

To report a claim, call the following **0344 381 9334**



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 responsible 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, supplied by Financial and Legal Insurance Company Limited. 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 vehicle;
- compensation for an injury;
- recovering other losses, such as loss of earnings.

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

UK call centre

MOTORCYCLE POLICY BOOKLET



MCN INSURANCE

ABOUT YOUR INSURANCE

We are pleased to welcome you as a valued customer.

Your motor insurance is made up of the following four documents.

- This insurance booklet
- The schedule, which shows any endorsements applying to your insurance
- The certificate of motor insurance
- The proposal form or statement of insurance

You should read all these documents and keep them in a safe place.

We have agreed to provide cover based on the information you gave in the proposal form or statement of insurance. If you know or believe that any of that information is incorrect or missing, please tell us. If you do not give us full and accurate information, your insurance may not be valid and the insurer could refuse to pay any claim.

If you need a copy of the proposal form or statement of insurance, please ask us.

We have done everything possible to make your documents straightforward and you should find them easy to follow. The guidance notes on each page will help you understand your cover. If you have any questions, please call us. You will also find useful advice on how to make a claim and what you can do if you are unhappy with our service.



VEHICLE INSURANCE

Please read the definitions on page 4 of this document.

You have taken out insurance with the insurer as named on your certificate of motor insurance. This document gives details of a legally-binding contract of insurance.

The insurer has used the information you have given us in the declaration and either the proposal form or statement of insurance.

The insurer has agreed to insure you under the terms, conditions and exceptions in this document and any endorsements relating to it. You must have paid, or agreed to pay, the premium shown in the schedule to be covered under this policy.

Unless you and we agree otherwise, English law will apply to this contract.

We are authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 307071. We are also licensed by the Jersey Financial Services Commission.

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DEFINITIONS

Accessories – parts of your vehicle which do not directly relate to its function as a vehicle or are not a vital part of the vehicle. These include top boxes, tank bags and other luggage carriers.

Annual mileage – the maximum number of miles that your vehicle is allowed to be driven in any one year of insurance.

Annual premium – the premium we charge to provide you with cover for a period of 12 months.

Certificate of motor insurance – the legal document used as evidence that you have the insurance needed by law. This document shows the insured vehicle, who can ride it, and the purposes for which it can be used.

Computer system - means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber act - means an 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.

Cyber loss - means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act.

Data - means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

Endorsement – a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule. Each endorsement has its own number.

Excess – the amount you have to pay towards any claim under this insurance, as shown in your schedule.

Insurer – the authorised insurer or Lloyds Syndicate as named on your certificate of motor insurance. The insurer will only pay their share of a claim.

Market value – the cost of replacing your vehicle with one of the same make, model, year, mileage and condition at the time of loss.

Modifications – a change made to the standard specification of the vehicle after manufacture, whether that be a change in performance, handling or the look of the vehicle that is not defined under accessories.

Period of insurance – the length of time covered by this insurance, as shown in the schedule.

DEFINITIONS

Retail customer – an individual who is acting for purposes which are outside his or her trade, business or profession.

The schedule – details of the sections of this insurance document which apply to you.

Unattended – when you or any passengers are not sitting on your vehicle.

United Kingdom – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. If you reside in Northern Ireland then the policy will allow your vehicle to be used in the Republic of Ireland with indemnity, as if it were in the United Kingdom.

We, us, our – MCN Insurance Services, part of the Adrian Flux Insurance Services Group.

You, your – the insured person named in the certificate of motor insurance and the schedule.

Your vehicle – the insured motorcycle, trike (tricycle), scooter, moped or quad bike shown in the schedule.

You should read the policy, schedule and certificate of motor insurance as if they are one document. Any word or expression that has been defined in this policy has the same meaning wherever it appears.

COVER

The cover you have chosen is shown in your schedule. The insurer has divided your cover into different sections.

Comprehensive – If you choose comprehensive cover, all the sections of this document apply.

Third party, fire and theft – If you choose third party, fire and theft, sections 1, 2, 4, 5, 6, 7 and 8 only will apply.

Third party only – If you choose third party only, sections 1, 2, 5, 6, 7 and 8 only will apply.

Accidental damage and third party – If you choose accidental damage and third party, sections 1, 2, 3, 5, 6, 7 and 8 only will apply.

Accidental damage, fire and theft – If you choose accidental damage, fire and theft cover, sections 3, 4 and 8 only will apply.

Fire and theft only – If you choose fire and theft cover, sections 4 and 8 only will apply.

The general conditions and general exceptions apply to all sections of the insurance.

USE

Your vehicle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

This insurance also provides cover while you are using your vehicle for:

- static rallies (displaying the vehicle on a stand at a bike show) and road-safety rallies;
- other rallies (including off-road), as long as no merit is attached to your performance while driving, except in relation to good road behaviour and meeting the Highway Code; or
- treasure hunts, as long as the route is not more than 100 miles (160 kilometres).

