To report a claim, call 0344 381 4410

Lines are open 24/7 all year round

UK manned call centre.

IMPORTANT

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

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

Legal Cover

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

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

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

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

You can also report insurance fraud online at www.insurancefraudbureau.org/report

Document of motorcycle insurance

MOTORCYCLE INSURANCE

A guide to your cover and how to make a claim

Keep me somewhere safe

Highway

PART OF LIVERPOOL VICTORIA

WELCOME TO HIGHWAY

Thank you for choosing to purchase a Highway Insurance policy.

Highway Insurance is part of the Liverpool Victoria group of companies. Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about Highway please visit our website at:
www.highway-insurance.co.uk

John O'Roarke
Managing Director
Highway Insurance Company Limited

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IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined on pages nine, ten and eleven and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

Data Protection Notice

How we use your personal information

This information explains how **we** may use **your** details and tells **you** about the systems **we** use that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums down.

The way in which **we** may use **your** personal data is controlled by the requirements of the Data Protection Act 1998. **Highway Insurance Company Limited** is registered for the purpose of processing personal data.

Information provided to **us** may be held, whether or not **you** purchase a policy, on computer, paper file or other format. **We** will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

Subject to payment of a fee, **you** can ask for a copy of the personal information **we** hold about **you** by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to www.LV.com

The information (some of which may be sensitive data) may be used to process and administer **your** insurance by **us** and **our** agents (eg service providers both within and outside the European Economic area with which **we** have agreements). It may also be used or disclosed to regulators for the purposes

of monitoring and enforcing **our** compliance with any regulation. Occasionally, **your** personal information may be disclosed to selected third parties who are assisting **us** in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, quality control and training purposes.

If credit or debit card details are provided to **us we** may use this information to automatically renew **your** insurance policies. **We** will only do this where **we** have **your** permission.

If **your** details have been obtained through one of **our** affinity associations **we** may pass some of **your** information, including policy details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

If **you** move to a new insurer **we** may confirm certain details about **your** insurance to them. **We** will only do this if **we** are sure it's a genuine request.

If **we** receive a request for policy information by an individual other than the policy holder **we** will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

Credit Search

We use information obtained from a number of sources including credit reference agencies. This helps **us** to confirm **your** identity, allows **us** to give **you** a quote and decide which payment options **we** can offer **you**, for example, paying monthly.

You will see a record of this search if **you** request a Credit Report.
No other organisation who may conduct credit searches will be able to see it.

The search won't affect **your** credit record or credit rating in any way.

Previous claims and incidents

You must tell **us** about any claim or incident (such as fire, water damage, theft or an accident) whether or not **you** claimed for them. When **you** tell **us** about a claim or incident **we** will pass information about it to various databases. **We** may search these databases:

- when **you** apply for insurance
- if **you** have a claim
- at renewal

We will do this to validate **your** claims history or that of any other person or property likely to be involved in the insurance or claim.

Fraud prevention and detection

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

– checking details on applications for credit and credit related or other facilities

– managing credit and credit related accounts or facilities

– recovering debt

– checking details on proposals and claims for all types of insurance

– checking details of job applicants and employees

Please contact **us** at GFC, LV=, County Gates, Bournemouth, BH1 2NF if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Some of the registers we make use of are:

- The Claims and Underwriting Exchange (CUE). This is run by Insurance Database Services Ltd. The CUE database is used by most UK insurers and holds details of most motor and household insurance claims.
- Insurance Hunter. This is a central insurance anti fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register. This central database contains details of stolen and written off vehicles.

To protect **your** interests, **we** will check any information provided against these registers for completeness and accuracy. If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud **we** will take action, which could result in prosecution.

Motor Insurance Database

We will add details about **your** insurance policy to the Motor Insurance Database ('MID') which is managed by the Motor Insurers' Bureau ('MIB'). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If **you** are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's vital that the MID holds **your** correct registration number. If not **you** risk the Police seizing **your** vehicle. **You** can check that **your** correct registration number is shown on the MID at www.askmid.com

Telling you about other products and services

Unless **you** have indicated otherwise, **we** and other carefully selected organisations may use **your** information to keep **you** informed of other products and services that may be of interest to **you**. **You** may be contacted by post, telephone or other appropriate means. If **you** would rather not receive such information please write to CCA Department, LV=, County Gates, Bournemouth, BH1 2NF.

