

# 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

Policy

Delivering quality insurance solutions



# An easier way to claim

## Introducing electronic Your Accident and Third Party Accident Cards

To be used in the event of a claim and featured within this policy

At Equity Red Star we are committed to providing an efficient claims experience that exceeds the expectations of our policyholders and one that gets you back up and running as quickly as possible.

Contained within are our newly introduced Your Accident and Third Party Accident Cards, designed for you to use in the event of an accident.

By using the cards and following the instructions on the 'Help us to help you' section, we are able to provide you with immediate assistance, manage the entire claims process, and help protect you from fraudulent and exaggerated claims.

This policy comes complete with the phone numbers you will need to call in the event of an accident along with the information you are required to gather.

We offer a 24 hour claims helpline, open 365 days a year and our expert staff are here to help you. This initiative is another example of how here at Equity Red Star we are always working toward improving our customer and claims experience.

**For more information on how to use the cards contact:**

**Web:** [www.equityredstar.co.uk/claims](http://www.equityredstar.co.uk/claims)

**Phone:** 0845 602 3374

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# Help us to help you

## How to use the electronic claims cards

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### Your Accident Card



Print the cards on a single sheet of paper and then cut the cards out



Put the card in your wallet/purse or on your machine (under the seat or in the tool box)

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### Third Party Accident Cards



Print the cards on a single sheet of paper and then cut the cards out



Put the card in your wallet/purse or on your machine (under the seat or in the tool box)

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## In the event of an accident

- 01.** Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number on the Your Accident Card
- 02.** Give the Third Party Accident Card to the other driver in all circumstances. Make sure you write your contact details on it
- 03.** Take photographs of damage to all vehicles and the scene of the accident, if safe to do so
- 04.** Note the number of occupants in the other vehicle(s)
- 05.** Note the number and details of witnesses

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## By using the cards we can arrange:

- Roadside recovery for immobile vehicles
- Collection and repair if cover is comprehensive

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## Fire, Theft, Vandalism and Windscreen damage

Phone us using the 24 hour helpline number on **0845 602 3365**  
**Windscreen helpline: 0845 602 3378**

Following the instructions above will help us protect you from fraudulent claims and keep costs to a minimum

To ensure you can fold the cards correctly please print on one sheet of paper

Fold here



# Your Accident Card



Call immediately in the event of an accident

**0845 602 3365**

Windscreen helpline  
0845 602 3378



Help us give you a good service and protect you from fraudulent and exaggerated claims:

- 01.** Call our 24 hour helpline from the scene of the accident if possible
- 02.** Give the other driver the Third Party Accident Card
- 03.** Take photographs of damage to all vehicles and the scene of the accident if safe to do so
- 04.** Note the number of occupants in the other vehicle(s)
- 05.** Note the number, and details, of witnesses



# Your Accident Card



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Windscreen helpline  
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- 05.** Note the number, and details, of witnesses

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# Third Party Accident Card

**Give this card to the other  
driver in all circumstances**

The Equity Red Star insured driver  
must complete his / her details  
before handing the card to the  
other driver

See reverse of card for important advice



Full name

Telephone number

Name of person or company on the policy

Vehicle registration number

Policy number (if known)

## Important information

We understand that accidents can sometimes be distressing  
and are always inconvenient.

If our driver is wholly or partly at fault for this accident we would like to  
assist you, should you require it, by:

Arranging and paying for your vehicle repairs and/or organising a replacement  
"like for like" vehicle for you (at no cost or inconvenience to you).

**To take us up on our offer please contact us on: 0845 602 3376**

You must show this card to your insurer and your legal or other agent.  
They will need to be aware that we have made this offer to you.  
You have a legal duty to keep your losses to a minimum.

You should be aware that you may be liable for hidden costs in connection with  
repairs to your vehicle or with the provision of a replacement vehicle by another  
party, even if they are recommended to you by your own insurer.



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You should be aware that you may be liable for hidden costs in connection with  
repairs to your vehicle or with the provision of a replacement vehicle by another  
party, even if they are recommended to you by your own insurer.

Fold here

This is your Equity Red Star Motorcycle insurance policy document. You should read this policy and any schedule, endorsement and certificate of motor insurance as if they were one document. If you have any questions about any of your motor insurance documents, call your intermediary or Equity Red Star office.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this insurance is governed by English law.

## Motorcycle insurance

This document is a legally-binding contract of insurance between you (the insured) and us (Equity Red Star). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your signed proposal form or statement of facts. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay the premium.

Signed for and on behalf of EQUITY RED STAR

A handwritten signature in black ink, appearing to read 'Mark Bacon', is written over a white circular stamp. The stamp contains the text 'EQUITY RED STAR' and 'Active Underwriter'.