Unless the insurer agrees otherwise beforehand, your vehicle will not be covered while it is being used for any other form of competition, rally, trial, track day, performance test, timed lap, race or speed trial (whether between vehicles or otherwise).

This exclusion applies even if the event is not on a public road, and whether or not it is authorised by the police or another relevant authority. Also, the insurer does not cover your vehicle if you are using it on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).

If you ask us and we agree, this policy allow you to carry out voluntary driving (that is, to use your vehicle in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies) as long as any payment you receive does not go over HM Revenue & Customs' mileage rates in force at that time. This cover does not apply to vehicles owned by, hired to or lent to the voluntary organisation.

SECTION 1 – LIABILITY TO OTHERS

What the insurer will cover

Using your vehicle

The insurer will cover any payments that have to be made by law for:

- death of or injury to another person; or
- damage to other people's property as a result of an accident involving your vehicle, including while loading and unloading.

Others using your vehicle

The insurer will cover you for the following.

- Another person using your vehicle with your permission, as long as this is agreed on your certificate of motor insurance. They will be covered for death of or injury to other people, or damaging other people's property. Any passenger on your vehicle will also be given this cover.

Legal personal representatives

- If anyone covered by this insurance dies, the insurer will deal with any claim made against their estate, as long as the claim is covered by this insurance.

EXCEPTIONS TO SECTION 1

What the insurer will not cover

- (a) Any passenger who was not riding, but who makes a claim, if they knew the person riding the vehicle did not hold a valid driving licence or was riding the vehicle in a way not covered by their driving licence.
- (b) Anyone who is covered by other insurance.
- (c) The death of or injury to the person riding the vehicle.
- (d) Damage to, loss of use of, or any other loss to:
 - any vehicle which is covered under this insurance; and
 - any property you or anyone else riding the vehicle owns or is looking after.
- (e) Death of or injury to any person during the course of their employment, except for the cover the insurer must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
 - Payment of more than £20 million for damage to other people's property arising from any one claim or series of claims arising from one cause.

RIDING OTHER MOTORCYCLES

If it is stated on your certificate of motor insurance that you can ride any motorcycle which is not owned by you, or which is hired to you under a rental, hire purchase or lease agreement, we will provide cover under this section of the policy only while you are riding that motorcycle. This extension only applies to you (the policyholder) and not to anyone else named on the certificate of motor insurance.

EXCEPTIONS TO RIDING OTHER MOTORCYCLES

What the insurers will not cover

- Riding the motorcycle without the owner's permission.
- Any loss or damage to the motorcycle you are riding.
- Riding the motorcycle outside of the United Kingdom.
- If the motorcycle is not registered and insured within the United Kingdom.
- Legal liability, unless your certificate of motor insurance states that you are covered to ride other motorcycles.
- Securing the release of any motorcycle which has been seized or confiscated by or on behalf of any government or public authority.
- Legal liability if you no longer own the insured vehicle or it has been damaged so much that it is not worth repairing or has been stolen and you have not got it back.
- Using a motorcycle unless there is a current and valid policy of insurance in force for the vehicle being driven under this section.

SECTION 2 - TOWING

What the insurer will cover

The insurer will extend section 1 to cover you while your vehicle is towing a trailer which is securely attached to your vehicle in line with the manufacturer's recommendations.

What the insurer will not cover

The insurer will not cover damage or loss to the trailer or its contents.

SECTION 3 – DAMAGE TO YOUR VEHICLE

What the insurer will cover

The insurer will cover you under this section for damage to your vehicle (less any excess which applies).

The insurer will also provide cover for damage to spare parts, accessories fitted to your vehicle and modifications made to the vehicle that were disclosed to us prior to the inception of the policy. You must keep the spare parts and accessories with your vehicle. You will not have to pay any excess towards claims that are only for damage to spare parts and accessories fitted to your vehicle.

The insurer will either:

- repair or replace your vehicle; or
- refund you for the amount of loss or damage.

The insurer will not pay under this section for damage more specifically covered under section 4 of this insurance. Any repair work carried out by our claim handling agents 4th Dimension (see How to make a claim) is guaranteed for three years.

The most the insurer will pay is:

- the vehicle's market value immediately before the accident or loss (including its spare parts, accessories and modifications that were disclosed to us prior to the inception of the policy); or
- the value shown in the schedule; whichever is lower.

If you cannot ride the vehicle after an incident leading to a valid claim under this section, the insurer will provide cover for:

- protecting and removing the vehicle, yourself and any passenger(s) to the approved repairer, the nearest place of safety or your home address; and
- delivering it back to you to your home address, after repairs.

If the vehicle is damaged beyond economical repair, the insurer will arrange for it to be stored safely at premises the insurer chooses. You should remove your personal belongings from the vehicle before it is collected from you.

