer or electronically controlled equipment caused by failure to recognise any date as the true calendar date
- The cost of any hired alternative transport
- Loss from taking **Your Motorcycle** and returning to its legal owner
- Loss or damage to **Your Motorcycle** by theft or attempted theft if **You** or anyone else has left it unlocked or with keys or keyless entry system in it, or on it.
- Any **Excess** that applies to this insurance

Where **Your Motorcycle** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit or accessory of **Your Motorcycle** becomes unobtainable or obsolete in pattern and therefore out of stock in the **UK**, **You are not covered for the following:**

- Increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time for delivery
- Storage costs awaiting commencement of the repair to **Your Motorcycle**.



## Part B: Liability to Others

### 1. Cover provided for You

This Policy covers **You** for the amounts shown below:

- i. Death of or injury to any person is UNLIMITED
- ii. Damage to any other person's Property is limited to £20,000,000

Which **You** become legally responsible for paying arising from death injury or damage to any person's property as a result of an accident involving **Your Motorcycle** and/or caused by a side car trailer that is attached to **Your Motorcycle**.

The same cover will apply if **You** are driving any other Motorcycle which **Your Certificate of Insurance** allows **You** to drive.

### 2. Cover provided for other people (including passengers)

If **You** ask **Us** to, **We** will give the following people the same liability to Others insurance cover **We** give **You**:

- Anyone **You** allow to drive **Your Motorcycle** and is allowed to drive it under the **Certificate of Insurance**
- Passengers (other than the person driving) provided that the passenger:
  1. is not entitled to indemnity under any other policy, and

2. shall as though such person were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

### 3. Your legally-appointed representatives

After the death of anyone insured under this Policy, **We** will protect that person's estate against any liability the deceased person had if that liability is insured under this Policy.

### 4. Legal fees and expenses

If **We** give **You** our written permission, **We** will pay for solicitors fees to:

- represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this **Policy** in a court of summary jurisdiction;

for any accident which might give rise to a claim under Part B of this Policy.

### **Proceedings for manslaughter or causing death by reckless driving**

**We** will pay fees for legal services to defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover:

- **You** must ask **Us** to provide it
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this Policy
- The accident which caused the death or deaths must have happened in the **UK**.

### **5. Emergency medical treatment**

---

**We** will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **We** make, it will not affect **Your** no claim discount.

### **Exclusions to Part B**

---

**You are not covered for the following:**

- Anyone driving **Your Motorcycle** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one
- Anyone who is insured under any other Policy
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this Policy and who is driving **Your Motorcycle**.

## Part C: Foreign Use

**Your** Policy covers **You** abroad for up to 93 days in any one Policy year for the cover shown in **Your Schedule**.

Although it is not necessary to have an International Motor Insurance Certificate (Green Card) when travelling to the following countries, **You** must notify **Us** prior to **Your** departure and in the absence of a Green Card carry **Your Certificate of Insurance**:

Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Hungary, Greece, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland.

When travelling to any other country please notify **Us** at least 3 weeks before **You** leave as **You** may require a Green Card, which will be supplied free of charge.

When contacting **Us** regarding travelling abroad please supply the following information:

1. **Your** Policy number
2. The period for which cover is required i.e. the date **You** leave and the date **You** arrive back in the **UK**
3. The registration number and make and model of **Your Motorcycle**
4. Trailer details – Serial No./Description/Identity – (if applicable)
5. Countries to be visited.

### **Exclusions to Part C**

---

**You** are not covered for any legal action taken against **You** outside the **UK**, unless it is a result of using **Your Motorcycle** in a country for which **We** have agreed to extend this insurance cover.

## No Claim Discount

As long as **You** have not made a claim during the current insurance year, **We** will include a discount in **Your** renewal premium. **We** will give **You** this discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee **Your** premium will not rise.

If **You** make one claim during the insurance year, the no claim discount **You** earn will be reduced as follows:

No Claim Discount You earn	Discount reduced to
1 year	Nil years
2 years	Nil years
3 years	1 year
4 years	2 years
5 or more years	4 years

If **You** made 2 or more claims in the previous insurance year, **You** will not get a no claim discount.

**Your** no claim discount cannot be transferred to anyone else.

**Your** no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says **We** must pay.

## Protected No Claim Discount

Once **You** have a 5 years no claim discount and **You** have not made a claim for at least 3 years, **You** can protect the discount if **You** pay an extra premium at each renewal. This protection will apply unless **You** make more than 2 claims in 3 continuous periods of cover. Then protection will end and **Your** no claim discount will be reduced to nil at **Your** next renewal.

Although **You** can protect **Your** no claim discount, **Your** premium may increase if **You** make claims or **You** receive motoring convictions or as required by **Us** for any other reason.

