

# 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).

# Trophy Motorcycle

for your motorcycle insurance

This document explains  
cover provided by the  
Trophy Motorcycle  
Insurance Policy



# Trophy Motorcycle Policy

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**Thank you for choosing NIG as your Motor insurer.**

We have been established for over 100 years and provide insurance products to over 2 million customers across the UK. Operating from its London Head Office and network of regional offices NIG sells its policies through over 2,500 professional intermediaries at over 5,000 retail locations.

NIG conducts its business from the United Kingdom and is a part of The Royal Bank of Scotland Group, currently the second largest bank in Europe and fifth largest in the world.

Visit [www.nig.com](http://www.nig.com) for further details.

If this cover does not meet your requirements, please return all your documents (including the certificate) within 14 days of receipt to your broker or agent. We will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a total loss claim has been made.

Signed for The National Insurance and Guarantee Corporation Limited by:

A handwritten signature in black ink, appearing to read 'C. Crawford', with a horizontal line underneath it.

**Charles Crawford**  
Managing Director

# Introducing your policy

Please read this policy, your certificate of insurance and your schedule carefully to make sure you have all the cover you need. You should keep all these documents in a safe place.

## Policy cover

If the cover shown in your schedule is:

- **comprehensive** - all parts of the policy apply;
- **third party fire and theft** - part 1 applies when it relates to loss or damage resulting from fire or your motorcycle being stolen, and parts 2, 3 and 4 apply; or
- **third party only** - parts 2, 3 and 4 only apply.

## Our insurance contract with you

This policy is a contract between us and you. Nobody else has any rights they can enforce under this contract except those they have by law.

The proposal and declaration you have made form the basis of this policy.

We will provide insurance as shown in:

- this policy, as amended by the schedule, which shows any changes to the policy; and
- the certificate of motor insurance, which is evidence of the motor insurance you need by law.

The insurance applies throughout the United Kingdom except where we say otherwise.

## The Law applicable to this contract

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

## How to make a claim

You must report all accidents and losses immediately. Either phone Claim Call on **0845 607 1626** or ask your insurance adviser for a report form.

# Part 1 | Loss or Damage

## What is insured

Your motorcycle if it is damaged, stolen or taken without your permission.

Accessories and spare parts fitted to your motorcycle if they are damaged, stolen or taken without your permission.

We will at our option:

- pay for the damage to be repaired; or
- repair or replace what is stolen or damaged; or
- pay the amount of the loss or damage.

Where we have agreed to pay the amount of the loss or damage and payment is made to you the motorcycle will become our property.

Other parts, which will have a warranty from their manufacturer and our approved repairers, may be fitted during repairs.

If we cannot get a replacement part or accessory, we will pay the manufacturer's last list price.

The most we will pay is the market value of your motorcycle at the time the loss or damage happened. We will not pay more than the amount for which you insured it. We will not pay any costs which increase the market value of your motorcycle.

We will also pay the reasonable cost of taking your motorcycle to the nearest repairer and returning it to your address after the repairs have been carried out.

If your motorcycle is under a hire-purchase or leasing agreement, we will make any payment for the total loss of your motorcycle to the hire-purchase or leasing company.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate immediately.

## What is not insured

- a Loss of use, loss of market value for any reason, deterioration or wear and tear.
- b Mechanical, electrical, electronic or computer failures or breakdowns.
- c Damage to tyres from braking or by punctures, cuts or bursts.
- d Loss of, or damage to, your motorcycle resulting from someone taking it by fraud or trickery.
- e Loss of, or damage to, helmets or clothing.
- f Loss of accessories unless stolen with the motorcycle itself.
- g Loss of your motorcycle if not fitted with a manufacturer's steering lock.
- h Loss of your motorcycle including accessories and spare parts if it is left unattended at any time if:
  - the ignition key has not been removed and the steering lock has not been set and put in operation; or
  - you have agreed with us that a specially-fitted locking device, tracking device, immobiliser or alarm must be fitted, or we have given you a discount from your premium for this, and the equipment has not been set.
- i The first amount you must pay shown under endorsements added to the schedule.

# Part 2 | Liability to Others

## What is insured

We will insure you for all amounts you legally have to pay for causing the death of or injury to any person or damage to their property as a result of an accident caused by the motorcycle which your certificate of motor insurance allows you to ride or use. This includes towing a trailer. This towing must be allowed by law and the trailer being towed must be properly attached to your motorcycle.

We will provide the same insurance to the following people:

- Anyone you allow to ride your motorcycle if they are allowed by your certificate of motor insurance.
- The employer of anyone you allow to ride your motorcycle if they are allowed by your certificate of motor insurance.

