

To report a claim, call the following



0344 381 4410



INSURANCE

0344 381 4465

Kawasaki

INSURANCE

0344 381 7530



0330 880 5432



0344 381 9334



Ducati Insurance

0344 381 9253

Lines are open 24 hours a day, 7 days a week, all year round.

UK call centre

IMPORTANT

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

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

Legal Cover

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline. 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,
- and
- recovering of other losses, such as loss of earnings

TRIUMPH 

INSURANCE

**Triumph Motorcycle
Policy**

Welcome

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your **schedule** for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service which is available 24/7, 365 days a year.

Aviva Motor Claims Helpline

The Aviva motor claims helpline, 0800 678999, offers help and assistance in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and operates 24 hours a day, 365 days a year.

It is designed to ensure any motoring problems **you** encounter are resolved swiftly and smoothly, keeping your motoring life as stress free as possible.

If you need to claim

Simply phone our motor claims helpline on 0800 678999 and an Incident Manager will record details of the incident **you** describe. They will be able to confirm:

- whether your policy covers **you** for the incident
 - please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.
 - immediate claim reporting also allows us to manage our costs which helps keep your premiums down.
 - if you receive any contact from another party in relation to your claim please re-direct this to us and we will handle it on your behalf.
- any **excess** that **you** will have to pay.
- all the steps involved in the process of making a claim.

You will receive confirmation of your reported claim, all the administration at first notification is completed by **us** and **you** don't have the hassle of completing your own claim form.

If you are involved in an accident

Telephone our motor claims helpline on 0800 678999 and if the incident is covered **we** will arrange for:

- your motorcycle** to be recovered.
- a safe passage home or completion of **your motorcycle** journey for **you** and your passenger.

If the incident is not covered under your policy **we** can still arrange to assist **you**. However, a charge will be made.

Important

When telephoning our motor claims helpline, please try to have your policy number ready (as shown in your **schedule**). This will enable your Incident Manager to find your records quickly and provide the level of service that **you** expect.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact your insurance adviser.

Motor Claims Helpline from Aviva

Important

- Please report all accidents to **us** immediately on 0800 678999 so **we** can tell **you** what to do next and help resolve any claim

24 hour assistance, 365 days a year:

- Following an accident/emergency
- To make a claim

Your Aviva Policy

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The Contract of Insurance and Information and changes we need to know about

Wherever words or phrases appear in **bold** in this policy booklet, they will have the meanings described in the DEFINITIONS section starting on page 6, unless otherwise shown for any policy section.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your **schedule** shows the level of cover **you** have chosen.

The Contract of Insurance

This policy is a contract of insurance between the **policyholder** and **us**. The **policyholder** enters into a contract with **us** when they agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on your application and/or statement of fact issued by **us**.
- Schedule**.
- Any **clauses** endorsed on your policy, as set out in your **schedule**.
- Certificate of motor insurance**.
- Any changes to your insurance policy contained in notices issued by **us** at renewal.
- The information under the heading "Important Information" which **we** provide to **you** when **you** take out or renew your policy.

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay monthly by direct debit to Aviva the **policyholder** enters into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.
- (ii) For existing customers who pay annually or monthly, other than as set out in paragraph (i) above, the **policyholder** enters into a new contract of insurance with **us** commencing on the date when the **policyholder** agrees to renew the policy and to pay the premium. **Persons insured** will be covered for the **period of insurance** shown on your renewal **schedule**.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

Please tell your insurance adviser immediately to let **us** know if there are any changes to the information set out in the application and/or statement of fact document, **certificate of motor insurance** or on your **schedule**. **You** must also tell your insurance adviser immediately to let **us** know about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving license endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of **motorcycle**.
- Any **motorcycle** modifications.
- Any change affecting ownership of the **motorcycle**.
- Any change in the way that the **motorcycle** is used.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are notified of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by **you** is not complete and accurate:

- we** may cancel your policy and refuse to pay any claim, or
- we** may not pay any claim in full, or
- we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Useful information about your policy

Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover. **We** will also charge a fee of £25.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

To cancel, please contact your insurance adviser, at the address shown on your **schedule**.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

Administration Charge

We reserve the right to apply an administration charge of £10 (plus Insurance Premium Tax, where applicable) for any adjustments **you** make to your policy.

