

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



## **MOTORCYCLE INSURANCE POLICY**

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If you have an accident call our 24 hour Claims Helpline:

**0333 305 8120**

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

## Does the accident involve a third party?

**If you are calling from the roadside we may ask to speak to the third party, or ask you to request them to contact us on 0333 305 8120 within 1 hour.**

They may be entitled to a number of services free of charge (dependant on fault).

**All correspondence in relation to this policy should be addressed to Xpekt Motor:**

Xpekt Motor c/o AAC Limited, Sureland House, Journeymans Way, Southend-on-Sea, Essex, SS2 5TF.

# XPEKT MOTOR

## Introduction to your policy

Welcome to this Xpekt Motorcycle insurance policy.

### Words in bold

Words shown in bold have a particular defined meaning. **You** should refer to the General Definitions to obtain the full meaning of such terms. Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy.

### Our contract with you

This document is evidence of a legally binding contract of insurance between **you** and **us**. If it does not meet with **your** requirements please contact the broker who effected this insurance to arrange any alteration that may be necessary.

**You** must read this policy, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the policy apply.

### Your duty of fair presentation

- 1) **You** must make a fair presentation of the risk (as set out in the Consumer Insurance (Disclosure and Representations) Act 2012) to **us** in proposing, or proposing to vary the insurance provided by this policy. If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation at or prior to the commencement of the **period of insurance**, then **our** remedies shall be as follows:
  - a) if such breach is deliberate or reckless, **we** may:
    - i) treat this policy as having been terminated from its inception; and
    - ii) retain the premium.
  - b) if such breach is not deliberate or reckless and **we** would not have entered into this policy but for the breach, **we** may by notice to **you** treat this policy as having been terminated from its inception, so **we** may refuse all claims but **we** shall return the premium; and
    - i) in all other cases if, but for the said breach, **we** would have entered into this policy but:
      - I) on different terms (other than terms relating to the premium), **we** may require that this policy is treated as if it had been entered into on those different terms from the outset; or
      - II) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

- 2) if **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this policy, **our** remedies shall be as follows:
- a) if such breach is deliberate or reckless, **we** may:
    - i) by giving **you** notice, treat this policy as having been terminated from the time when the variation was concluded; and
    - ii) retain the premium.
  - b) if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this policy as having been terminated from the time when the variation was concluded, **we** may refuse all claims after the variation, so **we** may refuse all claims but **we** shall return the relevant premium; and
    - i) in all other cases if, but for the said breach, **we** would have entered into the variation but:
      - ii) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms from the outset;
        - I) would have increased the premium by more than **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ ; or
        - II) would not have reduced the premium by as much as **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

## Data Protection and sharing information with other organisations

### Data protection notice

- 1) To provide our services as an insurer and an intermediary, **we** will collect and use information about **you**, such as your name and contact details, which may also include special categories of personal data (e.g. about your health) and information relating to criminal convictions and offences. All personal information (including any sensitive personal data) acquired by **us** is held in accordance with all applicable legislation relating to data protection and privacy including (but not limited to) the Regulation (EU) 2016/679 of the European Parliament and of the Council Of 27 April 2016 and **we** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
- 2) **We** may monitor and record all communications with **you** for compliance and training purposes.
- 3) **Your** consent to **us** processing special categories of personal data is necessary for **us** to provide **you** with the relevant services and **you** hereby agree to **us** using the information **you** provide **us** for:
  - a) underwriting, renewal information, validation of claims history, claims handling and all other matters relating to the processing of this insurance and any claims under this policy;
  - b) statistical analysis, management information and market research;
  - c) audits, system integrity checking and risk management.

Although you may withdraw your consent at any time, if you do we may be unable to continue to provide services to **you**.
- 4) Personal information may also be used for the prevention and detection of fraud, and **you** consent to **us**:
  - a) sharing information about **you** with other organisations (including the police) for the purposes of fraud prevention and detection;
  - b) conduct searches using publicly available databases (including social media);
  - c) undertaking credit searches;

- 5) checking and sharing your details with fraud prevention and detection agencies.
- 6) Personal information may also be disclosed to the following entities as part of the operation of **our** business:
  - a) other members of our group;
  - b) other insurance entities (such as our reinsurers) who have an interest in the risk accepted under this insurance;
  - c) our regulators;
  - d) potential purchasers of the whole or part of our business.
- 7) If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies and made available to other organisations that have access to their databases. Law enforcement agencies may access and use this information. This information is used by **us** and other organisations to prevent fraud and other financial crime when:
  - a) checking the details made under the duty of fair presentation;
  - b) confirming claims information;
  - c) recovering outstanding debts;
  - d) checking details on applications for credit and managing credit accounts;
  - e) checking details of job applicants and employees.