Mark Bacon  
Active Underwriter





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## What to do if you have an accident

To help us to give you the best service, as well as control the claim costs and the future cost of your insurance, it is important that you:

- ▶ tell us about a claim as soon as possible (if safe to do so, from the scene of the accident); and
- ▶ take photographs of the damage to all vehicles and follow advice in the 'Claims against you' section on page 4.

### **Claims helpline - 0845 602 3381**

Call this number if you need to report an accident, fire or theft claim.

Our 24-hour helpline, open 365 days a year, will take details of the incident. Our expert staff are here to help you get back on the road quickly.

### **We are committed to:**

- ▶ providing a market-leading customer experience;
- ▶ using a specialist team to handle all claims;
- ▶ providing a network of approved suppliers to get you back on the road quickly;
- ▶ tackling fraud to keep your premiums low;
- ▶ handling third-party claims in a positive way to reduce claim costs; and
- ▶ using the most sophisticated up-to-date industry tools to help us handle claims.

(Continued on next page.)

## Repairs to your motorcycle

If damage to your motorcycle is covered under your policy, we will discuss suitable repair options with you.

Our service includes:

- ▶ roadside recovery if your motorcycle cannot be ridden;
- ▶ collection and redelivery after repairs;
- ▶ using our approved repairer network, if suitable for your motorcycle and your needs; and
- ▶ the reassurance of your claim being handled by an expert claim handler.

**We want to get our customers back on the road as quickly as possible.**

## Important note

**Protect your motorcycle - make sure it is locked and the keys are in a safe place.**

Your insurance will not cover loss of or damage to your motorcycle or its contents by theft or attempted theft or an unauthorised person taking and riding it if:

- ▶ it has been left unlocked;
- ▶ it has been left with the keys in it; or
- ▶ you have not taken reasonable precautions to protect it.

(Continued on next page.)

## Claims against you

To help us reduce the amount of any claim that might be made against you and protect you against fraudulent claims, remember the following.

- ▶ Do not apologise or admit fault.
- ▶ Take the other person's:
  - ▶ name, address and contact number;
  - ▶ registration number and make and model of their vehicle; and
  - ▶ insurer's name and policy number.
- ▶ Take photos of:
  - ▶ damage to the other person's vehicle;
  - ▶ damage to your own motorcycle; and
  - ▶ the accident scene (if safe to do so).
- ▶ Make a note of any injuries.
- ▶ Note the number of passengers in the other vehicle.
- ▶ Take the name, address and contact number of any witnesses to the accident.
- ▶ Record the name and number of any police officer who attends the scene of the accident.
- ▶ Note any unusual behaviour from the other person and the direction the other motorist takes when leaving the scene.

## Definitions

- **Accessories** - parts added to your motorcycle that do not affect its performance.
- **Agreed value** - if your motorcycle is stolen and not recovered or is a total loss, we will pay the amount shown in your schedule and not the market value. If your insurance has been accepted on an agreed value, this will be shown in your schedule.
- **Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.
- **Equity Red Star** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.
- **Excess** - a contribution by you towards a claim under this insurance.
- **Market value** - the cost of replacing your motorcycle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss.
- **Period of insurance** - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.
- **Schedule** - the document showing the motorcycle we are insuring and the cover which applies.
- **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself.
- **United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **We, us** - Equity Red Star.
- **You** - the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.
- **Your motorcycle, the insured motorcycle** - any motorcycle shown in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached trailer).

## Data protection notice

Please read this notice carefully as it contains important information about the details you will give or have given us. It is a condition of this insurance that you read and accept the terms of this data protection notice. You should show this notice to anyone covered by this insurance.

We will process the details you have provided in line with the Data Protection Act 1998 and other laws which may apply. Your information may also be processed outside of the European area. In all instances we make sure that your information has enough protection.

So that we can assess the terms of an insurance contract, or deal with any claims that may arise, we may need to share information such as your name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of your medical conditions or criminal convictions. We may pass this information to other organisations that we have carefully chosen as well as other companies within our group.

If we provide a credit facility for you to pay your premiums, we may share your information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

We share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

### Insurance underwriting

We examine the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- ▶ consider whether to accept a risk;
- ▶ make decisions about providing and dealing with insurance and other related services for you and members of your household;
- ▶ set price levels for your policy;
- ▶ confirm your identity to prevent money laundering; and
- ▶ check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - ▶ when you apply for insurance;
  - ▶ if there is an accident or a claim; or
  - ▶ at the time you renew the policy.