Choice of Law

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

- you** and **we** agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Definitions

Wherever the following words or phrases appear in **bold** in this policy booklet, they will have the meanings described below:

Accessories

Parts of **your motorcycle** which are not directly related to how it works as a **motorcycle**. These include radios that form an integral part of **your motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**.

Approved repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your motorcycle**.

Certificate of motor insurance

The current document that proves **you** have the motor insurance required by the **Road Traffic Acts** to use **your motorcycle** on a road or other public place. It shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other **motorcycles**.

The certificate of motor insurance does not show the cover provided.

Clause

Changes in the terms of your policy. These are shown in your **schedule**.

Excess

The amount **you** must pay towards any claim.

Fire

Fire, self-ignition, lightning and explosion.

Green Card

A document required by certain non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required by law to ride in that country.

Hazardous locations

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access

High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition keys

Any key, device or code used to secure and enable **your motorcycle** to be started and ridden.

Loss of any limb

Severance at or above the wrist or ankle, or the total and permanent loss of use of a hand, arm, foot or leg.

Market value

The cost of replacing **your motorcycle** with one of the same make, model, specification and condition.

Motorcycle

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a **motorcycle**.

Period of insurance

The period of time covered by this policy as shown in your **schedule** or until cancelled. Each renewal represents the start of a new period of insurance.

Person insured/Permitted rider

Person nominated by **you** as being a user (but not the main user) of any **motorcycle** insured under this policy as described in your **schedule**, providing the **certificate of motor insurance** allows that person to ride **your motorcycle**. (Permitted riders are not entitled to benefits provided under Section 2 – Riding other motorcycles).

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the riding or use of any **motorcycle** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Schedule

The document which gives details of the cover provided.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain*, Sweden and Switzerland (including Liechtenstein).

Theft

Theft, attempted theft, or taking **your motorcycle** without your consent.

We/us

Aviva Insurance Limited, except where otherwise shown for any policy section.

You/the insured/policyholder

The policyholder named in the **schedule**.

Your motorcycle

Any **motorcycle** described in the **schedule** and any other **motorcycle** for which the details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** in accordance with the **Road Traffic Acts** and remains effective.

Your partner

The husband or wife, or the domestic or civil partner of the **policyholder** living at the same address as the **policyholder** and sharing financial responsibilities. This does not include any business partners or associates.

Cover summary

	Cover	Comprehensive	Third Party Fire and Theft	Third Party Only	Page No.
Section 1	Loss of or damage to your motorcycle	✓	Fire and Theft Only	✗	9
	Motorcycle recovery in the event of an accident, fire or theft	✓	Fire and Theft Only	✗	9
	New motorcycle replacement	✓	✗	✗	10
	Uninsured driver promise	✓	✗	✗	11
Section 2	Your liability	✓	✓	✓	11
	Riding other motorcycles	Refer to your certificate of motor insurance	Refer to your certificate of motor insurance	Refer to your certificate of motor insurance	12
	Liability of other persons riding or using your motorcycle	✓	✓	✓	12
	Legal personal representatives	✓	✓	✓	12
	Legal costs	✓	✓	✓	12
Section 3	Emergency treatment	✓	✓	✓	14
Section 4	Continental use – compulsory insurance requirements	✓	✓	✓	14
Section 5	No claim discount	✓	✓	✓	15

Section 1

Loss of or damage to your motorcycle

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

If **your motorcycle** is lost, stolen or damaged, **we** will:

- pay for **your motorcycle** to be repaired, or
- replace **your motorcycle**, or
- pay **you** a cash amount equal to the loss or damage.

We may decide to use suitable parts or **accessories** not supplied by the original manufacturer.

The same cover also applies to:

- accessories**.
- spare parts relating to **your motorcycle** while these are on **your motorcycle** or while in your private garage.