If you ask, we will provide the same insurance to the following people in the event of an accident:

- Anyone you allow to use (but not ride) your motorcycle for social, domestic and pleasure purposes.
- Anyone travelling on or getting on or off your motorcycle.

We will insure the estate of anyone insured by this policy against any liability covered by this policy they may previously have had if they die.

As long as the claim is insured by this policy, we will, with our agreement, pay for a solicitor or barrister to:

- represent anyone insured under this policy at a coroner's inquest or fatal accident inquiry; or
- defend anyone insured under this policy in a court.

If there is an accident insured by this policy, we will pay for emergency medical treatment that must be provided under the Road Traffic Acts. This will not reduce your No Claim Bonus.

## What is not insured

- Liability for death of or injury caused to any person in the course of their employment by anyone insured by this policy unless the accident is on a road as defined in the Road Traffic Acts.
- Anyone who is insured by any other policy.
- Liability for loss of, or damage to, property which belongs to, or is in the charge of, any person who is insured by this policy.
- Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- Liability for pollution or contamination unless it is caused by a sudden and identifiable event which is accidental and unexpected.
- Liability for more than £20,000,000 for damages to property and £5,000,000 for legal expenses and costs.
- Liability caused by acts of terrorism as defined in the Terrorism Act 2000 unless we have to provide cover under the Road Traffic Acts.

## Part 3 | No Claim Bonus

If no claim is made under this policy, we will reduce the premium you pay when you renew it according to our current scale of No Claim Bonus. You cannot transfer this bonus to another person.

If you have not paid all the premiums you owe, we will not issue proof of your No Claim Bonus.

In the event of a claim being made the No Claim Bonus will be stepped back in accordance with the following scale:

No. of years bonus at the start of the period of insurance	No. of years bonus at the next renewal date following:		
	1 claim	2 claims	3 claims or more
7 or more	3 years	1 year	Nil
4 to 6 years	2 years	Nil	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Your No Claim Bonus will not be reduced as long as we have got back all that we have paid from those who are responsible.

## Part 4 | Foreign Use

### Compulsory cover

This policy provides the compulsory cover you need by law to use your motorcycle in:

- Any country which is a member of the European Union
- Any country which the Commission of the European Community approves as meeting the requirements of Article 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no72/166/CEE).

See list of countries on page 10.

### Full policy cover

The insurance is extended, for a period of 90 days, to provide the same cover shown in your policy schedule in any of the listed countries on page 10. This will cover your motorcycle while it is in and being transported between any countries shown in the International Motor Insurance Card (Green Card) or the United Kingdom.

If you cannot ride the motorcycle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom.

We will also pay the amount of customs duty you have to pay as a result of the loss or damage.



# General Exceptions

- 1 This policy does not provide insurance when any motorcycle covered is:
  - a being ridden by, or in the charge of, anyone not covered in your certificate of motor insurance or Schedule.
  - b being used for purposes that are not shown in your certificate of motor insurance.
  - c being ridden with your permission by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence; or
  - d being ridden by or in the charge of anyone who does not keep to the conditions of their driving licence.

Any cover you have for loss of or damage to your motorcycle continues while the motorcycle is being repaired or serviced by a member of the motor trade.

If you receive a mileage allowance or money from your passengers to cover the cost of petrol only, and make no profit for shared travel, we will not treat this as use for hire or reward.
- 2 This policy does not insure liability which anyone covered by this policy has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
- 3 This policy does not insure any loss or damage caused by war, revolution or any similar event.
- 4 This policy does not provide insurance except under part 2 (Liability to Others) for any accident, injury, loss or damage caused by:
  - a an earthquake; or
  - b riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 This policy does not provide insurance for any loss, damage or liability caused directly or indirectly by:
  - ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 We will not insure legal proceedings or court judgements unless they result directly from the use of your motorcycle and the proceedings are brought in a country which we have agreed this policy will cover. Any other legal proceedings must be brought in an English or Welsh court. If you live in the Isle of Man or the Channel Islands, any legal disputes will be dealt with by the laws of those islands.

# Conditions

- 1 The insurance described in this policy will apply only if you and any person claiming to be covered by this policy have kept to all the conditions and endorsements.
- 2a You must immediately send us a filled-in report form or report fully to us, quoting your policy number, if there is an event which could lead to a claim being made against you or by you under this policy. You must do this even if you do not plan to claim personally under this policy or if damage to your own motorcycle is not covered by this policy. You must also send us any letter, notice, claim form, court proceedings, summons, writ or communication connected with any claim arising out of any event. We will contact the people who wrote to you.  
  
If you know about any possible future prosecution, inquest or fatal accident enquiry, you must write and tell us immediately. Our address is:  
Claims Department, NIG, 12 Harborne Road, Edgbaston, Birmingham, B15 3AA.  
  