## Preventing or detecting fraud

We will share information about you with other organisations and public organisations including the police for the purpose of:

- ▶ tracing debtors or beneficiaries;
- ▶ recovering debt;
- ▶ managing your accounts and insurance policies;
- ▶ carrying out fraud searches; and
- ▶ preventing fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

If you give us false or inaccurate information:

- ▶ it may mean your insurance policy or prospective insurance policy is not valid;
- ▶ we will pass details to fraud-prevention agencies;
- ▶ law-enforcement agencies may access and use this information; and
- ▶ we and other organisations may access and use this information to prevent fraud and money laundering.

## Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

## Keeping to legal responsibilities

### Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claim and conviction history.



Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to IDSL.

## Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- ▶ Continuous Insurance Enforcement (you can get information about this from the Department of Transport);
- ▶ electronic vehicle licensing;
- ▶ law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders; and
- ▶ providing government services or other services aimed at reducing the level of uninsured driving.

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Managing complaints

If you make a complaint about the service we have provided, we may have to pass on details about your complaint, including your personal information, to other people or organisations such as Lloyd's or the relevant ombudsman.

If you have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at Equity Insurance Group Limited, Library House, New Road, Brentwood, Essex CM14 4GD.

# Cover

## The cover you have

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

- ▶ Comprehensive (shown as COMP) – all sections apply.
- ▶ Damage, fire and theft (shown as DFT) – only section 2 applies. You can only have this cover if your motorcycle is declared SORN (officially off the road) with the DVLA and is not being used.
- ▶ Third party, fire and theft (shown as TPFT) – sections 1, 2 (except accidental or malicious damage, flood damage or vandalism) and 3 apply.
- ▶ Third party only (shown as TPO) – sections 1 and 3 apply.
- ▶ Fire and theft (shown as FT) – only section 2 (except accidental or malicious damage, flood damage or vandalism) applies. You can only have this cover if your motorcycle is declared SORN (officially off the road) with the DVLA and is not being used.

The general terms, conditions and exceptions apply to all sections of the insurance.

## Section 1 - Liability to others

### Riding your motorcycle

We will provide insurance cover for any accident you have while riding, using or in charge of your motorcycle.

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident. We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

### Riding other motorcycles

We will also provide the cover shown above (if this is shown in your certificate of motor insurance and your motorcycle has an engine size of 351cc's or more), to ride any motorcycle that you do not own and have not hired under a hire-purchase or leasing agreement, as long as you have the owner's permission to ride the motorcycle.

You are not insured against:

- ▶ any loss or damage to the motorcycle you are riding;
- ▶ any event which happens outside of the United Kingdom;
- ▶ any legal responsibility if you no longer have the insured motorcycle;
- ▶ any event which happens when the insurance is not in the name of an individual person;
- ▶ any legal responsibility unless the motorcycle is insured in its own right; or
- ▶ releasing a motorcycle that has been seized by the police.

### Other people riding or using your motorcycle

In the same way you are insured, we will also cover the following people.

- ▶ Any person you allow to ride or use your motorcycle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- ▶ Any passenger who has an accident while travelling on or getting on or off the insured motorcycle, as long as you ask us to cover the passenger.

## **Legal personal representatives**

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

## **Business use**

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Riding your motorcycle' while you are working for that employer or partner, but not while using a motorcycle provided by the employer or partner unless that motorcycle is shown in your schedule.

## Costs and expenses

### Legal costs

If we first agree in writing, we will pay:

- ▶ solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- ▶ the costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- ▶ all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

### Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any motorcycle which this insurance covers.

This cover only applies in the United Kingdom and we must provide it under the Road Traffic Acts.

## Towing

Under this section we will insure you while any motorcycle covered by this insurance is towing a trailer (as allowed by law).

We will only provide this cover if:

- ▶ the trailer is properly secured to your motorcycle by towing equipment manufactured for the purpose; and
- ▶ the method of towing the trailer stays within the manufacturer's recommended towing limits and any other relevant law.

We will not pay any claim arising from:

- ▶ loss of or damage to the towed trailer;
- ▶ loss of or damage to any property being carried in or on the towed trailer;
- ▶ a trailer being towed for reward;
- ▶ towing more than the number allowed by law; or
- ▶ if more than one trailer is being towed at any one time.

## Exceptions to section 1

### **This section of your insurance does not cover the following.**

- 1 Anyone who can claim for the same loss from any other insurance.
- 2 Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- 3 Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- 4 Any legal responsibility while your motorcycle is being used in or on restricted areas of airports or airfields. We will not pay any claim which involves an aircraft within the boundary of the airport or airfield.
- 5 Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.
- 6 Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- ▶ relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
- ▶ includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your motorcycle, or any part of it.

- 7 Death, bodily injury or damage arising as a result of loading or unloading your motorcycle somewhere other than on a road by anyone apart from the rider or attendant.