The most **we** will pay will be the **market value** of **your motorcycle** at the time of the loss. If **we** know that **your motorcycle** is still being paid for under a hire purchase or leasing agreement, **we** will pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

Motorcycle recovery in the event of an accident, fire or theft

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	Fire and Theft Only	✗

If **your motorcycle** is disabled through loss or damage covered under this policy, **we** will:

- pay the reasonable cost of protection and removal of **your motorcycle** to the nearest repairers.
- pay the reasonable cost of delivering **your motorcycle** back to **you** after repair but not exceeding the reasonable cost of transporting **your motorcycle** to your home address in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

(1) In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man:

We can arrange for the protection and removal of **your motorcycle** to a **motorcycle** repairer through RAC. In the event of an accident as noted above, telephone our motor claims helpline (this service also applies when an accident occurs in the Republic of Ireland – telephone (0044) 161 866 4114). If **you** take advantage of this facility RAC will arrange for the following at no additional cost:

- the arrival of help wherever **you** are stranded. If **your motorcycle** cannot be made roadworthy immediately it will be taken to a repairer of your choice, or to your home address, or to our nearest **approved repairer** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- the rider, passengers and baggage to be transported to your intended destination or home address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- the onward transmission of any messages on your behalf to a member of your family or friends.

(2) In the rest of the **territorial limits**:

We can arrange for the protection and removal of **your motorcycle** to a **motorcycle** repairer through RAC following an incident covered under this section of the policy. If **you** have selected Third Party Only cover, as shown in your **schedule**, RAC can provide assistance but a charge will be made.

How to obtain assistance abroad:

To obtain help in the event of an accident, **fire** or **theft**, please call:

United Kingdom (calls within the United Kingdom)	0800 678999
United Kingdom (calls from outside the United Kingdom)	(00 44) 161 866 4114

France & Monaco	0800 290 112 00 33 472 43 52 44
Republic of Ireland	1 800 535 005
Rest of Europe	00 33 472 43 52 44 The 'Rest of Europe' number applies from most countries but there are some exceptions where the 00 at the beginning of the number is replaced as follows: 99 in Montenegro 99 in Serbia 810 in Azerbaijan, Belarus, Georgia, Russia and Ukraine.

Please have to hand your policy number and the registration of **your motorcycle** and advise the incident manager of the location of **your motorcycle**.

If **you** are calling from a **United Kingdom** mobile phone, **your** network provider may not allow **you** to call a freephone **1800** number. Please check with **your** service provider prior to traveling. **Policyholders** who are affected can contact **us** on **00 44 800 1079058**. **Your** network provider may charge **you** for this call.

Calls may be recorded and/or monitored. **Policyholders** with hearing difficulties can contact **RAC** using a Text Phone and prefix the relevant number with **18001** to be connected to Typetalk or use the SMS facilities on **07855 828282**. These services are not available outside the **United Kingdom**.

The telephone numbers are correct at the time of printing. The date is detailed on the back cover of this policy wording.

RAC will arrange for the following:

- the arrival of help wherever **you** are stranded. If **your motorcycle** cannot be made roadworthy immediately it will be taken to a nearby garage where **we** can arrange for the repairs to be made.
- repatriation of **your motorcycle** to your home address or a repairer of your choice in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, if **your motorcycle** cannot be repaired before the end of your holiday period, subject to the cost of the repair and the cost of the repatriation does not exceed the **market value** of **your motorcycle**.

The above services provided by RAC apply if your policy cover is Comprehensive. If your cover is Third Party Fire and Theft, the services apply when loss or damage to **your motorcycle** is caused directly by **fire** or **theft**.

New motorcycle replacement

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	x	x

We will replace **your motorcycle** with a new **motorcycle** of the same make, model and specification (if one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, within 6 months of **you** or **your partner** buying **your motorcycle** from new:

- any repair cost or damage in respect of any one claim covered by the policy is more than 70% of **your motorcycle's** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man list price (including **motorcycle** tax and VAT) when **your motorcycle** was purchased, or
- your motorcycle** is stolen and not recovered.

