

Your policy  
document



# Motorcycle Insurance



To make a claim call 0344 873 8183 or visit [claims.markerstudy.com](https://claims.markerstudy.com)

[www.markerstudy.com](https://www.markerstudy.com)

# Contents

Important customer information	3
What to do in the event of an accident	4-5
Introduction to your policy	6
Definitions	7-9
Insurance provided – guide to policy cover	10-11
Section A – Loss of or damage to the motorcycle	12-14
Section B – Loss of or damage to the motorcycle by fire or theft	15-17
Exceptions to sections A & B	18-19
Section C – Liability to other people	20-21
Exceptions to section C	22
Section D – Foreign use of the motorcycle	23-24
Section E – No Claim Discount	25
Section F – Protected No Claim Discount	26
<b>General exceptions</b>	<b>27-29</b>
<b>General conditions</b>	<b>30-34</b>
<b>Our service commitment</b>	<b>35-36</b>
<b>How we use your information</b>	<b>37-39</b>
<b>Numbers to call</b>	<b>40</b>

If you have had an accident please visit:  
**[claims.markerstudy.com](https://claims.markerstudy.com)**  
or call the 24 hour Claims Helpline:  
**0344 873 8183**

Please make contact within 24 hours of the accident,  
but ideally within 1 hour.

# Important customer information

Pages 3 and 4 are for **you** guidance and do not form part of the insurance contract.

**You** should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy, the **policy schedule** (which may make reference to **endorsements**) and the **certificate of motor insurance** very carefully.

**You** should pay special attention to the General Exceptions and General Conditions of this policy.

The words or phrases shown under the Definitions section of this policy document commencing on page 6 have the same meaning whenever they appear in this policy document or in the **certificate of motor insurance, policy schedule** or **endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy document.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately via **your insurance intermediary**.

## Guidance notes

There are useful guidance notes shown in shaded boxes throughout the policy document. The guidance notes do not form part of the insurance contract but are there to help **you** understand it. **You** should always read the guidance notes in conjunction with the whole of the policy document.

# What to do in the event of an accident

**Regardless of blame it is important that you take the following action:**

## Stop

Stop as soon as possible, in a safe place. If anybody has been injured, call the police and ambulance service.

## Sketch

Make a quick sketch of the direction and final position of each vehicle (it is worth keeping a pen and paper with **you**).

## Note down

**You** will need to make a note of:

- The vehicle registration number, name and address of any other riders/drivers involved in the accident.
- The number of passengers in or on each vehicle.
- The name and address of anyone who is injured (or suggesting they have been injured).
- The name and address of any witnesses to the accident.
- The name, number and constabulary of any police officer who attends the accident.

## Take a photo

If **you** are able to do so, try and take photographs to support the positions of the vehicles and the extent of damage.

## Provide

**You** must give **your** own details to anyone who has reasonable grounds for requesting them.

## Do not

Do not admit responsibility, either verbally or in writing. Instead, simply supply **your** details along with **your** policy number to the other driver(s)/person(s) involved in the accident and ask him/her to call the claims advisers on 0344 873 8183. By passing these details to the other person(s) involved in the accident **you** will give him/her the opportunity of obtaining assistance in progressing repairs and assisting with the provision of a courtesy vehicle if the circumstances of the accident warrant this.

If for any reason **you** have not been able to exchange details with other riders/drivers or owners of property, or **you** were in collision with an animal, **you** must report the accident to the police as soon as possible, and certainly within 24 hours of the accident.

## Making contact following an incident

**Call the 24 hour Claims Helpline on 0344 873 8183 as soon as it is safe to do so**

Please call within 24 hours of the accident, but ideally within 1 hour. This is regardless of whether **you** wish to make a claim under the policy or not. Delay in notification of an incident may invalidate **your** right to claim.

Please quote **your** policy number and give all relevant information about the incident. If **your** claim is due to theft, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

# What to do in the event of an accident (continued)

## Benefits of an immediate call

Calling straightaway and using one of **our approved repairers** provides **you** with benefits which may include the following (dependent on the level of policy cover **you** have):

- FREE collection and re-delivery
- FREE **motorcycle** cleaning service
- Repairers' work guaranteed while **you** own the **motorcycle**.

**Your** claim and claims made against **you** will be dealt with as quickly and fairly as possible. Please read the General Conditions in this policy booklet.

For **our** joint protection telephone calls may be recorded and monitored by **us**.

# Introduction to your policy

Thank **you** for choosing to purchase an Insurance policy arranged by Markerstudy Insurance Services Limited.

This Policy Document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (Markerstudy Insurance Services Limited on behalf of the authorised insurer, details of which can be found on **your certificate of motor insurance**). This contract is entered into on the basis that:

- **You** have taken all reasonable care to answer all questions asked honestly, accurately and to the best of **your** knowledge; and
- Any other information given either verbally or in writing by **you**, or on **your** behalf at the time **you** applied for insurance is also complete; and
- The information supplied has been given honestly and to the best of **your** knowledge and belief.

The information that **you** have given to **us** is shown on **your** signed **proposal form** or **statement of fact** or **statement of insurance** but will also include further information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance.

**You** must read this policy document, the **policy schedule** and the **certificate of motor insurance** together. The **policy schedule** tells **you** which sections of the policy apply. Please check all three documents carefully to make certain they give **you** the cover **you** want.

**We** have arranged to insure **you** against liability, loss or damage that may occur within the **geographical limits** of the policy during any **period of insurance** for which **you** have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions

and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than **you** (the Insured), **us** (Markerstudy Insurance Services Limited) or the insurer has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

Signed for and on behalf of the Insurers by:



Gary Humphreys  
Group Chief Underwriting Officer  
Markerstudy Insurance Services Limited

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572). Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

# Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the **certificate of motor insurance, policy schedule or endorsements**. So that **you** can easily identify these words and phrases they are shown in bold print throughout this policy document.

## Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a **motorcycle**. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your motorcycle** but does not include telephone, audio, navigation equipment, helmets or clothing.

## Approved repairer

A vehicle repairer that is a contracted member of **our approved repairer** network and is authorised by **us** or **our** representative to repair the **motorcycle** following a valid claim under Section A or Section B of this insurance.

## Certificate of motor insurance

A document, which is legal evidence of **your** insurance and is required by law and forms part of this contract of insurance. It shows the **motorcycle**, who may ride it and what it may be used for. The **certificate of motor insurance** must be read with this policy document.

## Computer System

Any computer, hardware, software, application, process, code, programme, information technology, communication system or electronic device operated by the **motorcycle**.

## Cyber Attack

Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system** including **data** operated by **your motorcycle**.

## Data

Information used, accessed, processed, transmitted or stored by a **computer system**.

## Endorsements

A change in terms of this insurance, which replaces or alters the standard insurance wording as shown on **your policy schedule**.

## Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

## Garage

A brick, stone or wooden structure situated on a concrete base. The structure must be kept secured via a lockable door, located at the home address and only be accessible by the policyholder and those living at the policyholder's home address.

## Geographical limits

The United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands.

## Definitions (continued)

### Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

### Motorcycle

The class of vehicle listed below the details of which have been accepted by **us** and the registration number of which is shown in the **policy schedule**.

- a mechanically propelled two wheeled vehicle with or without a sidecar attached with an unladen weight of less than 410 kilograms; or
- a mechanically propelled three wheeled vehicle, not being an invalid carriage with an unladen weight of less than 410 kilograms; or
- a mechanically propelled four wheeled quadracycle with an unladen weight of less than 410 kilograms.

### Market value

The replacement cost of the **motorcycle** (including permanently fitted **accessories**) at the time of loss or damage compared with one of the same make, model and condition. If the **motorcycle** was first registered as new in a country other than those contained within the **geographical limits** any assessment of **market value** will take into account that the **motorcycle** has been individually imported into a country contained within the **geographical limits** but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

### Period of insurance

The period between the effective date and expiry date shown on the **policy schedule** and any subsequent period for which **we** accept renewal of the insurance.

### Policy schedule

The document which shows details of the Insured policyholder and insurance protection provided and forms part of this contract of insurance.

### Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf and signed by **you**. **We** have relied on the information provided on this form in entering into this contract of insurance.

### Statement of fact or statement of insurance

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

### Terrorism

**Terrorism** as defined in the Terrorism Act 2000 or any subsequent amendment or replacement.

### Trailer

Any type of **trailer** which has been specifically designed to be towed by a **motorcycle**.



## Definitions (continued)

### Unattended

Where **you** or no person authorised by **you** are present on the **motorcycle**, in charge of the **motorcycle** or are not in a position to prevent unauthorised interference with the **motorcycle**.

### We/Us/Our

Markerstudy Insurance Services Limited for and on behalf of the authorised insurer as specified in the **certificate of motor insurance**.

### Written down value

The value placed on **your motorcycle** by the company who leased it to **you** under a lease agreement.

### You/Your

The insured policyholder named in the **policy schedule** and **certificate of motor insurance**.

# Insurance provided – Guide to policy cover

The level of cover provided by this insurance is shown on **your policy schedule**. The sections of this Motorcycle Insurance Policy that apply for each level of cover are as shown below. Cover is subject to any endorsement shown on **your policy schedule**.

## Comprehensive

Sections A to E of this Motorcycle Insurance Policy apply.\*

## Third Party Fire and Theft

Sections B, C, D and E of this Motorcycle Insurance Policy apply.\*

## Third party only

Sections C, D and E of this Motorcycle Insurance Policy apply.\*

\*Section F may also apply if shown on **your policy schedule**.

## Notification of changes which may affect your insurance

To keep **your** insurance up to date please notify **us** straight away via **your insurance intermediary** about changes which may affect **your** cover.

Some examples are:

- A change of **motorcycle**, or **you** purchase another vehicle to which **you** want cover to apply.
- **You** wish a new rider/driver to be covered.
- **You** or any other rider/driver passes their driving test.
- Someone who rides the **motorcycle** gets
  - i) a motoring or other conviction or fixed penalty notice or other licence endorsement or
  - ii) suffers from a medical condition or
  - iii) has a claim on another policy or
  - iv) has any police enquiry or prosecution pending (note – if **you** have received a written notification or been stopped by the police a prosecution may be pending and must be disclosed).
- The **motorcycle** has been changed or **you** intend to make a change in any way from the manufacturer's standard specification, including changes to:
  - i) paintwork or the introduction of decals or stickers
  - ii) suspension or brakes
  - iii) wheels or tyres
  - iv) the vehicle performance such as changes to the engine management system or exhaust system
  - v) **accessories** such as panniers, top box etc.

## Insurance provided – Guide to policy cover (continued)

- A change of occupation (full or part-time) by **you** or any other rider/driver.
- A change of postal address.
- A change of storage/garaging facilities at **your** postal address.
- A change in the use of the **motorcycle**.
- The **motorcycle** is involved in an accident no matter how trivial.
- A change of the main user of the **motorcycle**.
- If the **motorcycle** is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which **you** may have received a premium discount.

This is not a full list and if **you** are in any doubt **you** should advise **your insurance intermediary** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

### Continuous Insurance Enforcement

Under the Continuous Insurance Enforcement legislation it is an offence to keep a vehicle without insurance unless **you** have notified the DVLA/DVLNI that **your** vehicle is being kept off the road and have a valid Statutory Off Road Notification (SORN).

## Section A – Loss or Damage to the insured motorcycle

**This section only applies if the cover shown on your policy schedule is Comprehensive.**

### What is covered

**We** will cover **you** against loss or damage to the **motorcycle** (less any **excess** that applies) caused accidentally or as a result of malicious damage (including malicious fire damage) or vandalism. Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy.

Cover also applies under this section while the **motorcycle** is temporarily in the custody of a member of the motor trade for servicing or repair.

Under this section **we** may either:

- Pay for the damage to the **motorcycle** to be repaired, or
- with **your** agreement provide a replacement **motorcycle**, or
- pay an amount of cash equivalent to the loss or damage.

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

- The **market value** of the **motorcycle** immediately before the loss, or
- the cost of repairing the **motorcycle**, whichever is the lower amount; or
- the **written down value** or **market value**, whichever is lower, if **your motorcycle** is under a lease agreement.

**We** are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing **your motorcycle**.

If the **motorcycle** was first registered from new in any country outside the **geographical limits we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **motorcycle**.

If the **motorcycle** is deemed to be beyond economical repair, the lost or damaged **motorcycle** becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document and MOT certificate (if one is required by law) before **we** are able to meet the claim.

If the **motorcycle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired the **motorcycle** through lease or contract hire, **we** will pay the lease or contract hire company either the **market value** or **written down value** of the **motorcycle**, or the amount required to settle the agreement, whichever is less.

**We** will not pay more than the **market value**, **written down value** or agreed value of the **motorcycle** at the time of the loss less the total of the **excesses** shown in the **policy schedule**.

**We** will also pay the costs for the protection, removal and storage of the **motorcycle** following a covered loss and delivery after repair to **your** address.

## Section A – Loss or Damage to the insured motorcycle (continued)

### Accessories

**We** will cover **you** against loss or damage to **accessories** while fitted to the **motorcycle** caused accidentally or as a result of malicious damage or vandalism. Cover in respect of **accessories** is limited to £400 in respect of any one occurrence (after the deduction of any **excess** that applies).

Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy.

### Repairs

If the damage to the **motorcycle** is covered under **your** policy and it is repaired by an **approved repairer** **you** do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them. **We** will arrange for an **approved repairer** to contact **you** to arrange to collect the **motorcycle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the **motorcycle**. This guarantee is not transferable if **you** sell the **motorcycle**.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the **motorcycle** prior to agreeing repair cost.