Uninsured driver benefit

If you are involved in an accident which was not your fault and was caused by an uninsured driver, the insurer will refund the amount of any excess you have had to pay and will not reduce your no-claims discount (see section 7). This applies as long as the insurer has the vehicle registration and make and model of the other vehicle and the driver's details.

New motorcycle replacement (applies to sections 3 and 4)

The insurer will replace your motorcycle with a new one of the same make, model and specification if, during the six months after first being registered in the UK from new, your motorcycle is:

- damaged so that repairs will cost 70% or more of the manufacturer's price list (including tax and VAT) at the time of loss or damage; or
- stolen and not recovered.

This applies as long as you own the motorcycle and a replacement of the same make, model and specification is available at the time of loss or damage, and as long as you and anyone else the insurer knows who has a financial interest in your motorcycle agree.

Motorcycles sold as 'ex-demonstrators' or 'nearly new' and quad bikes or trikes (tricycles) do not qualify for replacement under this section.

If you don't meet these criteria or agree to a replacement then the most the insurer will pay will be the market value.

SECTION 4 – LOSS OR DAMAGE TO YOUR VEHICLE BY FIRE OR THEFT

What the insurer will cover

The insurer will cover you under this section if the loss or damage to your vehicle is caused by fire, theft or attempted theft (less any excess which applies).

The insurer will also provide the same cover for loss or damage to the spare parts and accessories fitted to your vehicle and modifications made to the vehicle that were disclosed to us prior to the inception of the policy. You must keep the spare parts and accessories with your vehicle at all times. You will not have to pay any excess towards claims that are only for loss or damage to spare parts and accessories fitted to your vehicle.

The insurer will either:

- repair or replace your vehicle; or
- refund you for the amount of loss or damage.

The most the insurer will pay is:

- the vehicle's value immediately before the accident or loss (including its spare parts, accessories and modifications that were disclosed to us prior to the inception of the policy); or
- the value shown in the schedule; whichever is lower.

EXCEPTIONS TO SECTIONS 3 AND 4

What sections 3 and 4 do not cover

- (a) Damage to or theft of any type of audio equipment, cassette tapes, CDs or navigation equipment.
- (b) Damage to or theft of phones or two-way radios.
- (c) An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- (d) Loss of value, wear and tear.
- (e) Any reduction in the value of your vehicle, including loss of value following damage, whether the vehicle was repaired or not.
- (f) Damage to tyres caused by braking, punctures, cuts or bursts.
- (g) Damage caused by frost unless you took reasonable precautions.
- (h) The cost of repairing or replacing parts of the vehicle which improve your vehicle beyond its condition before the loss or damage happened.
- (i) The cost of repairing areas which were not damaged in the incident you are claiming for.
- (j) The loss of, or damage to, your vehicle as a result of fraud or deception or by using some form of counterfeit (false) payment which a bank or building society will not authorise.
- (k) The amount of any excess shown on your schedule.
- (l) Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages.
- (m) Loss or damage when your vehicle is left unattended and the ignition key is left in or on the vehicle.
- (n) Loss or damage to personal belongings (such as crash helmets or protective clothing), trade goods, samples, money, stamps or documents.
- (o) Loss or damage resulting from your vehicle being repossessed by, or returned to, its rightful owner.
- (p) Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage is not shown on your certificate of motor insurance as allowed to ride.

- (q) Loss or damage caused intentionally by you or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- (r) Loss or damage caused by using an inappropriate type or grade of fuel.
- (s) Damage to your vehicle, including fire and theft, when the damage results in the person in charge of the vehicle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover.
- (t) Loss or damage resulting from your vehicle being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

SECTION 5 – FOREIGN TRAVEL

What the insurer will cover

Automatic cover

The insurer will extend your insurance cover to apply in the following countries for up to 90 days in any one insurance year. Cover is also included while your vehicle is being transported to or from these countries by rail or by a recognised sea route which takes less than 65 hours.

- Any country which has entered into an agreement with the European Commission.
- Iceland, Liechtenstein, Norway, Switzerland, Monaco, Andorra, San Marino or Vatican City.

If you stay in any of these countries for longer than 90 days without our permission, the insurer will reduce your cover to the minimum you need under European Union directives on motor insurance while your vehicle is in any of the countries shown above.

Extended cover

If the insurer agrees beforehand, you may extend your insurance to apply to certain other countries covered by the International Green Card System. A Green Card is an international certificate of insurance, operating mainly throughout Europe. It proves that motorists have the minimum compulsory insurance cover required by the law of the country they are visiting.

The insurer does not have to extend cover. If they do agree to extend cover you may have to pay an additional premium, and policy restrictions may apply.

If the cover under sections 3 and 4 has been extended to apply abroad, the insurer will also cover any foreign customs duty you have to pay as a direct result of the loss of, or damage to, your vehicle.

SECTION 6 – LEGAL COSTS

What the insurer will cover

The insurer may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter or causing death by dangerous driving.