How To Make A Complaint

If **you** have a complaint about **your policy** or the service **you** have received, please contact the broker, intermediary or agent that arranged it.

If **you** are not satisfied with the way a complaint has been dealt with please contact **us** by phone on 01277 266376 (For Textphone please dial 18001 first. Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ Email: customercare@highway-insurance.co.uk. When contacting **us** please ensure **you** quote **your policy** or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter.
The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines) Email complaint.info@financial-ombudsman.org.uk.

Making a complaint will not affect **your** right to take legal action.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone 0207 741 4100 or e-mail, enquiries@fscs.org.uk.

DEFINITION OF TERMS AND WORDS

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

Certificate of Motor Insurance – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the motorcycles **we** are insuring, who may drive the **insured motorcycle** (where 'any authorised driver' is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

Contract of Motor Insurance – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, all form the **contract of motor insurance**.

Endorsements – Something which alters **your** insurance cover. **Your** cover will be affected by any **endorsement** that is shown on the **schedule**. (Such **endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **endorsement** may apply. If **you** do not comply with any **endorsements**, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Excess – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one **excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **excess** is shown on the **schedule**.

Family or Household – Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

General Conditions – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical Limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 4 explains the cover that applies when driving abroad.

Highway Insurance – The trading name of **Highway Insurance Company Limited**.

Highway Insurance Company Limited – An insurance company, part of the Liverpool Victoria group of companies, authorised and regulated by the Financial Services Authority.

Insured Motorcycle – The motorcycle(s) shown on the current **schedule** and **certificate of motor insurance**.

Insurance Adviser – The person or company **you** purchased this insurance from.

Market Value – The cost at the date of the accident or loss of replacing the **insured motorcycle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured motorcycle**, refer to guides of vehicle values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured motorcycle** if **you** had sold it immediately before the accident, loss or theft.

Period of Insurance – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

Policy – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Proposal Form or Statement of Fact – The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **us** full information at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Schedule – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured motorcycle**(s) and the cover which applies. It is one part of the **contract of motor insurance**.

Standard Accessories – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured motorcycle**, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.

We, **our**, **us** – **Highway Insurance Company Limited** trading as **Highway Insurance**.

You, **your** – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.

CONTRACT OF MOTOR INSURANCE

Motorcycle

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**, trading as **Highway Insurance**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, and 5 apply.
- Third Party Fire and Theft – Sections 1, 2, 4 and 5 apply.
- Third Party Only – Sections 1, 4 and 5 apply.
- Fire and Theft Only – Section 2 only.

Use

This **contract of motor insurance** only covers **you** if **you** use the **insured motorcycle** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

Cooling-off Cancellation Right

We hope **you** are happy with the cover this **policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **policy**, without giving any reason. To cancel using this 'cooling-off' period **you** must return any **certificate of motor insurance** or temporary cover note relating to this **contract of motor insurance**, along with **your** cancellation request. If **you** do cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless **we** are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not payable.

Changes to your details

You must tell **your insurance adviser** as soon as possible if any of **your** details change including:

- Changes made to **your** motorcycle which improve it's value, appearance, performance or handling.
- Changing **your** motorcycle.
- Changes in the way **you** use **your** motorcycle.
- Change of address or where **you** keep **your** motorcycle.
- Change of occupation, including part time work.
- Change in the main user of the motorcycle.
- Details of any medical conditions.

This is not a full list and **you** should contact **your insurance adviser** for advice if **you** are not sure whether a change will affect **your** cover.

If **you** do not tell **your insurance adviser** about any relevant changes, **we** may:

- Reject or reduce **your** claim.
- Cancel the **policy** and treat it as though it never existed, or
- Do both of the above.