**Your** protected no claim discount will not be affected by payments for emergency treatment which the Road Traffic Act says **We** must pay.

## Motorcycle Service Cover

### Motorcycle Servicing and Car Parking

Subject to the terms and conditions of this Policy other than limitations to use and driving **We** will provide an indemnity to **You** whilst **Your Motorcycle** is in the custody or control of:

- A motor garage or other similar business, which **You** do not own, which has **Your Motorcycle** for the purpose of:  
maintenance;  
repair;  
testing; or  
servicing
- A hotel, restaurant or similar business, which **You** do not own, where **Your Motorcycle** has been parked for **You**.

## General Exceptions

1. This Policy does not apply when **Your Motorcycle**:
  - is being used for purposes that are not specified in **Your Certificate of Insurance**;
  - is being driven by or in the charge of any person who is not covered by **Your Certificate of Insurance**;
  - is being driven with **Your** permission by any person who **You** know has not got a driving licence or who **You** know to be disqualified from driving or getting a licence;
  - is being driven by, or in the charge of a person who holds a provisional driving licence and does not meet the conditions of that licence;
  - is towing a trailer, or other vehicle for a payment; or
  - is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons and so on).
2. This Policy does not cover anyone who does not meet the Policy terms and conditions.
3. This Policy does not cover any liability which **You** have as a result of an agreement or contract, unless **You** would have had that liability anyway.
4. This Policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from the following:
  - Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel.
  - The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
5. This Policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this Policy covers **You** so far as is necessary to meet with any law on Compulsory Insurance.
6. This Policy does not provide cover except under Part B (Liability to Others) for any accident, injury, loss or damage caused by:
  - a) earthquake;
  - b) riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

7. This Policy does not provide cover for any loss of or damage to property or any consequential loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism. However this Policy covers **You** so far as is necessary to meet any law on Compulsory Insurance.

For the purposes of this exception terrorism means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made whole or in part for political religious or similar purposes.

## General Conditions

*You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.*

1. If **You** want to cancel this Policy **You** must tell **Us** in writing and send **Us** **Your Certificate of Insurance**. On receipt of **Your Certificate of Insurance** and if **You** have not made a claim (or do not have a claim pending) **We** will calculate a refund of premium due to **You** on the following basis.
  - Where continuous cover has operated for more than 12 months **We** will make a pro rata refund of premium.
  - If cover is in the first 12 months a refund of premium will be made on the basis shown on **Your Policy Schedule**.

If the premium is paid under a monthly instalment scheme and a claim has been settled **You** must continue with the instalment payments. Alternatively **We** will deduct outstanding instalments from any claim payment that may be due to **You**.

No refund of premium will be made under a monthly instalment scheme.

**We** reserve the right to cancel this Policy immediately in the event of non-payment of the premium or default by **You** under a monthly instalment scheme. No refund will be made to **You** of any instalment paid. **You** must then send **Us** the **Certificate of Insurance**.

**We**, or **Our** authorised agent, may cancel this Policy by giving **You** 7 days notice in writing, which **We** send by recorded delivery. **We** will send any notice to **Your** last known address (and, in the case of Northern Ireland, to the Department of Environment for Northern Ireland). **You** must then send **Us** the Policy and **Certificate of Insurance** so **We** can refund part of the premium.

2. **You** must do all **You** can to protect **Your Motorcycle** and keep it in a roadworthy condition. If **You** do not do this **Your** right to claim under **Your** Policy may be affected.
  - Ensure use of anti-theft device fitted when **Your Motorcycle** is left unattended



- When leaving **Your Motorcycle** unattended **You** must remove if physically possible **Your** radio and other audio equipment or activate any security features they may have.
  - Maintain **Your Motorcycle** in efficient condition and ensure **You** have a valid MOT Certificate where appropriate
  - Tyres must be kept within the legal requirements at all times.
3. **We** will only provide the insurance described in this Policy if:
    - The information **You** gave on **Your** proposal form and declaration is correct and complete; and
    - Anyone claiming protection has met all its terms and conditions.
  4. If **We** have agreed to accept payment of any premium by instalments and **You** break that agreement, **We** will be entitled to cancel this Policy under Condition 1.