If parts required for repairing the **motorcycle** are not available in any country contained within the **geographical limits** **our** liability for

those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable **motorcycle** available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in any country contained within the **geographical limits**.

**We** may at **our** option use parts that have not been supplied by the original manufacturer or parts that have been recycled to repair the **motorcycle**. Recycled or green parts are official manufacturer (OEM) parts that have been removed from a vehicle during the dismantling or recycling process. These parts go through stringent quality tests to ensure they are fit for user needs. **We** will not use safety critical recycled parts. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **motorcycle** to a better condition than it was in before the loss or damage for which **you** are claiming. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

### Excess

**You** will be responsible for paying the amount shown within this policy booklet or on the **policy schedule** in respect of any claim relating to loss of or damage to the **motorcycle**.

## Section A – Loss or Damage to the insured motorcycle (continued)

### Protection and Recovery

If the **motorcycle** cannot be ridden following an incident leading to a valid claim under this section, **we** will pay:-

- The cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **motorcycle** incurred with **our** written consent.

If the **motorcycle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

**You** should remove **your** personal belongings from the **motorcycle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **motorcycle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

### Guidance Notes – Flood Advice

- If possible move **your motorcycle** to a safer place out of the reach of floodwater before the flood strikes (e.g. to higher ground).
- Do not attempt to ride **your motorcycle** through floodwater as it is inevitable that this will damage **your** engine. The policy does not pay for electrical faults and these are also likely to occur if **you** do ride through floodwater.
- If **your motorcycle** is submerged do not try to start the engine. If possible get **your motorcycle** pushed or towed out of the water and allow it to dry out. **You** may be lucky and the water may not have penetrated sufficiently to ruin the engine.

Repairs to **your motorcycle** resulting from flood damage are covered if **your** policy is comprehensive but claims will be subject to the policy **excesses**.

### Guidance Notes – Finance or Lease Agreement

If **your motorcycle** is the subject of a finance or lease agreement and is deemed to be damaged beyond economic repair due to a covered loss under the policy the **market value** or **written down value** placed on **your motorcycle** may not be sufficient to satisfy that agreement.

This policy does not cover any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing **your** vehicle.

**We** would recommend that **you** discuss any concerns that **you** may have with **your insurance intermediary** who may be able to supply **you** with details of products available to cover any shortfall.

## Section B – Loss or Damage to the motorcycle by fire or theft

This section only applies if the cover shown on your policy schedule is either Comprehensive or Third Party Fire and Theft.

### What is covered

**We** will cover **you** against loss of or damage to the **motorcycle** (less any **excess** that applies) caused by fire (other than malicious fire damage), lightning, self-ignition, explosion, theft or attempted theft.

Cover also applies under this section while the **motorcycle** is temporarily in the custody of a member of the motor trade for servicing or repair.

Under this section **we** may either:

- Pay for the damage to be repaired; or
- with **your** agreement provide a replacement **motorcycle**; or
- pay an amount of cash equivalent to the loss or damage.

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

- The **market value** of the **motorcycle** immediately before the loss; or
- the cost of repairing the **motorcycle**, whichever is the lower amount; or
- the **written down value** or **market value**, whichever is lower, if **your motorcycle** is under a lease agreement.

**We** are not liable for any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing **your motorcycle**.

If the **motorcycle** was first registered from new in any country outside the geographical limit **we** will not pay more than the purchase price paid by **you** at the time that **you** purchased the **motorcycle**.

If the **motorcycle**:

- is stolen and has not been recovered at the time of settlement; or
  - is deemed to be beyond economical repair,
- the lost or damaged **motorcycle** becomes **our** property once a claim is met under the policy. **You** must send **us** the vehicle registration document and MOT certificate (if one is required by law) before **we** are able to meet the claim.

If the **motorcycle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired the **motorcycle** through lease or contract hire, **we** will pay the lease or contract hire company either the **market value** or **written down value** of the **motorcycle**, or the amount required to settle the agreement, whichever is less.

**We** will not pay more than the **market value**, **written down value** or agreed value of the **motorcycle** at the time of the loss less the total of the **excesses** shown in the **policy schedule**.

**We** will also pay the costs for the protection, removal and storage of the **motorcycle** following a covered loss and delivery after repair to **your** address.

### Accessories

**We** will cover **you** against loss or damage to **accessories** while fitted to the **motorcycle** caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft. Cover in respect of **accessories** is limited to £400 in respect of any one occurrence (after the deduction of any **excess** that applies).

## Section B – Loss or Damage to the insured vehicle by fire or theft (continued)

### Repairs

If the damage to the **motorcycle** is covered under **your** policy and it is repaired by an **approved repairer** **you** do not need to obtain any estimates and repairs can begin immediately after **we** have authorised them. **We** will arrange for an **approved repairer** to contact **you** to arrange to collect the **motorcycle**. All repair work undertaken by the **approved repairer** is guaranteed while **you** own the **motorcycle**. This guarantee is not transferable if **you** sell the **motorcycle**.

At **your** option **you** can arrange for a repairer of **your** choice to carry out the repairs. **You** must send **us** at least two detailed repair estimates and full details of the incident as soon as reasonably possible. **We** will only be liable for the repair costs at a non-approved repairer if **we** have agreed that the costs are reasonable and **we** have issued an authorisation to the repairer. **We** may need to inspect the **motorcycle** prior to agreeing repair costs.

If parts required for repairing the **motorcycle** are not available in any country contained within the **geographical limits** **our** liability for those parts shall not exceed the manufacturers' last United Kingdom list price or if not listed the price of those parts for the nearest comparable **motorcycle** available in the United Kingdom. **We** will not pay the cost of importing parts that are not available in any country contained within the **geographical limits**.

**We** may at **our** option use parts that have not been supplied by the original manufacturer or parts that have been recycled to repair the **motorcycle**. Recycled or green parts are official manufacturer (OEM) parts that have been removed from a vehicle during the dismantling or recycling process. These parts go through stringent quality tests

to ensure they are fit for user needs. **We** will not use safety critical recycled parts. These parts will be subject to the **approved repairer's** guarantee.

**We** will not pay the cost of any repair or replacement which improves the **motorcycle** to a better condition than it was in before the loss or damage for which **you** are claiming. If this does happen **you** must make a contribution towards the cost of repair or replacement. **You** may be required to contribute to the cost of replaced items such as exhausts or tyres.

### Excess

**You** will be responsible for paying the amount shown within this policy booklet or on the **policy schedule** in respect of any claim relating to loss of or damage to the **motorcycle** caused by fire, lightning, explosion, theft or attempted theft.