There will be no agreement to pay these costs unless the insurer has confirmed this to you in writing first.

What the insurer will not cover

- (a) Costs covered by another insurance policy.
- (b) Legal representation for proceedings against the person riding the vehicle who was under the influence of alcohol or any drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction) at the time of the accident.

SECTION 7 – NO-CLAIMS BONUS

If nobody makes a claim under your insurance during the insurance period, the insurer will give you a discount when you renew your insurance. The discount you receive will depend on the no-claims bonus scale the insurer is using when you renew your insurance.

If you make a claim in any insurance period or a claim is made against you for an event which you may not consider to be your fault and the insurer has to make a payment, they will reduce the discount you receive, unless they can recover their outlay in full. If you make two or more claims in any one period of insurance, you may lose all your no-claims bonus.

You cannot transfer your no-claims bonus to someone else.

Protected no-claims bonus

Depending on certain conditions, you may be able to protect your no-claims bonus if you pay an extra premium. Your no-claims bonus is only protected if this is shown on your schedule.

If your no-claims bonus is protected, the insurer will not reduce it if you do not make more than one claim during any year of insurance. If you make two or more claims during any one-year period, the insurer will reduce the discount you receive. Protecting your no-claims bonus does not mean that your premium cannot be increased when you renew your policy, to reflect your claims record or riding history.

SECTION 8 – GENERAL INFORMATION

Personalised number plates

If your vehicle is stolen and not recovered, or is so badly damaged that it would not be financially worthwhile to repair it, you should contact the Driver and Vehicle Licensing Agency (DVLA) as soon as possible to arrange to transfer the number plate to a replacement bike. If you do not contact the DVLA, this could delay your claim.

Automatic renewal

If you pay your premium by instalments, we will automatically renew your policy. This saves you having to contact us before the renewal date. Before your cover ends, we will write to you with full details of next year's premium and policy terms.

If you do not want to renew this policy, simply tell us that you do not want to renew it before the renewal date.

If you tell us that you do not want to renew after the renewal date, we will cancel this policy in line with section 9.

If we decide not to renew your policy, we will write to you before the renewal date.

Winter tyres

The insurer will not charge an extra premium for you fitting winter tyres to your vehicle. Any winter tyres must be fitted to wheels of the correct specification. So the wheel size – diameter, width and offset – must meet your vehicle manufacturer's specifications.

Your vehicle handbook or manufacturer should be able to give you advice on specification if you are not sure.

Detecting and preventing fraud and confirming claims history

To keep premiums as low as possible for all our customers, we and the insurer take part in a number of schemes to help prevent and detect crime, especially fraud. This involves adding details of all our policies and claims we and the insurer receive to different systems and registers.

To detect and prevent insurance-related fraud, we and the insurer may:

- share information about you with other companies within our and the insurer's groups or those providing services to us or the insurer; and
- check or file your details with fraud-prevention agencies, systems and registers, and if you give us false or inaccurate information or we or the insurer suspects fraud, we and the insurer will record this too.

We, the insurer and other organisations may also use and search these agencies, systems and registers to:

- help make decisions about the insurance, credit and related services we provide and manage for you and members of your household;
- trace people or organisations we or the insurer owe money to, recover debt, prevent fraud and manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you supply other satisfactory proof of your identity; and
- make credit searches and other fraud searches.

Fraudulent, false and exaggerated claims

Fraudulent, false and exaggerated claims increase premiums for our policyholders.

The insurer will not pay a claim if:

- any part of it is fraudulent, false or exaggerated;
- you, or anyone acting for you, make a claim in a fraudulent or false way; or
- the insurer has been given any documents which are false or stolen.

The insurer will also do everything possible to recover their costs in such circumstances. You will lose all benefit under this policy from the date of the fraudulent claim and we will keep all premiums you have paid for this policy.

Misrepresentation, fraud and financial crime

If you or anyone representing you:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- provides us with false documents; or
- makes a fraudulent payment by bank account or by bank or credit card;

the insurer may:

- agree to amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any premium due, including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount of payment they may make; or
- cancel or void your policy (treat it as if it never existed), including all other policies which you have with them, and charge a cancellation premium.

Where misrepresentation or fraud is identified the insurer will:

- not return any premium you have paid;
- recover from you any costs they have; and
- pass details to fraud-prevention and law-enforcement agencies, who may access and use this information. Other insurers may also access this information.

GENERAL EXCEPTIONS

These exceptions apply to the whole insurance.

Cyber Liability Exclusion

This policy will not cover you for any loss, theft, damage, disablement, impairment or loss of use of your vehicle caused by a cyber act, (other than where we are required to provide cover under the Road Traffic Act 1988 and any subsequent amendments of the act) namely;

- The use of, or failure of, any application, software, or program in connection with your vehicle. This includes driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
- The use of, or failure of, any electronic device connected to your vehicle (such as smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
- Any computer virus, ransomware, code or software
- Theft of, loss of access to, or damage to, any telematic device or any electronic data, wherever it is stored;
- Any threat, deception or hoax relating to the above bullet points.