You must not pay or agree to settle any claim without our written permission.
- 2b We will be entitled to:
  - a take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this policy;
  - b take proceedings in your name, or in the name of any other person insured by this policy, to get back any money we have paid under this policy;
  - c any information and help we need from you or any other person insured by this policy.
- 3 We or your insurance adviser may cancel this policy by giving you seven days' notice by recorded delivery. We or your insurance adviser will send notice of cancellation to your last known address. You must then send us or your insurance adviser the certificate of motor insurance.  
  
If you wish to cancel your policy outside of the first 14 days (shown on page 2 of this policy) you can write to us or your insurance adviser and return your certificate of motor insurance. If you or others have not made a claim in the current insurance year, we will refund any premium paid less a pro rata charge for the number of days for which cover has been given plus a cancellation charge of £10. If a claim (other than windscreen) has been reported in the current insurance year no refund will be given.
- 4 If you pay your premium by instalments under our credit agreement, you must pay each instalment when it is due. If you miss an instalment and do not pay it within the time shown in our letters, you will have to pay all the money you owe along with any charges. If we do not receive this payment by the date shown in our letter we will cancel this policy in accordance with condition 3. You must then send us any certificates of motor insurance which are still in force. If you or others have not made a claim under the policy, we will refund part of your premium calculated on the same basis, as shown in condition 3.

## Conditions *continued*

- 5 You must do everything possible to:
  - a keep your motorcycle in an efficient, safe and roadworthy condition; and
  - b protect it from loss or damage.
- 6 If a claim is made under this policy and there is another policy that covers the claim, we will pay only our share of the claim unless we say otherwise anywhere in this policy.
- 7 If you make or report a claim under this policy which is in any way fraudulent, you will lose all benefit and the premiums you have paid. You may also have to repay money we have already paid to you.
- 8 You must allow us to examine your motorcycle at any reasonable time.
- 9 Under the laws of any country where this policy applies, we may have to make payments which are not insured by this policy. You or the person who caused the accident must repay us any money which we have paid because of the laws of the country in which this policy applies which we would not otherwise have paid.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement with the Motor Insurers' Bureau.

# Notes for your information *This is not part of your policy*

## 1 Accidents and losses

You must report all accidents and losses immediately. Either telephone Claim Call on 0845 607 1626 or ask your insurance adviser for a report form.

Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial penalties may be imposed by the courts if you do not keep to these. This may affect our ability, as your insurer, to mount the best defence on your behalf.

If your motorcycle is damaged in a way which is insured under the policy, ask for details of the nearest repairers so that you can get your motorcycle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please take photographs of the accident scene if at all possible.

Please send us, immediately, any letters, summonses, writs or notices you receive and do not answer them.

Please tell us about the following before the next renewal date:

- Accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us.
- Motoring convictions, (including fixed penalty offences) or prosecutions you expect or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

Please tell us about changes of address or occupation as soon as you can.

## 3 Travel abroad

If you are going abroad, please:

- give your insurance adviser 14 days notice whenever possible; and
- read carefully 'Information for travellers abroad' which we will send you with your International Motor Insurance Card (Green Card); and
- check that the countries you are driving in (listed below) are covered by this policy and that the cover matches that which is shown in your schedule.

As of October 2004

### European Union Countries

Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxemborg, Malta, Netherlands, Poland, Portugal, Republic of Ireland, Slovakia, Slovenia, Spain and Sweden.

### Other countries

Croatia, Iceland, Norway and Switzerland.

## 2 Changes to the insurance

Please tell us about the following before you need cover:

- If the owner of your motorcycle changes.
- If you replace your motorcycle or modify it.
- If the riders or how you use your motorcycle change.

When you tell us of any change during the period of insurance and this results in an additional or return premium a £10 charge is made for this amendment.

## Notes for your information *continued*

### 4 Complaints

If you have a complaint arising from your Policy, contact your insurance adviser, or us. Please give your policy number.

If you are not satisfied with the way your complaint has been dealt with, please write to our Managing Director at our head office:

NIG  
Crown House  
145 City Road  
London  
EC1V 1LP

If we are unable to resolve our differences you can contact:

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

Telephone number: 0845 080 1800

### Details of our Regulator

NIG is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or the Financial Services Authority can be contacted on 0845 606 1234.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about the compensation scheme arrangements is available from the Financial Services Compensation Scheme on [www.fscs.org.uk](http://www.fscs.org.uk).



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Registered Office: Crown House, 145 City Road, London EC1V 1LP. Registered in England & Wales number 42133.  
NIG is authorised and regulated by the Financial Services Authority. Our FSA register number is 202263.  
Our permitted business is selling and administering contracts of general insurance.



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