We will only replace **your motorcycle** if **you** or **your partner**:

- buy it under a hire purchase agreement or other type of agreement or other type of agreement where ownership passes to **you** or **your partner** and the Financing Company agrees, and
- are the first registered keeper of **your motorcycle**, or the second registered keeper of **your motorcycle**, where **your motorcycle** has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase the mileage was less than 250 miles.

Motorcycle's sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Excesses

If **your motorcycle** is lost, stolen or damaged, the **excess** shown in your **schedule** must be paid, no matter how the loss or damage happened.

Uninsured driver promise

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✗	✗

If the rider of **your motorcycle** is involved in an accident caused by an uninsured driver, **we** will refund the amount of any **excess you** have had to pay. **We** must be provided with the:

- vehicle registration and the make/model of the other vehicle, and
- other vehicle's driver's details.

This promise only applies where the rider of **your motorcycle** was not at fault for the accident.

Exclusions to Section 1

We will not pay for:

- (1) loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
- (2) mechanical, electrical or electronic failure, breakdown or breakage.
- (3) computer and equipment failure or malfunction.
- (4) loss of or damage to **accessories** and parts by **theft** if **your motorcycle** is not stolen at the same time.
- (5) damage to tyres caused by braking or by punctures, cuts or bursts.
- (6) loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) loss or damage to helmets and protective clothing.
- (8) loss of value following repair.
- (9) loss or damage arising from **theft** while:
 - (a) the **ignition keys** of **your motorcycle** have been left in or on **your motorcycle**.
 - (b) **your motorcycle** has been left unattended with the engine running.
- (10) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

Section 2

Your liability

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for an accident causing:

- (1) another person's death or injury.
- (2) damage to another person's property up to a maximum amount of £20,000,000 (excluding that claimant's costs and expenses and any other costs and expenses) and claimant's costs and expenses and any other costs and expenses up to £5,000,000 incurred with our written consent in relation to that person's property by:
 - (a) **your motorcycle**.
 - (b) any trailer while it is being towed by **your motorcycle**.

The amount payable under (2) above for damage to property is limited to £1,000,000 while **your motorcycle** is:

- (i) carrying any **high category hazardous goods**.
- (ii) being used or ridden at any **hazardous locations** other than in an area designated for access or parking by the general public.

Riding other motorcycles

We will insure **you** while **you** are riding any other **motorcycle** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- your **certificate of motor insurance** shows that **you** are insured to ride other **motorcycles**.
- the **motorcycle** does not belong to **you** or is not hired to **you** under a hire purchase agreement.
- you** are riding the **motorcycle** with the owners express consent.
- you** still have **your motorcycle** and it has not been damaged beyond cost effective repair.

Important Note: The cover provided whilst **you** are riding any other **motorcycle** is for Third Party only.

Liability of other persons riding or using your motorcycle

Cover under this section will also apply on the same basis, for the following persons:

- Any person **you** give permission to ride **your motorcycle** provided that your **certificate of motor insurance** allows that person to ride **your motorcycle**.
- Any person **you** give permission to use (but not ride) **your motorcycle** but only while using it for social, domestic or pleasure purposes.
- Any passenger travelling on or getting on or off **your motorcycle** or any passenger travelling in or getting in or out of your sidecar.
- The employer or business partner of the person using any **motorcycle** for which cover is provided under this section while the **motorcycle** is being used for business purposes as long as your **certificate of motor insurance** allows business use. This does not apply if:
 - the motorcycle belongs to or is hired by such employer or business partner.
 - the insured is a corporate body or firm.

Legal personal representatives

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

In the event of the death of anyone who is insured under this section, **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will pay the fees and disbursements of any legal representative **we** agree to, to defend anyone **we** insure under this section, following any incident which is covered under this section.

- at a coroner’s inquest;
- fatal accident enquiry;
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence).
- appeals.