When **you** advise of any permanent or temporary changes to **your policy** during the **period of insurance**, or request duplicate documents, a premium adjustment charge of £15 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by **your insurance adviser**.

Additional Information – The following does not form part of the Contract of Motor Insurance

Motorcycle Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure **your** steering lock is on when **you** leave **your** motorcycle and use a steering wheel lock.*
- Don't make life easier for thieves, always remove the keys from **your** bike. Not to do so may invalidate **your** insurance.
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

You can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: http://www.secureyourmotor.gov.uk/

* **We** recommend **you** install security devices such alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: http://www.thatcham.org/

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are riding, or in charge of the **insured motorcycle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £20,000,000 and for costs and expenses incurred up to £5,000,000.

What is not covered

- Loss or damage to the **insured motorcycle**.
- Any amount above £20,000,000 for damage to other people's property (including any related indirect loss), and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passenger.
- Death or injury to the person riding or in charge of the **insured motorcycle**.
- If **your** current **certificate of motor insurance** states that business use is allowed,liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Riding other motorcycles – What is covered

If **your certificate of motor insurance** says so, **we** will insure **you** to ride any private motorcycle that **you** do not own and have not hired under a hire-purchase or leasing agreement.

Riding other motorcycles – What is not covered

- Legal liability unless **your certificate of motor insurance** states that **you** are covered to ride other motorcycles.
- Any loss or damage to the private motorcycle **you** are riding.
- Riding without the owner's permission.
- Use of a private motorcycle outside the **geographical limits**.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

- Legal liability which is covered by any other insurance **you** have to ride the other motorcycle or when **you** no longer have possession of the **insured motorcycle** or it has been damaged so much that it is not worth repairing or has been stolen and **you** have not got it back.
- Loss or damage to any property belonging to (or in the care of) any rider or passenger who is making a claim under this Section.
- Death or injury to the person riding or in charge of the other motorcycle.
- Use to secure the release of any other private motorcycle which has been seized or confiscated by or on behalf of any government or public authority.
- Use of a private motorcycle unless there is a current and valid policy of insurance in force for the vehicle being ridden under this Section.

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person **you** allow to use the **insured motorcycle** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from riding by an **endorsement** shown in the **schedule**.
- Any person (other than the person riding) being carried on, or getting onto or off of, the **insured motorcycle** or any person who causes an accident while they are traveling on, or getting onto or off of, the **insured motorcycle**
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured motorcycle** or if the person using the **insured motorcycle** is excluded from riding or using the **insured motorcycle** as a result of the **general exclusions, general conditions** and **endorsements**.
- Legal liability if the **insured motorcycle** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Costs of Legal Representation – What is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **contract of motor insurance**.

- The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services **we** arrange for defending an insured person against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions** and **endorsements**.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured motorcycle**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

Emergency Medical Treatment – What is not covered

- Any amount that is more than the compulsory fee.

SECTION 2 FIRE AND THEFT

What is covered

We will cover **you** for loss or damage to the **insured motorcycle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** fitted on it and side car (as long as it is attached and **we** have been told about it).

What is not covered

- Any motorcycle which is not the **insured motorcycle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured motorcycle**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured motorcycle** reducing for any reason.
- Any other indirect loss.
- Loss or damage if **you** have not taken reasonable care to protect the **insured motorcycle**,(see 'Care of the Motorcycle' under the **general conditions**), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossessing the **insured motorcycle** and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring or someone taking the **insured motorcycle** by fraud, trickery or deception.
- Loss or damage arising to a sidecar or accessories unless they are properly attached to the motorcycle by equipment manufactured for this purpose.
- Loss or damage arising from the **insured motorcycle** being taken or ridden by a person who is not an insured rider but is a member of the policyholder's **family or household**, or being taken or ridden by an employee or ex-employee.
- Loss or damage caused deliberately by **you** or any person riding the **insured motorcycle** with **your** permission.
- Any additional damage resulting from the **insured motorcycle** being moved by **you** after an accident, fire or theft.

