

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).



Providing  
Equity Insurance

Your Policy Document - Number BCMC 0714

Motorcycle





Providing  
Equity  
Insurance

## What is Equity Insurance?

For most of us, motor insurance is just a must-have. Yet for some, it is so much more than that; it's a way of taking care of what stands at the heart of their passion or livelihood.

We recognise that for these vehicle owners, standard insurance isn't enough. That's why we work exclusively with brokers to get under the skin of their customers, and to know what their vehicles mean to them. Then we can build products to help meet their needs.

This is a completely different approach to motor cover.

We call it **Equity Insurance**.

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## Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule, endorsement or certificate you've received from ERS too.

If you have any questions about your cover, please contact your broker directly.

This insurance is written in English and any communications we send you about it will be in English too.

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

You and us agree otherwise; or

At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands, in which case the law of that country will apply.

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## Our agreement – your Insurance

This document is a legally-binding contract of insurance between you (the insured) and us (ERS). 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 fact. 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 ERS



Mark Bacon  
Active Underwriter





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## What to do if you have an accident

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- Tell us about the claim as soon as you can. Please call us from the scene of the accident if it's safe to do so
- Take photographs of any damage to the motorcycles involved.

### Claims helpline – 0845 602 3381

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- Call this number if you need to report an accident, fire or theft claim.
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible.

### You can count on us for all this:

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- A market-leading customer experience
- A specialist team to handle your claim
- A network of approved suppliers to get you back on the road quickly
- Fraud prevention to keep your premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly.

### Repairing your motorcycle

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If your insurance covers damage to your motorcycle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your motorcycle can't be ridden we will arrange for roadside recovery
- We'll collect the motorcycle from you and deliver it back to you after the repairs
- Repairs will be carried out by a garage in our approved repairer network, provided that's the best option for you
- An expert claim handler will manage your claim for you.

**We want to get you back on the road as soon as possible.**

### Keeping your motorcycle safe

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

Your insurance won't cover loss of your motorcycle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- You left it unlocked
- You left the keys in it
- You left it with the windows or roof panel open, or the roof open if it is a convertible motorcycle
- You haven't taken reasonable precautions to protect it.



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## **If someone makes a claim against you**

There are a few simple steps you can take to try to reduce the amount of any claim against you, and to protect yourself against fraudulent claims.

### **Don't apologise or admit it was your fault**

- Make sure to take the other person's details, including:
  - Their name, address and contact number
  - The registration number and make and model of their vehicle
  - Their insurer's name and policy number.

### **Take photos of:**

- Any damage to their vehicle
- Any damage to your own motorcycle
- The scene of the accident, as long as it's safe to do so.

### **Make a note of:**

- Any injuries to anyone involved
- The number of passengers in the other vehicle
- The name, address and contact number of any witnesses
- The name and number of any police officer who attends the scene of the accident
- Any unusual behaviour from the other person and the direction they take when they leave the scene.



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## Cover

### **The insurance cover you have**

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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.



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## Contents

Section 1 — Liability to others	8
Section 2 — Loss of or damage to your motorcycle	11
Section 3 — Foreign use	14
Section 4 — Loss of keys and replacing locks	14
General terms	15
- <i>Extra matters to bear in mind</i>	
General exceptions	16
- <i>What your insurance does not cover</i>	
General conditions	17
- <i>What we expect for your cover to be valid</i>	
Important notice	19
- <i>What to do if your circumstances change</i>	
Endorsements	20
- <i>Extra features that may apply to you</i>	
Delivering quality insurance solutions	24
- <i>How to make a complaint if things go wrong</i>	
Definitions	25
- <i>The key words and terms that we use in this document</i>	
Data Protection Notice	26
- <i>How we look after your personal information</i>	





## Section 1 – Liability to others

### Riding your motorcycle

We will provide insurance for any accident you have while you are driving, using or in charge of your motorcycle or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people.

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 this 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.

The most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

### 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 driver 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 value of your motorcycle, we will offer you an amount as compensation. The insurance for your motorcycle will end when you accept that offer.



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If we ask, you must send us your vehicle registration document (V5c), MOT certificate, receipt for buying the motorcycle, all keys and any other relevant documents before we agree to settle the claim.

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

You will not receive a refund of your premium if your insurance ends due to the total loss of your motorcycle. If you pay your premium under the ERS 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 an amount to the motorcycle's owner 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 working out the value of the motorcycle we may take into account any discount on the manufacturer's recommended retail price you received when buying the motorcycle.

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

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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 driving 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, 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 broker. 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.



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## General terms

- *Extra matters to bear in mind*

### **No claim bonus**

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If you have four or more years' no-claim bonus and you make a claim during any period of insurance, we will reduce your no-claim bonus to two years.

If you have three years' no-claim bonus and you make a claim during any period of insurance, we will reduce your no-claim bonus to one year.

If you have one or two years' no-claim bonus and you make a claim during 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 each motorcycle was insured separately.

We will review your no-claim bonus at each renewal, and you cannot transfer it to another person.

### **Emergency medical treatment**

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

### **Changing or adding a motorcycle to this insurance**

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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

- *What your insurance does not cover*

**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 Nurburgring); 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 document.
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

- *What we expect for your cover to be valid*

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. 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 the renewing of existing policies.



**10.** 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 broker 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

**11.** We or your broker may cancel this insurance by sending seven days' notice, in writing, to your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your broker.

Your insurance may be cancelled because

- you have not paid a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- you have not provided documentation requested by us or your broker (such as a copy of your driving licence or evidence of no claim bonus);
- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to your insurance; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

**12.** If you have agreed to pay your premium under the ERS 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 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.



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## Important notice

### *- What to do if your circumstances change*

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if information is relevant. 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.**

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- 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 drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive 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 drive.
- 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

- Extra features that may apply to you

### **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.

### **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.



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## Delivering quality insurance solutions

*- How to make a complaint if things go wrong*

### **Our promise to you**

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We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0845 268 0279 Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with our response you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is Policyholder and Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. Tel: 020 7327 5693. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0800 023 4567. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

### **About ERS**

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ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 204851.)

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

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

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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).



## Definitions

- *The key words and terms that we use in this document*

The meaning of key words and terms used in your insurance policy.

- **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 motorcycle 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.
- **ERS** - 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** - ERS.
- **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 caravan or trailer).





## Data Protection Notice

### - How we look after your personal information

This section contains important information about your personal details. For your insurance policy to be valid you must make sure to read this section and accept the terms. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is protected.

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We can pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

If you pay your premiums via a credit facility, 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. The next three pages give you all the reasons why we might share your information.

### Insurance underwriting

We look at 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 and detecting 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.




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## 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 DVLNI, 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 motorcycle 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 motorcycle 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).

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## 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 ERS Insurance Group Limited, Library House, New Road, Brentwood, Essex CM14 4GD.