## Section 2 - Loss of or damage to your motorcycle

### **This cover only applies to your motorcycle**

We will insure your motorcycle against loss or damage (less any excess that applies) caused by:

- ▶ accidental or malicious damage, flood damage or vandalism;
- ▶ fire, lightning, self-ignition and explosion; or
- ▶ theft or attempted theft, or taking your motorcycle away without your permission.

### **For a claim under this section we may either:**

- ▶ pay for the damage to be repaired;
- ▶ pay an amount of cash to replace the lost or damaged item; or
- ▶ replace the lost or damaged item.

### **The most we will pay will be either:**

- ▶ the market value of your motorcycle immediately before the loss (including its accessories), up to the value shown in your schedule, or, if it applies, the agreed value shown in your schedule; or
- ▶ the cost of repairing your motorcycle;  
whichever is less.

We will not pay the cost of any repair or replacement which improves your motorcycle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

### **Excesses**

If an excess is shown in your schedule, you have agreed to pay that amount for each incident of loss or damage.

If more than one motorcycle is insured on your policy and they are involved in the same incident, the excess shown in your schedule will apply to each motorcycle separately.

## Recovery and redelivery

Following any claim under this section we will pay the cost of removing your motorcycle from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your motorcycle back to you in the United Kingdom after repair.

Do not try to move your motorcycle yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move your motorcycle, we will not pay any extra cost arising from that damage.

## Repairs

If your motorcycle is damaged in any way covered by this insurance, contact us immediately for advice and help about repairs.

If your motorcycle cannot be ridden safely, you may authorise reasonable and necessary repairs without previously getting our permission, as long as you tell us immediately.

We may arrange for your motorcycle to go to a repairer we choose if we cannot reach an agreement with the repairer over costs.

We may use recycled or non-original parts and equipment when repairing your motorcycle.

## Total loss (write-off)

If the cost of repairing your motorcycle is greater than the market or agreed value of your motorcycle, we will offer you an amount as compensation. The insurance for your motorcycle will end when you accept that offer.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate, motorcycle purchase receipt, all keys and any other relevant documents before we agree settlement.

Once we have made a payment, your motorcycle becomes our property.

You will not receive a refund of premium if your insurance ends due to the total loss of your motorcycle. If you pay your premium under the Equity Red Star instalment plan, we will take the amount you owe for the year's premium from the claim payment.

If the motorcycle belongs to someone else, we will normally pay the motorcycle's owner an amount for the total loss of the motorcycle.

If there is any outstanding loan on your motorcycle, we may pay the finance company first. If our estimate of market value is more than the amount you owe them, we will pay you the rest. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.



If your motorcycle is leased or on contract hire, we may pay the leasing or contract-hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract-hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

### **When your motorcycle is being serviced**

The cover provided under this section will still apply when your motorcycle is being serviced or repaired. While your motorcycle is in the hands of the motor trade for a service or repair, we ignore any restrictions on riding or use (as shown in your certificate of motor insurance).

## Exceptions to section 2

### **This section of your insurance does not cover the following.**

- 1 The amount of any excess shown in your schedule.
- 2 Any amount as compensation for you not being able to use your motorcycle (including the cost of hiring another motorcycle).
- 3 Wear and tear.
- 4 Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- 5 Your motorcycle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
- 6 Repairs or replacements which improve the condition of your motorcycle.
- 7 Damage to tyres, unless caused by an accident to your motorcycle.
- 8 Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the motorcycle manufacturer's instructions.
- 9 Loss of or damage to accessories unless they are permanently attached to your motorcycle.
- 10 Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the motorcycle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- 11 Loss of or damage to your motorcycle as a result of deception.
- 12 Loss resulting from repossessing your motorcycle and returning it to its rightful owner.
- 13 Loss of or damage to your motorcycle or its contents by theft or attempted theft or an unauthorised person taking and riding it if:
  - ▶ it has been left unlocked;
  - ▶ it has been left with the keys in it; or
  - ▶ you have not taken reasonable precautions to protect it.
- 14 Loss of or damage to your motorcycle resulting from a member of your immediate family, or a person living in your home, taking your motorcycle without your permission, unless that person is convicted of theft.
- 15 Loss of or damage to any motorcycle which you are riding or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that motorcycle is shown in your schedule).
- 16 Loss of fuel.

## Section 3 - Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your motorcycle:

- ▶ in any country which is a member of the European Union; and
- ▶ in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

We will provide the cover shown in your schedule when you visit any country which is a member of the European Union, Andorra, Croatia, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 90 days.

This cover only applies if your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and your visit to these countries is temporary.

### Extra cover

If you want to travel to any other country, or want to extend the 90-day limit on any one trip, you must contact your intermediary. If we agree to extend your cover, and you pay any extra premium that we ask for, we will extend your cover so that the following benefits apply.