Your insurance does not cover the following.

- (a) Any liability to others, or loss of or damage to any vehicle covered by this insurance, when the vehicle is being used in any of the following ways.
- Being ridden by, or in the charge of, anyone who is riding without your permission or is not included to ride in the certificate of motor insurance or who is excluded by an endorsement.
 - In the charge of anyone who is disqualified from riding, or who has not held a driving licence, or who by law is prevented from holding or getting a driving licence.
 - Being ridden in a way not covered by the driver's licence (for example, riding a vehicle with a bigger engine than allowed).
 - Being used outside the United Kingdom, unless it is allowed by section 5.
 - Being used in restricted areas of airports or airfields (the insurer will not pay any claim involving aircraft within the boundary of the airport or airfield).
 - Being ridden in an unsafe, unroadworthy or damaged condition or without a valid MOT certificate when one is needed.
 - Being ridden with a load or a number of passengers which is unsafe.
 - Carrying an insecure load (such as a heavy load that is not properly tied down).
 - Towing a trailer which is unsafe or has an insecure load.
 - Being used for a purpose that is not included in your certificate of motor insurance.
 - Being used for criminal acts (the insurer will not pay for any loss, damage or liability caused while your vehicle is being used by you or any insured person for any criminal activity).
- (b) Any result of war, invasion or act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion or military or usurped power.

- (c) Any loss or damage caused by:
 - an earthquake; or
 - a riot outside of the United Kingdom.
- (d) Any liability you have accepted by agreement or contract, unless that liability would have existed without the agreement.
- (e) Any loss or damage caused directly or indirectly by:
 - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- (f) Loss or damage caused by pressure waves from aircraft or flying objects.
- (g) Loss or damage by pollution or contamination, however caused, other than cover needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- (h) Any loss, damage, injury or legal liability caused directly or indirectly by terrorism, as defined in the Terrorism Act 2000 or any amendment to that act. This exception does not apply to the cover the insurer must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 3 and 4 of this insurance.
- (i) Any death, injury, loss or damage caused directly or indirectly by anything anyone insured under this insurance deliberately does or fails to do.
- (j) Damage to your vehicle, including fire and theft, when the damage results in the person in charge of the vehicle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover.

GENERAL CONDITIONS

The insurer will only provide cover if you have paid the premium. These general conditions apply to the whole insurance

- (a) The insurer will only provide the cover described in this insurance under the following circumstances.
 - Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 - The information you gave on the proposal form, or on the statement of insurance and any declaration, is true and complete. If the insurer finds that you have not given us accurate information, they may change the terms of the policy, cancel your policy, declare the policy void (treat it as if it never existed), refuse to deal with all or part of your claim or reduce any amount of claim payment.
 - 'Your vehicle' means any vehicle you have told us about and that the insurer has agreed to cover. If you change the vehicle covered by this insurance or get an extra vehicle which you need cover for, you must tell us beforehand.
- (b) You must send the insurer any letters, writ or summons as soon as you receive them. Do not answer any letters – send them straight to the insurer. You must also tell the insurer if you know about any prosecutions involving anyone covered by this insurance. If you or any other person covered by this insurance has an accident or loss, you or any other person covered by this insurance must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have the insurer's permission.
- (c) The insurer is entitled to take full control of any claim and they must be given whatever information and help they need. You or any other person covered by this insurance must not do anything that will affect the insurer's interest in this insurance. The insurer can prosecute or defend any claim in your name or in the name of any other person covered by this insurance.

- (d) If, under the law of any country which this insurance covers you in, the insurer has to settle a claim which they would not otherwise have paid, you or the person who made the claim must pay this amount back to them.
- (e) If your vehicle is damaged and a part or accessory cannot be repaired or replaced, the insurer will only pay you the amount shown in the manufacturer's last United Kingdom list price. If the insurer knows that your vehicle is imported and they have agreed to cover it, and the damaged part or accessory has never been available in the United Kingdom, the insurer will only pay the manufacturer's last list price in the country your vehicle came from. The insurer will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- (f) If your vehicle is under any finance contract and it is damaged and cannot be repaired or replaced, the insurer will pay the claim to the owner shown in that agreement.
- (g) If there is other insurance in force which covers the same loss, damage or liability as our insurance, the insurer will only pay the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition does not make the insurer responsible for any amount they would not otherwise have paid under any section of this insurance.
- (h) You must keep your vehicle in a roadworthy condition at all times, and protect it from loss or damage. The insurer can examine your vehicle at any reasonable time.
- (i) You must lock and secure your vehicle at all times when you leave it.
- (j) You cannot transfer this insurance to anyone else.
- (k) This insurance does not give rights to any person other than you (the insured person) unless the insurer says differently elsewhere in this document.
- (l) Unless the insurer has agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law will apply to this insurance, the insurer will use English law. The insurer will not make any payments that are awarded by a court in a country outside the United Kingdom, unless your cover has been extended to that country under section 5 of this insurance.
- (m) The insurer has the right to find out the mileage reading of your vehicle. You must give them all the help and information they need and provide written evidence to prove the distance recorder reading of your vehicle, if they ask for this. The insurer can examine your vehicle at any reasonable time.
- (n) If your vehicle is declared a total loss by the insurer, you must pay your annual premium in full to MCN Insurance Services. This includes if you pay by instalments or direct debit. If you owe any premium or credit charge when the insurer is due to pay a claim, the insurer can take the amount you owe from the claim payment.
- (o) If anyone named on this policy is driving this vehicle when it is involved in an accident, and the accident is caused or contributed to by that person not taking any prescribed treatment properly or reporting for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