Exclusions to Section 2

We will not pay for:

- (1) any claim if any **person insured** under this section does not keep to the terms and conditions of this policy. The cover will also not apply if the **person insured** can claim under another policy.
- (2) the death of, or injury to any employee of the **person insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the **Road Traffic Acts**.
- (3) loss or damage to property that:
 - (a) belongs to or is in the care of any **person insured** who claims under this section, or
 - (b) is being carried on **your motorcycle**.
- (4) damage to any **motorcycle** covered by this section.
- (5) loss, damage, injury or death while any **motorcycle** is being used on:
 - (a) that part of an aerodrome or airport used for aircraft taking off or landing,
 - (b) aircraft parking areas including service roads,
 - (c) ground equipment parking areas, or
 - (d) any parts of passenger terminals within the Customs examination area,

unless **we** must provide cover under the **Road Traffic Acts**

- (6) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:
 - (a) Terrorism.

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

- (i) the use or threat of force and/or violence
and/or
- (ii) 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, 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, or is claimed to be caused or occasioned in whole or in part for such purposes.

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 6 (a) and (b), where **we** must provide cover under the **Road Traffic Acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a **motorcycle** or **motorcycles** ridden or used by **you** or any **person insured**, for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
 - (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
- (7) loss, damage injury or death directly caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the **Road Traffic Acts**.

For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures on water or land or the atmosphere.

Section 3

Emergency treatment

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

We will reimburse any person using **your motorcycle** for payments made under the **Road Traffic Acts** for emergency medical treatment.

A claim solely under this section will not affect your no claim discount.

Section 4

Continental use – compulsory insurance requirements

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of **motorcycles** in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a **motorcycle**.

In addition to this minimum cover, the policy provides the cover shown in the **schedule** in any country in the **territorial limits**, subject to:

- your motorcycle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- use of **your motorcycle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes:

- transit between countries within the **territorial limits**.
- reimbursement of any customs duty **you** may have to pay on **your motorcycle** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your motorcycle** which is covered under Section 1 - Loss of or damage to your motorcycle.
- general Average contributions, Salvage, Sue and Labour charges while **your motorcycle** is being transported by sea between any countries within the **territorial limits**, provided that loss or damage to **your motorcycle** is covered under Section 1 - Loss of or damage to your motorcycle.

If you take your motorcycle abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. Your **certificate of motor insurance** provides sufficient evidence of compliance with the laws on the minimum compulsory insurance of **motorcycles** in any of these countries that **you** visit.

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to certain countries on request, in which case **we** will provide **you** with a **Green Card** and an additional premium will be required.

Section 5

No claim discount

Does this cover apply?	Comprehensive	Third Party Fire & Theft	Third Party Only
	✓	✓	✓

If no claim is made under your policy during the **period of insurance**, **we** will increase your no claim discount at your next renewal in line with the scale **we** apply at the time.

Where a claim has been made, **we** may reduce your no claim discount in line with the scale **we** apply at the time.

If a claim is made which is not your fault and **we** have to make a payment, **we** will reduce your no claim discount unless **we** can recover all sums **we** have paid from those responsible, except where:

- the accident was not your fault and the driver who caused it was uninsured and **you** have provided **us** with:
 - the vehicle registration and the make/model of the other vehicle, and
 - the other vehicle’s driver’s details, or
- you** have protected no claim discount as shown in your **schedule**.

If your renewal is due and investigations into a claim are still on-going, **we** may reduce your no claim discount. Once our investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, **we** will restore your no claim discount and refund any extra premium **you** have paid.

We do not grant no claim discount for policies running for less than twelve months. If **we** allow **you** to transfer this policy to another person, any no claim discount **you** have already earned will not apply to the person to whom the policy is being transferred.

Third Parties may claim directly against **us** as insurer in the event of an accident, involving **your motorcycle** as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

You are reminded of your responsibilities to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

Note

We will not reduce your no claim discount where the only payments made are for emergency medical treatment under the **Road Traffic Acts** as provided under Section 3 – Emergency treatment.

General Exclusions

General exclusions apply to the whole of your Aviva policy.