#### ▶ Insurance cover

We will extend your insurance to apply to claims which happen:

- ▶ in any country which we have agreed to provide cover for; and
- ▶ while your motorcycle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your motorcycle is being transported by rail or by a recognised sea route of not more than 65 hours.

#### ▶ Customs duty and other charges

If your motorcycle suffers any loss or damage covered by this insurance, and your motorcycle is in any country which we have agreed to provide cover for, we will do the following. We will:

- ▶ refund any customs duty you have to pay after temporarily importing your motorcycle into any of the countries where you have cover;
- ▶ refund any general average contributions and salvage charges you may have to pay while your motorcycle is being transported by a recognised sea route; and
- ▶ if you cannot ride your motorcycle because of any loss or damage, we will pay the cost of delivering your motorcycle to you at your address after the repairs have been made.

## Section 4 - Loss of keys and replacing locks

We will pay up to £750 if the keys for your motorcycle are lost or stolen and have not been recovered. We will pay the cost of replacing the ignition key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- ▶ you let the police know about the loss as soon as it is discovered; and
- ▶ the address where your motorcycle is kept would be known to any person who has your keys or lock transponder.

You will not have to pay an excess for any claim under this section and it will not affect your no claim bonus.

## General terms

### No claim bonus

If a claim is not made under this insurance during the period of insurance, we will allow a no claim discount.

If only one claim is made in any period of insurance, and if the terms and conditions do not change, we will reduce any no claim bonus which you have earned at your next renewal.

- ▶ From four or more years to two years
- ▶ From three years to one year
- ▶ From two years or one year to nil

If two or more claims are made in any period of insurance, you will lose your no claim bonus. If more than one motorcycle is covered by this insurance, we will assess the no claim bonus as if a separate insurance had been issued for each motorcycle.

Following a total loss claim, if the insurance is transferred to a replacement motorcycle, we will not allow any no claim bonus unless we agree otherwise. We will assess your no claim bonus at your next renewal.

You cannot transfer your no claim bonus to another person.

### Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no claim bonus.

### Changing or adding a motorcycle to this insurance

If you change the motorcycle covered by this insurance, or get an extra motorcycle which you want cover to apply to (including a temporary motorcycle), you must tell us in writing and we must agree before cover can start. (We may ask you to return your certificate of motor insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

## General exceptions

**These general exceptions apply to the whole insurance.**

**Your insurance does not cover the following.**

- 1 Any legal responsibility, loss or damage arising while any motorcycle covered by this insurance is being:
  - ▶ used for a purpose which your motorcycle is not insured for;
  - ▶ ridden by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to ride or who is excluded by an endorsement;
  - ▶ ridden by anyone (including you) who is disqualified from riding, does not hold a valid driving licence or Compulsory Basic Training (CBT) certificate (if needed) in line with current law, has never held a licence to ride a motorcycle, does not keep to the conditions of their driving licence and CBT (if needed) or is prevented by law from having a licence (unless they do not need a licence by law);
  - ▶ used on any race track, race circuit or toll road without a speed limit (such as the Nurburging); or
  - ▶ used for racing or pacemaking, used in any contest or speed trial or is involved in any rigorous reliability testing
- 2 Any legal responsibility, loss or damage that is also covered by any other insurance.
- 3 Any legal responsibility, loss or damage that happens outside the United Kingdom, other than where we have agreed to provide cover. Please see section 3 of this policy.
- 4 Any legal responsibility you have accepted under an agreement or contract unless you would have had that responsibility anyway.
- 5 Any result of war, riot, revolution or any similar event unless we need to provide cover to meet the minimum insurance required by law.
- 6 Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
  - ▶ an earthquake;
  - ▶ riot or civil commotion in Northern Ireland or outside the United Kingdom (unless we need to provide cover to meet the minimum insurance needed by law);
  - ▶ ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;

- ▶ the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
  - ▶ carrying any dangerous substances or goods which you need a licence from the relevant authority for (unless we need to provide cover to meet the minimum insurance needed by law); or
  - ▶ pressure waves caused by aircraft and other flying objects.
- 7 Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your motorcycle being used in a foreign country which we have agreed to extend this insurance to cover.

## General conditions

- 1 We will only provide the cover described in this insurance if:
  - ▶ anyone involved in or making a claim has met all the conditions in this document; and
  - ▶ the information you have given is, as far as you know, correct and complete.
- 2 Your premium is based on the information you gave at the start of the insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us refusing your claim or the insurance not being valid.
- 3 If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end. If you or anyone acting on your behalf provides false or stolen documents to support a claim, we will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident you must give us full details of the incident as soon as possible. You must also give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.
- 5 You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.  
You must not admit to, negotiate on or refuse any claim unless you have our permission.
- 6 You must take all reasonable steps to protect your motorcycle from loss or damage, and to maintain it in an efficient and roadworthy condition.  
You must let us examine your motorcycle at any reasonable time.
- 7 We can:
  - ▶ take over, carry out, defend or settle any claim; and
  - ▶ take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance.We will take this action in your name or in the name of anyone else covered by this insurance.  
You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.
- 8 If we accept your claim, but disagree with the claim amount, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.