Changes we need to know about

You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or it may not cover you at all. If you are not sure whether any facts are important, please ask us.

Here are some examples of changes you should tell us about.

- A change of vehicle – including getting an extra vehicle.
- A change in the way you use your vehicle.
- A change of address.
- A change of occupation, including any part-time work.
- Convictions and prosecutions.
- A change in the main rider of the vehicle.
- Details of riders using the vehicle who you have not told us about before.
- Details of any medical conditions that you or anyone covered on your certificate of motor insurance has developed and which you should tell the DVLA about.
- All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.

SECTION 9 – CANCELLATION

Cancelling during the initial period of cover – 'retail customers' only

If you have entered into this contract of insurance as a retail customer (see the 'Definitions' section), you have a right to cancel this insurance. To do this, you must tell us within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

If you choose to cancel the insurance policy during this initial period of cover and no claims have been made, or accidents have occurred, during the current period of insurance, you will receive a refund of the premium paid less a proportion of the premium for the period of time you have had insurance cover. Further charges may include any policy issue fee paid to us and cancellation fees charged by us, to cover our costs under our terms of trading.

Cancellation by you

If you choose to cancel the insurance policy and at the date of cancellation your policy is not yet in force, you will receive a full refund of the premium. (This will not include a refund of any policy issue fee paid to us.) You may have to pay additional fees, under our terms of trading.

You can cancel this insurance once cover is in force and after the initial period of cover set out in 'Cancelling during the initial period of cover - 'retail customers only' by telling us.

If you choose to cancel the insurance policy and no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of £25 (plus insurance premium tax (IPT) if it applies), and less any other charges that are applicable, as per our terms of trading.

If a claim has been made, we will not refund any of your premium. This applies if your claim has not been settled yet, and whether the insurer paid the claim or not.

Cancellation by us

We or the insurers can cancel your policy at any time, by giving you seven days' notice in writing for any of the reasons listed below. We will send the notice of cancellation to the address that we hold on file. The notice will set out the reason for the cancellation.

Reasons for cancelling your policy

- You have not provided any document or information we or the insurer has asked for.
- You have not made any payment we, the insurer or any other company have asked for in connection with your policy.
- We or the insurer has good reason to suspect fraud or false information.
- A change in your details makes your policy unacceptable to us.
- You have not kept to the conditions of your policy, as set out in this policy booklet.
- If we believe that you or anyone else covered by this policy plans to use the benefits of the policy for anything the policy is not intended for.
- If you, a person acting on your behalf, or any person covered by this policy uses threatening, intimidating or abusive behaviour or language towards our or the insurer's staff, suppliers or agents acting on our or the insurer's behalf.

Cancellation by us - false or missing information

The insurer will treat this policy as if it never existed if:

- the proposal or declaration is untrue in any significant way; or
- the circumstances in which you entered into the insurance change without our permission.

If we or the insurer cancels this insurance and no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of £25 (taking account of insurance premium tax (IPT) if it applies).

If a claim has been made in the current period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

General cancellation information

If you have chosen to pay your annual premium by instalments and do not cancel the insurance policy, you must continue to pay the instalments for your policy or we will cancel your cover and end the insurance policy.

If you pay your premium in instalments and you have paid a deposit premium, if we then do not receive the first instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with us. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

If your vehicle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, your vehicle will become the insurer's property when they settle your claim. We will not refund any premium for the period of insurance you have left, but we may decide to let the cover continue for a replacement vehicle.

REPORTING AN ACCIDENT OR CLAIM

What to do if you have an accident

The following is a list of what you should and should not do if you have to make a claim.

- (a) Do not ride away. You must stop if any person has been hurt, or if any vehicle or property has been damaged.
- (b) Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- (c) If the accident damaged another vehicle or property, you must give your name, address, vehicle registration number and show your certificate of motor insurance to anyone who needs it. If anyone other than you is injured, you must show your certificate of motor insurance to the police.
- (d) Write down the names and addresses of any witnesses.
- (e) Draw a diagram of the scene. Show as much detail as possible, including:
 - the position of all the vehicles before and after the accident;
 - the speeds and distances;
 - road names and layout;
 - where witnesses were standing;
 - any obstructions to your or other road users' view; and
 - anything that could be relevant to the accident (such as weather conditions).
- (f) Do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- (g) If you receive any writ, summons or correspondence from anyone else or their representative, send it to the insurer immediately. You must tell the insurer if the police are going to take action against you.