### Protection and Recovery

If the **motorcycle** cannot be ridden following an incident leading to a valid claim under this section, **we** will pay:-

- The cost of its protection and removal to the nearest **approved repairer**, competent repairer or nearest place of safety, and
- the cost of re-delivery after repairs to **your** home address, and
- the cost of storage of the **motorcycle** incurred with **our** written consent.

If the **motorcycle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.



## Section B – Loss or Damage to the insured vehicle by fire or theft (continued)

**You** should remove **your** personal belongings from the **motorcycle** before it is collected from **you**.

In the event of a claim being made under the policy **we** have the right to remove the **motorcycle** to an alternative repairer, place of safety or make **our** own arrangements for re-delivery at any time in order to keep the cost of the claim to a minimum.

### Guidance Notes – Preventing Crime

- Don't give criminals an easy ride. Vehicle crime makes up 20% of all recorded crimes in the UK.
- Most thefts can be prevented – and it's in **your** interest and ours to take some simple precautions. Most things are common sense.
- Lock **your motorcycle** and remove **your** ignition key when leaving it for even a short time e.g. at a petrol station or cashpoint machine.
- Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal it. Always keep keys secure even inside **your** home (do not leave keys where a burglar can easily find them).
- Keys and locking devices should always be kept in a safe and secure place – do not leave them near doors or windows, on a wall hook, windowsill or in a jacket pocket close to the vehicle or where the public can remotely access the vehicle locking device.
- Take appropriate measures to safeguard the vehicle when showing it to prospective purchasers.
- Do not keep items such as the registration document, service book, MOT certificate or certificate of insurance with the **motorcycle**.
- Use good-quality locks and security devices.
- Park in a secure place if **you** can. If **you** have a **garage**, use it and lock it.

# Exceptions to sections A and B

## What is not covered

These sections of **your** insurance do not cover the following:

- The amount of any **excess** shown in the **policy schedule** or in this policy document or both.
- Compensation for **you** not being able to use the **motorcycle**.
- Wear and tear, mechanical or electrical, electronic or **computer system** breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage caused by someone taking the **motorcycle** without **your** permission, unless the incident is reported to the police and assigned a crime reference number and **you** do not subsequently make any statement to the police that the **motorcycle** was taken with **your** permission.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **motorcycle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to the **motorcycle** as a result of:
  - i) Lawful repossession
  - ii) return to its rightful owner
  - iii) Seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators.
- Repairs, re-programming or replacement of any component, including locks on the **motorcycle**, as a result of the loss of or damage to its keys, lock or ignition activators or alarm or immobiliser activators.
- Loss of or damage to the **motorcycle** arising from theft or attempted theft while **unattended** when the ignition keys have been left in or on the **motorcycle** or the engine has been left running.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Loss or damage caused by the use of substandard fuel, lubricants, liquids, or parts.
- Loss or damage caused by the misuse of liquid additives when not following manufacturers guidelines.
- Loss of or damage to helmets or clothing.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **motorcycle** with **your** permission.
- Any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing the **motorcycle**.
- Damage caused by frost unless **you** took precautions to protect the **motorcycle**.
- Loss of or damage to any modifications, specialist paintwork, including any engraving or precious metals, on **your motorcycle**

## Exceptions to sections A and B (continued)

unless **you** have advised **us** of this modification and **we** have agreed to cover the modification.

- Loss of or damage caused by any modifications to **your motorcycle** that **you** have not advised **us** of.
- Loss of or damage to a **trailer** whether or not it is being towed by, or is attached to **your motorcycle**.
- Any repairs which improves **your motorcycle** beyond its condition prior to the loss or damage occurring.
- Loss of, or damage to removable **accessories** and spare parts.
- Loss of or damage to a sidecar unless it is properly attached to **your motorcycle** following manufacturers instructions and **we** have agreed to cover the sidecar.
- Loss of, or damage to audio, visual or satellite navigation equipment unless this was part of **your motorcycle's** specification from new.
- Loss or damage caused by malicious fire damage unless **you** are covered by Section A of this policy as shown on **your policy schedule**.
- Loss or damage to the **motorcycle** caused by malware, worms, computer viruses or the **motorcycle's** systems, **data** or **computer systems** being controlled without **your** authority.

# Section C – Liability to other people

## What is covered

### Use of the motorcycle

**We** will cover the categories of people listed below for their legal liability for death, bodily injury or damage to property caused by the use of the **motorcycle** or an attached **trailer**:

- **You**, and
- any person permitted to ride the **motorcycle** under the **certificate of motor insurance** who is riding with **your** permission; and
- any passenger on the **motorcycle**; and
- any person using (but not riding) the **motorcycle** for social domestic and pleasure purposes with **your** permission; and
- **your** employer or business partner in the event of an accident occurring while the **motorcycle** is being used for the business of **your** employer or business partner as long as **your certificate of motor insurance** allows them to ride the **motorcycle** and allows such business use; and
- the legal representatives of any person who would have been covered under this section.

### Third Party Property Damage Limit

The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

There is a separate limit of £1,450,000 to include all costs and expenses relating to any single pollution or contamination incident

during the **period of insurance** which is caused by an identifiable, sudden, accidental and unexpected event.

### Cyber Liability Cover

**We** will pay any amounts **you** may legally have to pay subject to the limits stated under Section C for causing death or bodily injury to other people or property damage, due to:

1. The use of, or failure of, any application, software or programme in connection with **your motorcycle** (including any driver assistance, safety or security systems);
2. Any computer virus, ransomware, code or software affecting any electronic systems fitted to **your motorcycle** by the original vehicle manufacturer;
3. Any threat, deception or hoax relating to 1 and/or 2 above; subject to the terms, conditions, limitations and exclusions of this policy.

### Legal Costs

If there is an accident that is covered under this insurance **we** may at **our** absolute discretion consider payment in respect of the following legal costs:

- Solicitors fees for representing **you** at any fatal accident enquiry, Coroner's, Magistrates or similar court; and
- the cost of legal services to defend **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

## Section C – Liability to other people (continued)

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

### Riding other Bikes

**We** will extend section C – Liability to other people to cover **you** while **you** are riding, with the consent of the owner, an insured **motorcycle** not belonging to or registered to **you**, any immediate family member or anyone who lives at **your** proposed address as shown on **your policy schedule**, and is not hired to them under a hire purchase, rental/short term hire or annual leasing agreement.

This cover only applies if:

- a) It states on **your certificate of motor insurance** that Riding other bikes cover applies to **your** policy; and
- b) the motorcycle has valid insurance cover in force under another insurance policy; and
- c) is being used within the **geographical limits** of the policy; and
- d) **you** are still in possession of **your motorcycle**, it has not been stolen and has not been recovered or damaged so much that it is not worth repairing; and
- e) this insurance policy is in **your** name only; and
- f) **you** are not covered by any other insurance to ride the motorcycle; and
- g) the motorcycle hasn't been seized or confiscated by or on behalf of any government or local authority.