**You** must let **Us** examine **Your Motorcycle** at any reasonable time if **We** ask to do this.

## Claims Conditions

*You must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.*

1. In the event of an accident **You** must immediately do whatever **You** can to protect the Motorcycle and its accessories. **You** or **Your** legal representative must give **Us** full detail via the Claims Help Line (0870 902 3801) as soon as possible after any event which could lead to a claim under this Policy.  
 There may be circumstances where **We** require additional detail in writing. **You** must also immediately send **Us** any letters and documents **You** receive in connection with the event before **You** reply to them.  
 If **You** know of any future prosecution, Coroner's Inquest or Fatal Accident Inquiry about any event, **You** must tell **Us** immediately in writing.
2. **You**, and anyone insured by this Policy, must not admit anything, or make any offer or promise about a claim, unless **You** have **Our** written permission.
- We** may take over and deal with the defence or settlement of any claim in the name of the person making a claim under this Policy. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this Policy. Anyone making a claim under this Policy must give **Us** any information and help **We** need.
3. If **You** make a claim for any liability, loss or damage that is also covered by any other insurance Policy, **We** will only pay **Our** share of the claim.
4. If **We** accept a claim under Part A of this Policy, but **We** cannot agree the amount **We** will pay **You**, **We** will pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before **You** can take legal action against **Us**.
5. If, under the law of any country in which **You** are covered by this Policy, **We** have to pay a claim which **We** would not normally have paid, **We** may recover the payment from **You** or from the person responsible.

6. **You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- Make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance,

then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the Policy
- **We** may at **Our** option declare the Policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the Policy since the last renewal date
- **We** shall not make any return of premium
- **We** may inform the police of the circumstances.

## Endorsements

*Your insurance under this Policy may be extended or restricted by endorsements. Endorsements only apply if their numbers appear in the **Schedule**.*

*All the terms, conditions and exceptions of the Policy continue to apply along with the endorsements.*

### Endorsement No 60 \* Own Loss or Damage Excess

You will pay the amount shown next to this endorsement number in the **Schedule** towards each claim for loss or damage to **Your Motorcycle**.

This endorsement will not apply if damage to **Your Motorcycle** is caused by fire, lightning, explosion, theft or attempted theft.

This endorsement applies on top of any other amount which **You** may have to pay towards each claim.

If **We** pay the whole amount of the claim at first, **You** must immediately pay **Us** the amount **You** have to pay under this endorsement

### Endorsement No 61 \* Fire and Theft Excess

**You** will pay the amount shown next to this endorsement number in the **Schedule** towards each claim for loss or damage to **Your Motorcycle** caused by fire, lightning, explosion, theft or attempted theft.

If **We** pay the whole amount of the claim at first, **You** must immediately pay **Us** the amount **You** have to pay

under this endorsement.

### Endorsement No 62 \* Motorcycle Security

**You** are not covered under Part A of this Policy for any loss or damage caused by theft or attempted theft unless:

- **Your Motorcycle** is fitted with an approved security device; and
- The security device is operational at the time of any loss or damage to **Your Motorcycle**.

### Endorsement No 63 \* Garaged Over Night

**Your Motorcycle** must be kept in a locked building between the hours of 10pm and 6am whilst at **Your** normal place of residence.

If, at the time of any claim under Part A, **Your Motorcycle** is not kept in a locked building when at **Your** normal place of residence between the hours stated, **You** will pay the first £250 towards each claim caused by fire, explosion, theft or attempted theft.

This £250 applies on top of any other amount that **You** may have to pay towards each claim.

**Endorsement No 64 \*  
Limited Mileage**

If the declared annual mileage is exceeded **You** will have to pay £250 towards each claim for loss or damage to **Your Motorcycle**.

This £250 applies on top of any other amount that **You** may have to pay towards each claim.

In respect of each and every occurrence **We** shall not be liable under Part A for an additional £250 of any claim in respect of loss or damage to the **Motorcycle** if the declared annual mileage is exceeded.

**Endorsement No 65 \*  
Pillion Exclusion**

If a claim arises from any incident when a passenger is being carried in or mounting or dismounting from the **Motorcycle**, the cover **We** provide for that claim is limited to the minimum cover needed to meet the relevant law.

**Endorsement No 66 \* Exclusion of  
Riders Under 25**

This Policy does not apply when Your Motorcycle is being ridden by or in the charge of any person under 25 years of age.

**Endorsement No 67 \* Exclusion of  
Riders Under 21**

This Policy does not apply when **Your Motorcycle** is being ridden by or in the charge of any person under 21 years of age.









AXA is a world leader in wealth management and financial protection. We operate in over 50 countries and serve more than 50 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. In addition to Business, Motor and Home Insurance we also offer Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans.

**With our expertise and commitment to customer service and consistent quality care, you can rely on AXA for lasting security.**



**ASK ABOUT AXA'S EXCELLENT RANGE OF  
INSURANCE PRODUCTS**

[www.axa.co.uk](http://www.axa.co.uk)



**AXA Insurance UK plc**

Registered in England No 78950. Registered Office: 107 Cheapside, London EC2V 6DU

A member of the AXA Group of Companies. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

In order to maintain a quality service, telephone calls may be monitored or recorded.

*Be Life Confident*