HOW TO MAKE A CLAIM

Your claim will be dealt with by our UK claims handling agents, 4th Dimension.

You must immediately report any accident involving damage to or loss of your vehicle. Please phone 0344 381 9334.

If any incident involves theft, attempted theft or vandalism, you must also report this to the police as soon as you discover the incident.

If you ask for your vehicle to be repaired, the damage must:

- be covered by the policy; and
- have been inspected by an approved assessor.

If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must call 4th Dimension, who will recover your vehicle or arrange for it to be taken to the nearest repairer. The insurer will accept any reasonable costs as part of your claim. The insurer will not pay for any further damage you cause if you try to use your vehicle. Repairs will first be handled by 4th Dimension or another repairer approved by the insurer. If your vehicle is repaired by a repairer other than 4th Dimension, when your vehicle is with that repairer you must get an estimate for the cost of the repairs and send it to the insurer immediately. One of the insurer's approved assessors must inspect your vehicle before any repairs are started. The insurer will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without their agreement. If the insurer thinks the estimate for the cost of repairs is unreasonable, they may negotiate a lower estimate, pay for any emergency work that has been carried out so the vehicle could be used, or move your vehicle to another repairer. The insurer has the right to move your vehicle to a safe storage place without asking you. If the insurer chooses, they may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.

4th Dimension promise to:

- do their best to sort out your claim with as little paperwork as possible; and
- start the repairs as soon as possible.

To help 4 th Dimension to process your claim, please make sure you have your policy details to hand when you contact them. You will also need to tell them the precise details of the incident.

4 th Dimension aim to provide a first-class service throughout your claim. If you are dissatisfied with their service and want to make a formal complaint, write to:

Claims Manager
Unit 5
Alpha Way
Thorpe Business Park
Egham
Surrey
TW20 8RZ
Phone: **0344 381 9334**

You will receive a reply within seven days. Your complaint will be fully investigated and settled as quickly as possible. If you are still not satisfied, you should write to:

Customer Services Co-ordinator
MCN Insurance Services
East Winch Hall
East Winch
King's Lynn
Norfolk
Phone: **0344 381 6503**

If you make a claim and your vehicle is stolen or declared a total loss, you must pay your annual premium in full to MCN Insurance Services. If you don't, it can be deducted from the claim settlement payment, even if you are paying by instalments or direct debit. If the vehicle can be repaired, you must make sure that your instalments are up to date and that you do not owe any payments. If you do owe payments we may insist that you bring them up to date before we authorise any repairs.

TRAVELLING OUTSIDE THE UK

If you are travelling abroad and you need to let us know about a claim, please contact 4th Dimension direct on **+44 344 381 9334**.

You will need to fill in a statement of facts (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union. Before signing the statement, make sure that you have ticked the relevant boxes and that your comments and diagrams are correct. You will get a copy of this statement and you should send this to us as soon as possible. This document can be legally binding in certain countries, so you should not sign anything you do not understand.

Your policy does not provide for roadside assistance if your vehicle breaks down. Any European breakdown policy you may have in force can arrange for your vehicle to be taken to one of their approved roadside recovery agents. In some circumstances, the local police will arrange for your vehicle to be removed from the roadside. You must report the accident to us immediately.

CUSTOMER CARE

About our service

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact us using the details below.

Customer Services Co-ordinator
MCN Insurance Services
East Winch Hall
East Winch
King's Lynn
Norfolk
Phone: **0344 381 6503**

When you do this, please quote your policy number shown on your schedule of insurance document as it will help us deal with your complaint quickly.

If you are not satisfied with our response

If the insurer is named as being part of Lloyd's Syndicate, you may ask the Complaints department at Lloyd's to review your case.

Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA
Tel: **020 7327 5693**
Email: complaints@lloyds.com
Website: lloyds.com/complaints

If the insurer is not part of a Lloyds syndicate or if you are not satisfied after contacting Lloyds on the above details, you can contact:

The Financial Ombudsman Service
Customer Contact Division
Exchange Tower
London
E14 9SR

Phone: **0800 023 4 567**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You must refer your complaint within six months of the date of our final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances (for example, if the Ombudsman believes that the delay was as a result of exceptional circumstances).

We are bound by the Financial Ombudsman's decision, but you are not.

Following the complaints procedure does not affect your right to take legal action if necessary. If your complaint relates to a claim, please see the 'How to make a claim' section.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

As the insurer is a member of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if the insurer cannot meet their liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk.

EXTRA INFORMATION

The following advice does not form part of the contract of motor insurance.