We will not pay for:

- (1) any accident, injury, loss or damage while any **motorcycle** that is insured under this policy is being:
 - (a) used otherwise than for the purposes described under the "Limitations as to use" section of your **certificate of motor insurance**.
 - (b) ridden by or is in the charge of any person for the purposes of being ridden who:
 - is not described under the section of your **certificate of motor insurance** headed 'Persons or Classes of Persons entitled to ride', or
 - does not have a valid and current licence to ride **your motorcycle**, or
 - is not complying with the terms and conditions of the licence, or
 - does not have the appropriate licence for the type of **motorcycle**.

We will not withdraw this cover:

- (i) while **your motorcycle** is in the custody or control of:
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or vehicle parking service for the purpose of parking your motorcycle.
 - (ii) if the injury, loss or damage was caused as a result of the **theft of your motorcycle**.
 - (iii) by reason of the person riding not having a driving licence, if **you** had no knowledge of such deficiency.
- (2) any liability **you** have agreed to take on except to the extent **you** would have had if that agreement did not exist.
 - (3) (a) loss or destruction of, or damage to, any property, or any associated loss or expense or any other loss, or
(b) any legal liability,
that is directly or indirectly caused by, contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (4) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the **Road Traffic Acts**.
 - (5) any accident, injury, loss or damage if **your motorcycle** is registered outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

General Conditions

General conditions apply to the whole of your Aviva policy.

Claims procedure

- (1) **You** must report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell **you** what to do next and help resolve any claim.

If any **person insured** claiming under this policy receives any contact from another party in relation to any claim, the **person insured** must re-direct this to **us** and **we** will manage it on their behalf.

Anyone claiming under this policy or anyone acting on their behalf must also let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or a fatal accident inquiry.

- (2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.

If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

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

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information	Documents	Assistance
<input type="checkbox"/> Details of third parties and witnesses <input type="checkbox"/> Statement of events relating to your claim <input type="checkbox"/> Sketch or photograph of the accident scene <input type="checkbox"/> Correspondence received from another party (including court papers)	<input type="checkbox"/> Driving licence <input type="checkbox"/> Proof of identity and address <input type="checkbox"/> Vehicle documentation such as V5, MOT and proof of purchase <input type="checkbox"/> Receipts and invoices <input type="checkbox"/> Finance documents	<input type="checkbox"/> Attendance at court <input type="checkbox"/> Meetings with solicitors or us

- (3) **You** must notify the police as soon as reasonably possible if **your motorcycle** is lost, stolen or broken into.

Cancelling this policy

(4a) Your right to cancel

Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options provided by Aviva at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel your policy **we** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

To cancel, please contact your insurance adviser, at the address shown on your **schedule**.

(4b) Our right to cancel

We (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the "Contract of Insurance and Information and Changes **we** need to know about" section in this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy and/or any additional cover options provided by Aviva under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **we** will also charge a fee of £25.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid

Where our investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in your policy being cancelled from the date **you** originally took it out.

It is the principal policyholder's responsibility to notify all persons insured that this policy has been cancelled.

Other insurance

- (5) If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **we** will only pay our share of the claim.

This provision will not place any obligation upon **us** to accept any liability under Section 2 - Your Liability which **we** would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

- (6) All reasonable steps to safeguard **your motorcycle** from loss or damage must be taken at all times.

Your motorcycle must be maintained in a roadworthy condition.

We will be allowed to have free access to examine **your motorcycle** at all times.

Your duty to comply with policy conditions

(7) Our provision of insurance is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Fraud

(8) If your claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Payments made under compulsory insurance regulations and rights of recovery

(9) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed **we** would not be obliged to pay, **we** shall be entitled to recover such payments from **you** or the person who incurred the liability.

Direct right of access

(10) Third parties may contact **us** directly in the event of an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

Important Notice – Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your policy.

If the information provided by **you** is not complete and accurate:

- we** may cancel your policy and refuse to pay any claim, or
- we** may not pay any claim in full, or
- we** may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain

- We** will acknowledge your complaint promptly.
- We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of your insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting your insurance adviser.

If **you** are unhappy with the outcome of your complaint, **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

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Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.