- 9 We or your intermediary may cancel this insurance by sending seven days' notice, in writing, to your last known address. In the case of Northern Ireland, we will also send a copy of this letter to the Department of the Environment. We will then refund the part of your premium which applies to the period of insurance which is left to run. We will send this refund to your intermediary.
- 10 If this insurance does not meet your needs, you may cancel it by sending written notice and returning your documents (including the certificate of motor insurance) to us within 14 days of receiving them. As long as your motorcycle has not been written off as a result of a claim under this insurance, we will return any premium. We will take off a charge equal to the period of cover you have had. This charge will be at least £25 plus insurance premium tax (IPT). The 14-day period applies to new policies and renewing existing policies.
- 11 You may cancel this insurance at any other time by telling us in writing and sending back your certificate of motor insurance and the schedule. If you have not made any claim in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate. We will then refund to your intermediary the amount we owe you. If a claim has been made, we will not give you a refund.

Period you have had cover for	15 days to 1 month	up to 2 months	up to 3 months	up to 4 months	up to 6 months	up to 8 months	over 8 months
Percentage of annual premium covering that period	25%	30%	50%	60%	75%	90%	Full Premium
Percentage of refund	75%	70%	50%	40%	25%	10%	Nil

- 12 If you have agreed to pay your premium under the Equity Red Star instalment plan, the following will apply.
- ▶ If you do not pay an instalment when the policy is due for renewal, all cover under this contract will end from that date. You must then return your certificate of motor insurance to us.
  - ▶ If you do not pay an instalment at any other time, we may refuse to pay any claim arising from an event which happens on or after that date. If you do not pay a previously unpaid instalment when we ask a second time, we will cancel this contract from the due date of the first unpaid instalment. All cover under this contract will end and you must return your certificate of motor insurance to us.
  - ▶ If your motorcycle is written off before you have paid all your instalments, and we agree to pay your premium, we will take from the claim payment the amount you owe for the year's premium.
  - ▶ If you need to pay any extra premium during the period of insurance, it will be spread out over the remaining instalments due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.

- 13 If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under section 1. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.
- 14 If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
- 15 If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.

## Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have happened since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your intermediary or Equity Red Star office. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

### **Here are some examples of the changes you should tell us about.**

- ▶ A change of motorcycle (including extra motorcycles and any temporary motorcycles).
- ▶ All changes you or anyone else make to your motorcycle if these make your motorcycle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- ▶ A change of address.
- ▶ A change of job, including any part-time work by you or other riders, a change in the type of business or having no work.
- ▶ A change in the purpose which you use your motorcycle for.
- ▶ A new main user of your motorcycle.
- ▶ Details of any rider you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to ride.
- ▶ Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to ride or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- ▶ Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to ride.
- ▶ Details of any accident or loss (whether or not you make a claim) involving your motorcycle or that happens while you are riding anyone else's motorcycle.
- ▶ If any rider suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.

## Endorsements

### **This appendix forms part of your insurance.**

An endorsement only applies if the endorsement number is shown in your schedule. The endorsement wordings are shown in this appendix or in your schedule.

If an endorsement number in your schedule is followed by an amount, the specified endorsement will be limited to the amount shown.

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to your motorcycle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

### **Plain English Campaign's Crystal Mark does not apply to the following endorsements.**

#### **Endorsement number 01 – Damage, fire and theft excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document. The amount shown is on top of any other amount which you may have to pay under this insurance.

#### **Endorsement number 11 – Drinks and drugs clause**

If an accident, which happens when the person named against this endorsement number is driving the insured motorcycle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.

#### **Endorsement number 18 – Owner's endorsement**

The person or organisation named against this endorsement number owns the motorcycle.

## Endorsement number 31 – No claim bonus removed

The 'No claim bonus' section of this document does not apply.

## Endorsement number 32 – Fire and theft excess

We will not pay the first amount shown in your schedule for any fire and theft claim made under section 2 of your policy document. The amount shown is on top of any other amount you may have to pay under this insurance.

## Endorsement number 38 – Agreed value

If your motorcycle is stolen and not recovered, or is damaged and the cost of repairs would be more than the motorcycle is worth, we will pay you amount shown against this endorsement number after we have taken off any excess that applies.

## Endorsement number 40 – Limited mileage

During any one period of insurance, your motorcycle must not be driven for more mile than are stated against this endorsement number.