**You** are not covered for damage or loss to the motorcycle **you** are riding under the Riding other bikes section of this policy.

### Emergency Medical Treatment

**We** will pay emergency treatment charges required by the Road Traffic Acts. If this is the only payment **we** make, it will not affect **your** no claim discount.

# Exceptions to Section C

## What is not covered

**We** shall not be liable:

- If the person claiming is otherwise insured; or
- for the death of or injury to the rider/driver of the **motorcycle**; or
- for loss or damage to property belonging to or in the care of any person insured under this section or for not being able to use any such property; or
- for damage to the **motorcycle** or property stored or being conveyed in it or for not being able to use any such property; or
- for loss or damage to any **trailer** being towed by the **motorcycle** or for not being able to use any such **trailer**; or
- if the death of or bodily injury to any person covered under this section arises out of or in the course of his/her employment except where such liability must be covered under the Road Traffic Acts; or
- for death or bodily injury to any person being carried in or on any **trailer**; or
- if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

Any loss, damage, death or injury arising as a result of a 'road rage' incident or caused deliberately by **you** or any other person claiming under this policy.

## Guidance Notes – Riding Other Bikes

The riding other bikes benefit is supplied by **us** (if shown on **your certificate of motor insurance**) to allow **you** to ride a **motorcycle** owned by somebody else, with their permission, on a temporary one off basis due to necessity and not to cover **you** to ride that **motorcycle** regularly. If that is **your** intention then ask the **motorcycle** owner to get **you** added onto their insurance policy.

**You** must bear in mind that **you** are only covered for Third Party Only benefits under this section of the policy which means that if the **motorcycle** is damaged or stolen **we** will not pay the cost to repair or replace it. Also, there is no cover under this section of the policy for anyone else **you** have named to ride under this policy including **your** spouse, nor if **you** take the **motorcycle** abroad or want to use it in connection with **your** business or profession.

The **motorcycle** **you** intend to ride must be registered in, and already have insurance that is valid, within the **geographical limits** of the policy. **We** define a **motorcycle**, under this section of the policy, as a mechanically propelled two wheeled vehicle with or without a sidecar attached with an unladen weight of less than 410 kilograms.

Riding Other Bikes cover does not allow **you** to secure the release of a **motorcycle**, which has been seized by, or on behalf of, any government or public authority.

If **you** are in doubt as to whether **you** qualify for the Riding Other Bikes benefit or that **you** have entitlement to ride a specific **motorcycle** or under specific circumstances then please consult **your insurance intermediary** prior to riding the **motorcycle** otherwise **you** run the risk of riding uninsured.

## Section D – Foreign use

### What is covered

#### Legal minimum insurance

While the **motorcycle** is in

- Any country which is a member of the European Union (EU); or
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This policy provides the minimum level of cover in respect of liability which is legally insurable in the country concerned.

This legal minimum insurance does not include cover for loss of or damage to the **motorcycle**.

#### Full policy cover

In addition to the legal minimum cover shown above, this policy is extended to provide the cover (as shown in **your policy schedule**) to any member country of the EU and also any country that the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC as described above provided that:

- **You** notify **your insurance intermediary** before **your** journey abroad; and
- the use of the **motorcycle** abroad is limited to no more than 30 days for each journey and 90 days in total in any one annual period of insurance; and
- **you** or any permitted rider/driver are permanently resident within the **geographical limits** of this policy; and

- **your** visit abroad is for social, domestic or pleasure purposes.

A Green Card is not currently required for the countries described within this section.

If the policy is extended to provide the cover shown on **your policy schedule** whilst abroad:

- Insurance is automatically provided on the **motorcycle** while it is being transported (including loading and unloading) between ports in countries where **you** have cover, provided the **motorcycle** is being transported by rail or a recognised sea route of not more than 65 hours duration; and
- **we** will pay the cost of delivery of the **motorcycle** to **you** after repairs in the country in which damage was sustained, or to **your** home address if the damage cannot be repaired economically by the intended time of **your** return to any country contained within the **geographical limits** or if the **motorcycle** is stolen and recovered after **your** return to any country contained within the **geographical limits**; and
- **we** will pay the amount of foreign customs duty for which **you** are liable as a direct result of loss or damage to the **motorcycle** preventing its return to any country contained within the **geographical limits**.

If **you** wish to extend full policy cover outside of the countries and scope of the limitations shown above **you** must contact **your insurance intermediary** to obtain **our** agreement to provide cover in advance of **your** intended trip abroad.

**We** are under no obligation to extend cover to any country that falls outside of those described within this section.

## Section D – Foreign use (continued)

Any agreement by **us** to extend full policy cover beyond the limits above may be subject to an additional premium and policy restrictions.

**The exceptions applying to sections A, B & C of this insurance also apply to this section.**

### Guidance Notes – Going Abroad

This section describes the cover available if **you** take **your motorcycle** abroad.

The policy does not automatically provide full cover abroad so, before travelling, please contact **your insurance intermediary** to arrange cover. The extended full insurance will then cover **you** in the countries for which **we** have agreed to provide cover and when **your motorcycle** is travelling by rail or sea between those countries.

Unless **you** notify **your insurance intermediary** in advance of a trip abroad, the cover under this insurance may be limited to the minimum cover **you** need under the law of the relevant country (EU minimum insurance).

This minimum insurance will not provide any cover for damage to **your motorcycle**.

Take **your certificate of motor insurance** as evidence of insurance when **you** travel abroad.

If **your motorcycle** suffers any loss or damage that is covered by this insurance and it is in a country where **you** have cover, **we** will refund any customs duty **you** pay to temporarily import **your motorcycle**.

**We** will only consider extending this insurance to countries which are covered by the International Green Card system.

If **you** are involved in any accident or incident whilst abroad please call the 24 hour Claims Helpline using the international dialling code for the UK: Telephone 0044 (0) 344 873 8183.

**Important: Riding Other Bikes cover does not apply abroad.**



## Section E – No Claim Discount

As long as no claim is made under this policy during any annual **period of insurance**, **we** will give **you** a discount when **you** renew **your** insurance based on the No Claim Discount scale below. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Number of current years NCD	No Claims Discount at next renewal date			
	No claim within policy period	1 claim within policy period	2 claims within policy period	3 or more claims within policy period
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9	9	3	1	0

**Your** no claim discount will not be affected in the following circumstances:-

- If **we** make a full recovery of all payments made by **us** in connection with all claims made against **your** policy, or
- if **we** only have to pay for an emergency treatment fee.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment, this will affect **your** no claim discount unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding **we** will not be able to issue proof of no claim discount until the outstanding premiums are paid.