Vehicle crime – learn how to beat the criminals

Most crime-prevention methods are common sense.

- Never leave valuables on show.
- Use good-quality locks and security devices. We recommend security devices such as alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For more information, visit www.thatcham.org.
- Always put your steering lock on when you leave your vehicle and use a wheel lock.
- Don't make life easier for thieves – always remove the keys from your vehicle. If you don't, you may not be covered by this insurance.
- Remove any entertainment equipment if you can.
- Always park your vehicle in a secure location, in your own garage or a secure public garage if possible.
- Always lock your vehicle and set any alarm or immobiliser when you leave it.

You can get more information from the local crime prevention officer at your local police station, or visit www.secureyourmotor.gov.uk.

EXTRA BENEFITS (OPTIONAL)

The cover shown below is optional and you have to pay an extra premium for it. Please contact us to arrange cover.

Personal accident cover

We can offer a Personal Accident policy that pays out up to £12,500 if you die or in the event of certain disabilities, or if you are a victim of a road-rage incident. The policy also covers emergency dental treatment, clothing, personal possessions and stress counselling for stress after an incident.

Helmet and leathers cover

We can offer a protective clothing policy that covers your helmet, gloves, boots and leather and textile clothing for up-to £2000 if they are damaged in a road-traffic accident. A £50 excess will apply.

Breakdown cover

We can offer a breakdown policy which covers home start, roadside recovery, taking you to a garage, your final destination or home for the whole of the UK. It also applies for 60 days in: Andorra, Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain (including the Balearics), Sweden, Switzerland or Vatican City.

Keycare cover

We can offer a Keycare policy that covers costs of up to £1500 if your keys are lost or stolen. This includes replacement locks and locksmith charges, cover if you lock the keys inside a vehicle and reprogramming the immobiliser. It also covers all other keys attached to the Keycare fob.

Replacement bike cover

We can offer a guaranteed replacement bike policy. This will provide you with a suitable bike for up to 14 days if you are claiming for a stolen and unrecovered bike, one which has been written off or one which can no longer be ridden after an accident.

Excess protection cover

We can offer an excess protection policy, so if you make a claim (whether you are at fault or not) we would refund you up to £1000. There is no cover if any claim amount is less than your excess.

Agreed value cover

We can offer you an agreed value policy, so if your vehicle is stolen or damaged beyond economical repair you would be paid the difference between the insurer's payout and your agreed value.

Spare parts cover

We can offer you a policy which covers up to £2000 for any spare parts or accessories you have in a locked outbuilding or garage to cover against loss, vandalism, accidental damage or theft. Mechanical (working parts) and cosmetic (parts that only affect the appearance of the vehicle and not the performance) items are covered. We will also cover spares or accessories temporarily in, but not attached to, your locked vehicle.

PRIVACY STATEMENT

We are committed to protecting the privacy of your personal information in line with current data-protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of your information, we operate in co-operation with the insurer. If you have any questions or concerns about data protection, please get in touch with us.

Your information

We will share any information you give us with the insurer so they can provide the insurance cover and for handling claims. We share this data with the insurer on the basis of contractual requirement. We may share your information with other companies such as affinity partners (for example, a company we use to provide marketing services), brokers, agents, third-party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud-detection agencies, loss adjusters, solicitors and barristers, accountants and regulatory authorities, and as may be needed by law. We will not use your data for any marketing purposes.

We and the insurer may release your personal information outside the European Economic Area (EEA). If we transfer your personal information outside the EEA, we will make sure that it is treated securely and in line with the law.

Keeping information

In line with our legal requirements, we and the insurer will keep your information for at least six years after your policy has ended. In certain circumstances we may have to keep your information more than six years for the purpose of handling claims.

Your rights

Under the General Data Protection Regulation (GDPR), you have the right to get copies of the personal information we hold about you.

We will give you a response to your request within one month of receiving a valid request. If you want to get information from any of our partners, you will need to write to them directly. In line with the GDPR, in most cases, we will not charge for providing this information. You have the right to ask us to correct any inaccuracies in the personal information held about you. Please contact your broker if your personal information needs updating. If you believe we have not kept to our responsibilities under the GDPR, you have a right to make a complaint to the Information Commissioner.

<https://ico.org.uk/global/contact-us>

You have the right to have your information sent directly to another data controller if this is technically possible.

If it does not affect our contractual responsibility, you have the right to restrict data processing, if:

- you believe the information we hold is not accurate;
- processing the information is unlawful and you do not want us to erase your information;
- we no longer need the information for processing, but you need the information to establish, exercise or defend a legal claim; or
- you have objected to us processing your information before checking whether the legitimate reasons for processing it override your objection.

You have the right to object to us processing your information including, but not limited to, profiling (collecting information in order to look at characteristics and predict behaviour). This does not include if the processing is necessary for entering into a contract, or for carrying out our contractual responsibilities.