## Endorsement number 41 – Classic bike

**Security** - When your motorcycle is not in use it must be kept in a locked garage at the address declared to us. During the course of a journey it must be kept securely locked and immobilised while unattended.

**No Claim Bonus** - The 'No claim bonus' section of this document does not apply to this insurance.

**Mileage** - If your motorcycle was registered after 1970 it must not travel more than 3,000 miles under its own power in any one period of insurance. If your motorcycle was registered before 1971 there is no mileage limitation to your cover.

**Spare And Dismantled Parts** - Under section 2 of your policy document cover for accessories or spare parts is extended to include spare and dismantled parts for your motorcycle(s) declared to us, while kept at the garage declared to us. The most we will pay during any one period of insurance is the market value of the parts or £500, whichever is the smaller amount.

**Rallies** - You can use your motorcycle in connection with Club Rallies. This insurance does not cover your motorcycle in connection with any National or International Rallies other than those in which your Club takes part.

**Excess** - We will not pay the first £50 of any claim under section 2 of your policy document.

**Breakdown And Recovery Service** - Your insurance is extended to provide a UK Breakdown and Rescue service. This cover applies if your motorcycle breaks down during the course of a journey provided you are more than one mile from your home address. This service will provide cover for recovery of your motorcycle and any costs involved, provided that the breakdown occurs within the mainland of England, Scotland, Wales and Northern Ireland.

A breakdown will include a mechanical or electrical breakdown (failures and breakages, flat battery, puncture, lack of fuel, lost ignition keys) or damage, which is caused by accident, vandalism or theft and results in you not being able to ride your motorcycle.

The following services will apply:

### **Roadside Assistance**

We will arrange assistance at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the motorcycle.

### **Recovery**

If the motorcycle cannot be repaired at the scene of the breakdown, we will arrange for the costs of taking the motorcycle, you and a passenger, from the place where the motorcycle has broken down to the nearest available garage, motorcycle repairers or any one place you choose within the mainland of England, Scotland, Wales and Northern Ireland.

### **What To Do If You Break Down**

If your motorcycle breaks down, call the 24-hour Rescue Control Centre on 0500 222 350 or 01277 235 760, where our trained staff will deal with you quickly.

Please have the following information available when you phone:

- ▶ Your Certificate of Motor insurance;
- ▶ The telephone number (including the area code) you are calling from;
- ▶ The location of the broken-down motorcycle, including road numbers, roads and landmarks; and
- ▶ The registration number, make, model and colour of your motorcycle.

### **PLEASE STAY WITH YOUR MOTORCYCLE UNTIL THE RESCUE VEHICLE ARRIVES**

**IMPORTANT: This insurance does not cover the cost of any parts or materials used to repair the motorcycle.**

**We will also not cover the cost of any ferry fares.**

**You must take all reasonable steps to prevent a breakdown.**

**Your motorcycle must not be driven in an unsafe or unroadworthy condition.**

## Endorsement number 54 – Excluding theft unless security device is fitted

We will not pay any theft claim under section 2 of your policy document unless the security device fitted or applied to your motorcycle, which has been declared to us and for which a reduction in premium has been given, is in working order and has been correctly attached and switched on before the theft happened.

## Endorsement number 74 – Personal accident and personal belongings cover

In return for an additional premium, this insurance is extended to provide personal accident benefits and personal belongings cover.

### Personal Accident Benefits

We will pay £10,000 if you or any permitted rider accidentally receives an injury which causes death, or the loss of any limb, or permanent blindness in one or both eyes, which occurs within two years of the accident and is the only cause of that death or injury.

We will also pay £10,000 for permanent total disablement (excluding loss of sight or limbs), which prevents you or any permitted rider from engaging in any remunerative occupation and which after a period of two years from the date of disablement is, in the opinion of a medical referee, unlikely to substantially improve.

The injury or death must be directly connected with your motorcycle's accident.

The most we will pay in any one period of insurance is £10,000.

We will make the payment to you or your legal representative. If you or any permitted rider has any other insurance contract with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- ▶ anyone who is 70 or older at the time of the accident;
- ▶ death or bodily injury caused by suicide or attempted suicide;
- ▶ death or bodily injury while under the influence of drugs or alcohol; or
- ▶ a disability which occurred prior to the period of the insurance.

## Personal Belongings

We will pay up to a total of £250 for crash helmets, clothing and personal belongings in or on your motorcycle if they are lost or damaged as a result of an incident for which a claim is being made under section 2 of your policy document. You must pay the first £25 of any claim under this section.