**You** cannot transfer **your** no claim discount to somebody else.

### Guidance Notes – No Claim Discount

There may on occasions be incidents (possibly involving a cyclist or pedestrian) where, although **you** are not claiming for damage to **your motorcycle**, there is a potential for a claim against **your** policy by the third party.

In these circumstances **we** may disallow **your** no claim discount for up to 12 months until **we** are confident that a third party claim is unlikely to materialise.

## Section F – Protected No Claim Discount

**This section only applies if shown on your policy schedule.**

Depending on certain conditions **you** may be able to protect **your** no claim discount if **you** pay an extra premium. **Your** no claim discount is only protected if this is shown on **your** schedule.

If **your** no claim discount is protected **you** will not lose any of **your** no claim discount as long as **you** make no more than two claims in any three year **period of insurance**. If three or more claims are made in any three year **period of insurance we** will reduce the discount **you** receive in accordance with Section E of this policy.

**Our** agreement to protect **your** no claim discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record or driving history.

# General exceptions

These general exceptions apply to the whole of the insurance policy.

## What is not covered

### 1. Excluded uses and excluded riders/drivers

**We** will not cover any liability, loss or damage arising while the **motorcycle** covered by this insurance is being:

- a) used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**; or
- b) used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course or used for motocross, motorbike trials or scrambling activities unless **you** have told **us** about this and **we** have agreed to provide cover; or
- c) ridden by or was last in the charge of anyone not permitted to ride/drive by **your certificate of motor insurance** or temporary covering note, or who is excluded by endorsement; or
- d) ridden by or was last in the charge of anyone including **you** who is disqualified from riding/driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
- e) ridden by or is in the charge of any person who does not meet the terms and conditions of their driving licence or provisional driving licence or has not completed Compulsory Basic Training (CBT) where required; or
- f) used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the **motorcycle**; or
- g) ridden by **you** or any person insured to ride/drive, should it be proved to **our** satisfaction that the rider/driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the rider/driver at the time of the loss or damage was under the influence of alcohol or drugs. In addition, **you** or any insured driver must repay all the amounts **we** have paid arising from the incident including any claimants' damages and costs.
- h) ridden/driven by any person who fails to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.
- i) kept or used in any way that breaks any **garage** or security requirements or requirements imposed by any endorsement applied.
- j) used for carrying any dangerous substances or goods such as explosives or corrosive materials.
- k) ridden in a way to cause deliberate damage or harm to any person or property.

General Exception 1 will not apply:

- if the **motorcycle** has been stolen or taken away without **your** permission, or

## General exceptions (continued)

- if the **motorcycle** is temporarily in custody of a **garage** for repair or servicing.

### 2. Overseas use

**We** will not make any payments for any liability, loss or damage that occurs outside of the **geographical limits** of this policy unless the insurance has been extended under the terms of Section D Foreign Use (apart from the minimum cover required by law).

### 3. Legal proceedings

This insurance does not provide any cover for liability, costs or expenses in respect of any proceedings brought against **you** or judgement passed in any court outside of the **geographical limits**, unless the proceedings or judgement arise out of the **motorcycle** being used in a foreign country which **we** have agreed to extend this insurance to cover and the proceedings are brought and judgement is made in such country.

### 4. Contractual liability

**We** will not cover any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

### 5. Radioactivity

**We** will not cover any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 6. War

**We** will not pay for any loss, damage or liability arising as a consequence of war, invasion or act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 7. Earthquake, riot and civil commotion

**We** will not pay for death, bodily injury, loss, damage and/or liability arising during (unless **you** prove that it was not occasioned thereby) or in consequence of:

- earthquake; or
- riot or civil commotion occurring elsewhere other than in Great Britain, the Isle of Man or the Channel Islands.

### 8. Use on airfields

**We** will not cover any liability in respect of:

- accident, loss or damage to any aircraft; or
- death or bodily injury arising in connection with accident, loss or damage to any aircraft; or
- any other loss indirectly caused by such accident, loss or damage to any aircraft, incurred caused or sustained while the **motorcycle** is in any airport or airfield.

### 9. Pollution

**We** will not be liable for any loss, damage, liability or cost directly or indirectly caused by pollution or contamination unless it is caused by an identifiable, sudden, accidental and unexpected incident that occurs during the **period of insurance** and where **our** liability will not exceed £1,450,000 in total including legal costs.

## General exceptions (continued)

### 10. Terrorism

This policy does not cover any consequence whatsoever which is directly or indirectly caused by an act or acts of **terrorism** including by nuclear and/or chemical and/or biological or radiological means, or anything connected with those means, and which is the direct or indirect result of **terrorism**, or anything connected with **terrorism**, whether or not such consequence has been contributed to by any other cause or event.

**Terrorism** is defined as any acts including, but not limited to:

The use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

### 11. Cyber Attack

**We** will not cover loss, theft, damage, impairment, disablement or loss of use of the **motorcycle** caused by:

a) the use of, or failure of, any application, software, or programme in connection with **your motorcycle**, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;

b) the use of, or failure of, any electronic device connected to **your motorcycle** (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);

c) any computer virus, ransomware, code or software;

d) theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;

e) any threat, deception or hoax relating to a), b), c), and/or d) above.

# General conditions

## The general conditions which apply to the whole of the insurance policy.

### 1. Payment of premium, keeping to the policy terms & avoiding misrepresentation

**We** will only provide the cover described in this insurance policy if:-

- **you** have paid or agreed to pay the premium for the current **period of insurance**, and
- **you** or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by endorsement) as far as they can apply, and
- in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via **your insurance intermediary** immediately of any change to that information and this may result in an amendment to **your** premium. **We** may not refund premium for changes made to **your** policy following a claim. Some examples are any changes to the **motorcycle** which improve its value, attractiveness to thieves, performance or handling, any change of **motorcycle**, change of occupation (including part-time), change of address (including where the **motorcycle** is kept), change of riders/drivers, if **you** or any riders/drivers sustain a motoring or non-motoring conviction or licence endorsement or fixed penalty endorsement or if there is a change of main user.

If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply

appropriate evidence or evidence is provided by **you** which shows that the estimated annual mileage has been exceeded **you** will be required to pay an additional premium based on the limited annual mileage discount received.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

If **you** or anyone acting on **your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under the policy, **we** will not pay the claim and cover under this and all other insurances currently in force with **us** with which **you** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

### 2. Looking after your motorcycle

**You** or any permitted riders/drivers are required to maintain the **motorcycle** in a roadworthy condition. **You** or any person in charge of the **motorcycle** are required to take care to safeguard it and its **accessories** from loss or damage, for example the **motorcycle** should not be left unsecured.

If **your motorcycle** is fitted with a restrictor kit when required by law **you** must not modify or remove this equipment from the **motorcycle**.

**We** shall at all times be allowed free access to examine the **motorcycle**.

## General conditions (continued)

### 3. Having an MOT certificate

There must be a valid Department for Transport test certificate (MOT) in force for the **motorcycle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all cover under sections A and B of this insurance is cancelled and of no effect.