- Audio or entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Personal belongings including helmets, leathers, gloves, clothing or footwear.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured motorcycle** and safeguard it from such loss or damage.
- Any loss or damage from the **insured motorcycle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

SECTION 3 ACCIDENTAL DAMAGE

What is covered

We will cover **you** for loss or damage to the **insured motorcycle**. This includes **standard accessories** on it and side car (as long as it is attached and **we** have been told about it).

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost or freezing.
- Loss or damage arising from the **insured motorcycle** being filled with the wrong fuel.
- Any accessories, whether permanently fitted or not, that are not **standard accessories**.

SECTION 4 DRIVING ABROAD

Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **insured motorcycle** covered by this insurance in:

- Any country which is a member of the European Union, Andorra, Croatia, Iceland, Norway and Switzerland.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

Minimum Insurance -What is not covered

- Damage to the **insured motorcycle**.
- Customs and Excise duty.

Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union, Andorra, Croatia, Iceland, Norway and Switzerland.
- While the **insured motorcycle** is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea it must be by a recognised sea route and the journey should not take longer than 65 hours.
- For up to a quarter of the **period of insurance** as long as:

  a) The **insured motorcycle** is taxed and registered within the **geographical limits**, and

  b) **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

Cover in addition to Minimum Insurance – What is not covered

- Riding other motorcycles (see Section 1) even if stated on the **certificate of motor insurance**.
- Customs or Excise Duties.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union, Andorra, Croatia, Iceland, Norway or Switzerland.
- The **insured motorcycle**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

SECTION 5 NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one motorcycle, the No Claims Discount will apply separately for each motorcycle.

You cannot transfer **your** No Claims Discount to anyone else.

We will reduce or remove **your** No Claims Discount, in accordance with the scale below, if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

Current NCD (Years)	After 1 Claim (Years)	After 2 Claims (Years)	After 3+ Claims (Years)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount if **you** do not claim more than twice during five continuous periods of insurance. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

CLAIMS HANDLING

We aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** motorcycle is stolen.

Accident

- **You** must STOP at the scene of the accident, do not ride away until **you** have exchanged details with the other party involved.
- Give **your** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.
- Note the exact location and any relevant road signs or markings.
- If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

Theft

- Report the theft to the police immediately and take a note of the officer's name, number, constabulary and crime reference number.
- If **you** know where the motorcycle is after its theft, make sure that it is safe and secure.

Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0845 373 1241 as soon as is reasonably possible.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

We will do the following:

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

Handling Your Claim

(See Sections 2 and 3)

We will do the following:

- Get an agent to take the **insured motorcycle** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer **you** to a Approved Repairer. **You** can take the motorcycle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the motorcycle to a Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- Treat the **insured motorcycle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

You must do the following:

- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.
- Tell **us** straightaway if the **insured motorcycle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **certificate of motor insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured motorcycle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.

Paying Your Claim

(See Sections 2 and 3)

We will do the following:

- Pay the reasonable cost of protecting the **insured motorcycle**.
- Pay for the **insured motorcycle** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.)
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:

  a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,

  b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or

  c) treat the **insured motorcycle** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened.
- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the motorcycle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured motorcycle** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both), this **contract of motor insurance** ends and the **insured motorcycle** becomes **our** property.
- Settle the claim to the legal owner if the **insured motorcycle** is part of a hire-purchase or leasing agreement, or belongs to someone else.

- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured motorcycle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

You must do the following:

- Pay any **excess** direct to the repairer when **you** collect **your** motorcycle.
- Pay the VAT direct to the repairer when **you** collect **your** motorcycle if **you** are registered for VAT.
- Reimburse **us** any amount paid to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

Fraudulent, False and Exaggerated Claims

Fraudulent, false and exaggerated claims increase premiums for **our** policyholders. **We** will not pay a claim which is in any part fraudulent, false or exaggerated, or if **you**, or anyone acting for **you**, makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. **We** will also seek to recover any costs that **we** have incurred. In such circumstances, **we** will cancel **your policy** and **we** will not return any premium.

GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

1 Any accident, injury, loss or damage that happens while the **insured motorcycle** is being:

- used for a purpose which it is not insured for.
- Ridden or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to ride or who is excluded from riding by any **endorsements** or covered by another insurance.
- Ridden or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
- Ridden or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
- Ridden or in the charge of anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy**.
- Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured motorcycle** was regularly maintained and kept in good condition.)
- Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
- Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
- Used to carry passengers or goods in a way likely to affect the safe riding and control of the motorcycle.
- Used in or on restricted areas of airports, airfields or military bases.

2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.

3 Anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.

4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).

5 Hiring out the **insured motorcycle** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment.)

6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

7 The **insured motorcycle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.

8 Any accident, injury, loss or damage caused directly or indirectly by:

- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event.
- earthquake.
- ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
- the radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
- pressure waves caused by aircraft and other flying objects.
- carrying any dangerous substances or goods.

9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 4 – Driving Abroad).

10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured motorcycle** in a country which **we** have agreed to extend this insurance to cover (see Section 4 – Driving Abroad).

11 Any liability, injury, loss or damage caused directly or indirectly by:

- pollution.
- contamination.

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden.
- identifiable.
- not deliberate.
- unexpected.

We will consider the pollution to have happened at the time the incident took place.

GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If **your** circumstances change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance adviser** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

Right of Recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Care of the Motorcycle

The **insured motorcycle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You must take all reasonable precautions to avoid loss of or damage to the **insured motorcycle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down. **You** should also take all reasonable care of the keys to the **insured motorcycle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **insured motorcycle** is left at any time whatsoever (regardless of whether the motorcycle is still within **your** sight) and always make sure the steering lock is on. **You** should keep the **insured motorcycle** in a locked garage if **you** have one and comply with any garaging requirements imposed by **endorsement**. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted.

These devices must always be on and working whenever the **insured motorcycle** is left.

If **you** do not take reasonable care of the **insured motorcycle** and /or fail to comply with any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

You or any other person covered by this insurance must do the following:

- Protect the **insured motorcycle** from loss or damage.
- Keep the **insured motorcycle** in a roadworthy condition. (**You** may be asked to provide details to show the **insured motorcycle** was regularly maintained and kept in good condition.)
- Not move or ride the **insured motorcycle** in a way likely to affect safe riding or control or in a way which could cause loss or damage to it.
- Not move or ride the **insured motorcycle** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** to examine the **insured motorcycle** at any reasonable time.

Cancelling your Policy (Outside the Cooling-off Period)

You may cancel this **contract of motor insurance** at any time by telling **us**, or **your insurance adviser,** in writing or by email or telephone and sending **us your certificate of motor insurance**. If **you** or someone else has not made a claim in the current **period of insurance**, **we** will refund part of **your** premium. **We** will work out the refund on a pro-rata basis less a premium charge of £15 + Insurance Premium Tax to cover **our** administration costs. When **we** work out the time **you** have been covered, **we** use the period from the date the insurance started to the date **we** receive **your certificate of motor insurance**.

We will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

We, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days notice in writing to **your** last known address. **We** do not have to give any reason for cancelling this contract. If **we** do this, **we** will refund part of **your** premium for the **period of insurance** left after the cancellation date, as long as **you** or someone else has not made a claim under this **contract of motor insurance**.

If **we**, or **our** authorised agent, cancel this **contract of motor insurance** because **you** have not paid the premiums on time, **we** will not refund any part of the premium **you** have already paid. **We** will work out any premium **you** owe **us** by charging **you** for the time **you** have been covered by this **contract of motor insurance** on a pro rata basis plus a premium charge of £15 + Insurance Premium Tax to cover **our** administration costs.

In all cases, **you** must return the **certificate of motor insurance** to **us** as soon as **you** receive notice of cancellation. **We** will not pay any refund until **we** receive the **certificate of motor insurance**, or if **you** or someone else has made a claim under this **contract of motor insurance**.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

If there is an accident or theft, ring us on

0845 373 1241

Highway

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