This personal belongings cover does not apply:

- ▶ to money, stamps, tickets, documents or securities;
- ▶ to goods or samples connected with your work;
- ▶ unless you take all reasonable steps to protect your crash helmet, clothes or personal belongings from loss or damage (if you leave them with your unattended motorcycle, you must either store them in locked top boxes or bags attached to your motorcycle, or securely attached them to your motorcycle using an approved security device);
- ▶ to a theft unless the motorcycle is stolen at the same time; or
- ▶ if the property is insured under any other contract.

## Endorsement number 76 – UK Breakdown, Recovery and Home Services

Your insurance is extended to provide a UK Breakdown and Rescue service, should your motorcycle breakdown during the course of a journey and more than one mile from your home.

We will provide this cover for any breakdown occurring during the period of insurance and within the mainland of England, Scotland, Wales and Northern Ireland.

A breakdown will include a mechanical or electrical breakdown (failures and breakages, flat battery, puncture, lack of fuel, lost ignition keys) or damage, which is caused by accident, vandalism or theft and results in you not being able to ride your motorcycle.

The following services will apply:

### Roadside Assistance

We will arrange assistance at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the motorcycle.



## Recovery

If the motorcycle cannot be repaired at the scene of the breakdown, we will arrange for the costs of taking the motorcycle, you and a passenger, from the place where the motorcycle has broken down to the nearest available garage, motorcycle repairers or any one place you choose within the mainland of England, Scotland, Wales and Northern Ireland.

## Home Service

If the motorcycle breaks down at your home or within one mile of your home, we will arrange assistance and pay call-out fees and labour charges needed to start the motorcycle. If the motorcycle cannot be repaired at the scene of the breakdown, we will pay the cost of taking the motorcycle to the nearest available garage or motorcycle repairer.

## What To Do If You Break Down

If your motorcycle breaks down, call the 24-hour Rescue Control Centre on 0500 222 350 or 01277 235 760, where our trained staff will deal with your request quickly.

Please have the following information available when you phone:

- ▶ Your Certificate of Motor insurance;
- ▶ The telephone number (including the area code) you are calling from;
- ▶ The location of the broken-down motorcycle, including road numbers or names and landmarks; and
- ▶ The registration number, make, model and colour of your motorcycle.

## PLEASE STAY WITH YOUR MOTORCYCLE UNTIL THE RESCUE VEHICLE ARRIVES

**IMPORTANT: This insurance does not cover the cost of any parts or materials used to repair the motorcycle.**

**We will also not cover the cost of any ferry fares.**

**You must take all reasonable steps to prevent a breakdown.**

**Your motorcycle must not be driven in an unsafe or unroadworthy condition.**

## Endorsement number 99

Wherever this endorsement number is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.

### **Endorsement number 312 – Protected no claim bonus**

If only one claim arises during any period of insurance for which the premium has been reduced by a no claim bonus, there will be no reduction in the no claim bonus allowed at the next renewal.

The benefit granted by this endorsement does not apply if more than one claim arises during any one period of insurance.

### **Endorsement number 344 – Compulsory excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.

The amount shown is on top of any other amount which you may have to pay under this insurance.

### **Endorsement number 379 – Specialised paintwork**

In the event of a claim under section 2 of your policy document, we will pay up to £500 for reinstating specialised paintwork, including any engraving or precious metals, on your motorcycle.

### **Endorsement number 386 – Garaged motorcycle clause – increased excess**

You have agreed that you will keep your motorcycle in a locked garage or building either at your home address or at the address declared to us when the motorcycle is not being used. If a theft or attempted theft of your motorcycle happens within a 500 metre radius of your home address or the garaging address when the motorcycle is not in a locked garage or building, we will double the compulsory excess.

### **Endorsement number 672 – Fire and theft cover only for motorcycles kept in locked premises**

Your motorcycle has no cover under this insurance, except when it is kept in locked premises at the address declared to us. When the motorcycle is kept in the locked premises we will cover it under section 2 of your policy document for loss or damage caused by fire, theft or attempted theft. No other cover applies.

# Delivering quality insurance solutions

## Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance, or us, please contact the intermediary who deals with your insurance.

- If your intermediary cannot deal with your complaint, you should write to the Chief Executive of Equity Red Star at **Library House, New Road, Brentwood, Essex CM14 4GD**. When you do this, quote your insurance document number as it will help us to deal with your complaint promptly.
- After this action, if you are not satisfied with the way that your complaint has been handled, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is **Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA**.
- If you are still not satisfied after contacting Lloyd's, you can refer your case to the Financial Ombudsman Service (FOS.) The address is **The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR**.

This does not affect your right to take legal action if necessary.

## About Equity Red Star

Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. Our registration number is 204851. You can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register). Or you can contact the Financial Services Authority on 0845 606 1234.

Equity Syndicate Management Ltd is registered in England and Wales number 426475. The registered office is at Library House, New Road, Brentwood, Essex CM14 4GD

## Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).