### 4. Accidents or losses

In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone the 24 hour claims helpline (this must be where reasonably possible within 24 hours of the incident occurring). Please also refer to Page 4 of this policy booklet 'What to do in the event of an accident' for further guidance.

If the loss or damage is covered under the policy, the claims helpline operator will make arrangements to remove the **motorcycle** to the nearest **approved repairer**, competent repairer or place of safety, and safeguard the **motorcycle** and its contents.

**We** will not pay for further damage to the **motorcycle** if **you** ride it or attempt to ride it in a damaged condition.

If **your** claim is due to theft, attempted theft, malicious damage or vandalism, **you** must also notify the police within 24 hours of discovery of the loss or as near as practical and obtain a crime report number.

If the **motorcycle** is stolen and is no longer under **your** control **we** will remove it from the Motor Insurance Database (MID) until such time as it is recovered.

Important: If **you** are advised that **your** stolen **motorcycle** has been recovered following its theft and it is roadworthy, it is important that **you** notify **your insurance intermediary** immediately and before **you** ride the **motorcycle**, so that **we** can reinstate it onto the Motor Insurance Database otherwise **you** run the risk of being stopped by the police as they may suspect the vehicle is not insured.

**We** have the right to remove the **motorcycle** at any time to keep claims costs to a minimum. If the **motorcycle** is damaged beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

Any indication of a claim against **you** must be notified to **us** as soon as possible. Any writ, or notification of civil or criminal proceedings should be sent to **us** by recorded delivery immediately.

**We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person covered by this insurance.

### 5. Claims procedures

No admission of liability, payment or promise of payment shall be made or given by **you** or any person on **your** behalf. No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.

**We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.

## General conditions (continued)

**You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy.

If there is any other insurance in force which covers the same loss, damage or liability as this insurance, then **our** policy will only operate, up to the limits stated within the policy, if there is a shortfall in cover relating to the alternative insurance cover.

### 6. Cancellation

#### Cancelling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date **your** policy commences or the date **you** receive **your** policy documentation, whichever is the later.

If a period of less than 14 days has elapsed since **your** policy commenced or the date **you** received **your** policy documentation, and **you** have not made a claim, **you** have the right to cancel the policy and receive a refund of premium.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- if **your** policy has already commenced, **you** will receive a full refund from **us**, less a pro rata charge for the period of cover provided.

#### Cancelling the policy after the reflection period

##### Cancellation by you

**You** or **your Insurance Intermediary** can cancel this policy either from the date **we** are notified, in writing, or a later date as requested by **you**. Providing there have been no claims in the current **period**

**of insurance we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy.

##### Cancellation by us

**We** or **your insurance intermediary** can cancel this policy at any time if there are serious grounds to do so, for example:

- Where **your insurance intermediary** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy); or
- **you** have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 1 of this policy; or
- **you** have failed to supply requested validation documentation (evidence of No Claim Discount, copy driving licence, proof of address etc.); or
- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- where **you** fail to maintain the **motorcycle** in a roadworthy condition or **you** fail to look after it in accordance with General Conditions 2 and 3 of this policy; or
- where **we** have grounds to suspect fraud or misrepresentation; or
- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **your insurance intermediary** or **our** supplier.



## General conditions (continued)

**We** will do this by giving **you** 7 days' notice in writing to **your** last address notified to **us**. **Your** last notified address may include an email address nominated by **you** to accept correspondence.

**We** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependent on the number of days left to run under the policy. The refund of premium is only available as long as:

- The insured vehicle has not been the subject of a total loss claim (i.e. written-off or stolen and not recovered); and
- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

**We** also reserve the right to retain all premium paid for the current **period of insurance** in the event that a fault claim has been made against the policy during this period.

### Non-payment of premium

In the event that there has been a loss or incident likely to give rise to a claim during the current **period of insurance** and **you** have defaulted on **your** premium payments to **us** or **your insurance intermediary** **we** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

### 7. Total Losses and stolen vehicles

If as a result of a claim the **motorcycle** is determined to be a total loss or **your** vehicle has been stolen and not recovered this policy will be cancelled without refund of premium unless **you** change **your motorcycle** to another that would normally be acceptable to **us** or the stolen vehicle is recovered and not a total loss.

In the event of the policy being cancelled due to the **motorcycle** being a total loss or stolen and not recovered, and there being no replacement vehicle to insure or if there is a replacement vehicle to insure which is unacceptable to **us**, this policy will be cancelled without return of premium and all outstanding or overdue premiums must be paid immediately. **We** may at **our** discretion reduce the claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

### 8. Right of Recovery

If under the laws of any country in which this insurance applies, **we** have to make payments which but for that law would not be covered by this policy, **you** must repay the amounts to **us**.

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

Any payment **we** make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau will prejudice **your** No Claim Discount and will also mean that there will be no entitlement to a premium refund if the policy is cancelled or declared void.

### 9. Fraud

**You** must not act in a fraudulent manner. If **you**, an authorised rider or anyone acting on **your** behalf knowingly commit:

- a) a fraudulent act or submit a fraudulent document or make a fraudulent statement when obtaining this policy or at any other time during the policy period; or

## General conditions (continued)

b) make a claim that is false, fraudulent or deliberately exaggerated.

**We** will:

- i) void the policy in the event of any fraud which occurred during the application process, which means **we** will treat the policy as if it had never existed; or
- ii) cancel the policy with effect from the date of any misrepresentation whether claim or policy related that is false, fraudulent or deliberately exaggerated that occurred at any other time during the policy period; and in either case, **we** will:
  - Not pay any fraudulent claim or any other claim which relates to a loss suffered after the initial fraudulent act; and
  - seek to recover any money paid for any claim which is later established as invalid, including any costs or expenses **we** have incurred; and
  - immediately cancel, without refund, all other insurances currently in force with **us** with which **you** and any authorised driver are connected; and
  - inform the police, any other relevant authorities and any anti-fraud databases of the circumstances.

When cancelling or making this policy void **we** reserve the right not to issue any refund of premium paid or due to **us**.

When cancelling this policy **we** reserve the right not to issue any postal notification of cancellation where it is known that the postal address has been used fraudulently.

### 10. Tax and registration

**Your motorcycle** must be taxed where applicable and registered within the **geographical limits**.

#### Guidance Notes – Policy cancellation

Please note that any refund from **us** whether during or after the reflection period may be subject to a further cancellation charge levied by **your insurance intermediary**. Any charges levied by **your insurance intermediary** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

The policy can only be cancelled from the date **we** are notified, in writing, or a later date as requested by **you**.

# Our service commitment

## What to do if you have a complaint

**We** are dedicated to delivering a first class level of service to all of **our** policyholders. However, **we** accept that things can occasionally go wrong and would encourage **you** to tell **us** about any concerns **you** have so that **we** can take steps to make sure the service **you** receive meets **your** expectations in the future.

If a dispute regarding **your** policy or claim arises and cannot be resolved by reference to **your insurance intermediary** the following explains the procedures for resolving **your** complaint:

If **you** have a complaint, please contact:

Markerstudy Insurance Services Limited  
Markerstudy Customer Relations  
PO Box 727  
Chesterfield  
S40 9LH

Tel: 0344 705 0633

Email: [complaints@markerstudy.com](mailto:complaints@markerstudy.com)

When contacting Markerstudy Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of **your** complaint
- A contact telephone number

**We** will make every effort to resolve **your** complaint by the end of the third working day after receipt. If **we** cannot resolve **your** complaint within this time frame **we** will acknowledge **your** complaint within five working days of receipt and do **our** best to resolve the problem within

four weeks by sending **you** a final response letter. If **we** are unable to do so, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint in full within the following four weeks. If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## What you should know

**You** may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

## Our service commitment (continued)

### Customer Feedback

If **you** have any suggestions or comments about **our** cover or the service **we** have provided please write to:

Markerstudy Customer Relations  
Markerstudy Insurance Services Limited  
PO Box 727  
Chesterfield  
S40 9LH

**We** always welcome feedback to enable **us** to improve **our** products and services.

### Telephone Recording

For **our** joint protection telephone calls may be recorded and monitored by **us**.

### Financial Services Compensation Scheme

Markerstudy Insurance Services Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the FSCS at:

PO Box 300  
Mitcheldean  
GL17 1DY

### Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

# How we use your information

## Introduction

**We** believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from **our** Data Protection Officer (contact details below). This section provides **you** with some basic information and explains:

- What **we** do with **your** information
- How **we** may check the information **you** have provided to **us** against other sources such as databases
- Who **we** share **your** information with, and
- How **we** may use **your** information.

**We** are governed by the Data Protection legislation applicable in the United Kingdom.

## How we may collect your information

**We** may collect details about **you** from:

- Information **you** give to brokers
- Information **you** give **us** in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

## What information we may collect about you

**We** collect details including details about **your** health, personal circumstances, claims history, credit history, motoring history and

other relevant details. **We** may collect information on **you** from databases such as the electoral roll and county court judgment records.

## How we may share your information

In order to provide **our** services to **you**, **we** may share **your** information with insurance companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies.

Information **you** supply may be used for the purposes of insurance administration by **us** and third parties. These third parties may share **your** information with their own agents.

## How we may use your information

**We** may use **your** information for a number of purposes. These include:

- Providing **you** with **our** services
- Dealing with **your** claim
- Carrying out checks such as fraud checks and credit checks

**We** give details about some of these processes below.

## Driving Licence checks

**We** may also provide **your** (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

## How we use your information (continued)

Searches may be carried out prior to **your** policy commencing and at any point during **your** insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about **you** by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

The DVLA may also be used to search **your** (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to **your** NCD entitlement.

**We** may pass details of **your** no claims discount to certain organisations to be recorded on a NCD database.

### Motor Insurance Database

**Your** policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including **your** personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If **you** are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### Fraud Prevention and Detection

**We** carry out fraud checks on **our** customers. **We** do this in order to prevent fraud and also to help **us** make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, **we** will search against fraud detection databases.

**We** may pass details about **you** to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### Claims History

**We** may process data relating to **your** claims history for the purposes of assessing any claim **you** may make. The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal.

### Credit Searches and Accounting

To ensure insurers and credit providers have the necessary facts to verify **your** identity, help prevent fraud and carry out risk profiling which allows them to calculate **your** premium and payment options, they may obtain information about **you**, any person named on the application and **your** home or vehicle from publicly available sources and trusted third parties when **you** ask for a quote, when preparing

## How we use your information (continued)

**your** renewal and sometimes if **you** change **your** cover in order to offer **you** a monthly credit payment option. This may include a quotation search from a credit reference agency (CRA). This will appear on **your** credit report and will be visible to other credit providers. It will be clear it is a quotation and not a credit application by **you**. The identity of credit reference agencies and the ways they use and share personal information are explained in more detail at: <https://www.transunion.co.uk/crain>, <https://www.equifax.co.uk/crain> or <https://www.experian.co.uk/crain/index.html>

**You** can also check the information they hold about **you**. **You** should be aware that insurers exchange information through various databases to help check information provided and to prevent fraudulent claims. Specifically, MIB hosts the Claims and Underwriting Exchange (CUE) which holds a record of incidents reported to insurance companies by policyholders and third-party claimants. Insurers may validate the information provided by **you**, both about yourself and about any other person named on the application, against the information held on CUE and against other databases hosted by MIB. Insurers may use this information to consider whether to accept the risk. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit: <https://www.mib.org.uk/managing-insurance-data/mib-managed-services/cue-miaftr/>

### Transfers

Sometimes **your** information may be transferred outside the European Economic Area by **us**, by the organisations with whom **we** share **your** information or by the servants and agents of these organisations. If **we** do this **we** will ensure that anyone to whom **we** pass it provides an adequate level of protection.

### Your Rights as a Data Subject

Under Data Protection Laws **you** have certain rights; these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of **your** rights please contact **our** Data Protection Officer (contact details below).

### Data Protection Officer

If **you** have any questions about how **we** use **your** data, or to exercise any of **your** data rights please contact **our** Data Protection Officer at

Data Protection Officer  
Markerstudy Insurance Services Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB

# Numbers to call

## Had an accident?

### We're here to get you back on the road

The procedure outlined below must be followed for all accidents, regardless of who was responsible. Even if **you** do not intend to make a claim for the damage to **your** vehicle **you** must still report the accident.

Delay in notification may invalidate **your** right to claim.

### Call the 24 hour Claims Helpline on: **0344 873 8183** as soon as it is safe to do so.

Please call within 24 hours of the accident, but ideally within 1 hour.

Calling straightaway and using one of **our approved repairers** provides **you** with benefits which may include the following (dependent on the level of policy cover **you** have):

- FREE collection and re-delivery.
- FREE vehicle cleaning service.
- Repairers' work guaranteed while **you** own the **motorcycle**.

## Does the accident involve a third party?

- Pass **your** details along with **your** policy number to the **third party**.
- If **you** are calling from the roadside an adviser may ask to speak to the third party, or ask **you** to request them to make contact on **0344 873 8183** within 1 hour.
- They may be entitled to a number of services free of charge (dependent on blame).



Your policy  
document



# Motorcycle Insurance Policy

If you would like to receive this policy wording in an alternative format, such as large print, audio or braille please email our Policy Document Request team at **[PDR@markerstudy.com](mailto:PDR@markerstudy.com)**. Please include your name, address and policy number.

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