Please contact **us** if **you** require details of the relevant fraud prevention agencies.

Please note: information from fraud prevention agencies may be accessed and used from other countries.

- 8) Personal information may be transferred to entities within and outside of the European Economic Area. If **we** do transfer information **we** will ensure that it is appropriately protected.
- 9) Where personal information is provided about another person, **you** must inform that person of **our** identity, and why their personal information will be processed and disclosed. **You** must also obtain their written consent to the processing of their personal information in this way and provide **us** such consent upon request.
- 10) Individuals have certain rights under the Data Protection Legislation, including:
  - a) the right to ask for a copy of the information we hold about them; and
  - b) to correct any information that may be inaccurate.
- 11) If **you** wish to check this information, or have any queries as on how **we** use **your** information please **Us** at the address below. **You** also have the right to withdraw **your** consent to **us** using **your** information at any time. If **you** wish exercise these rights please contact **us** at Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN.
- 12) For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at: Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF Tel: 0303 123 1113 or 01625 54 57 45 email: mail@ico.gsi.gov.uk.

### **Motor insurance database**

Information relating to **your** insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- 1) Electronic Licensing
- 2) Continuous Insurance Enforcement;
- 3) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)

- 4) The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **we**, Xpekt Limited and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

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

## Applicable law and language

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this policy. Unless it is agreed otherwise, the law that applies to this contract is English law.

It is agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of England and Wales are subject to the exclusive jurisdiction of that court.

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

## Delegated authority

This policy is issued in accordance with the authorisation **we** have granted to Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN under the terms of a contract between Xpekt Limited and **us**. This contract makes the Xpekt Limited **our** agent and gives them the authority to perform certain acts on **our** behalf, but does not affect **your** rights to claim or make a complaint.

## Cancellation

### Your cancellation rights:

- 13) **You** have the right to immediately cancel the **cover** within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling off period');
- 14) **You** should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;
- 15) If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **you** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;
- 16) Xpekt Limited do have the right to charge for the service they have provided **you** in setting up the contract which is twenty five pounds (£25.00)
- 17) If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis, less a cancellation charge of twenty five pounds (£25.00) for the service provided by Xpekt Ltd in setting up and administering this policy. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### Our cancellation rights:

In addition to **our** rights set out in the following clauses:

- a) **Your** duty of fair presentation;
- b) Period of insurance and premium payment;
- c) Fraud;

**we** may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - i) **our** ability to process a claim; or
  - ii) the defence of **our** interests; or
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance** **we** will return to **you** to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.



## Complaints procedure

**We** strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** takes all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question about this insurance or complaint about **your** broker, **you** should contact **your** broker.

If **your** complaint is in relation to this insurance or a claim **you** should contact Xpekt Limited as follows:

In writing :Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN.

By telephone: 0333 305 8110

By e-mail: Complaints@xpekt.co.uk

When contacting Xpekt Limited please provide:

A policy number and/or claim number

An outline of **your** complaint

A contact telephone number.

**We** will make every effort to resolve **your** complaint immediately. If **we** cannot resolve **your** complaint by the end of the next working day, **we** will acknowledge **your** complaint within five (5) days of receipt and will do **our** best to resolve the problem within four (4) weeks by sending **you** a final response letter. If **we** are unable to resolve **your** complaint in this time, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four (4) weeks. If **you** are still dissatisfied after receiving **our** final response letter **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

Exchange Tower,

Exchange Square;

London E14 9SR.

Telephone 0300 123 9 123 or 0800 023 4567

Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.

**You** have the right of referral within six months of the date of **your** final response letter. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

**You** may also be able to refer **your** complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk in situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit <https://financialarbiter.org.mt/en/Pages/Home.aspx>

## Rights of third parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under road traffic law in any country in which this insurance applies.

## Period of insurance and premium payment

We have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the **premium** shown in the **schedule**. The **cover we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy less a cancellation fee of twenty five pounds (£25). There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. We may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

## Regulation and signature

R&Q Insurance (Malta) Ltd is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Xpekt Ltd act as an administrator on behalf of R&Q Insurance (Malta) Ltd.



Paul Corver  
Director  
R&Q Insurance (Malta) Ltd



Colin Hart  
Managing Director  
Xpekt Limited.

### Regulation:

Malta Financial Services  
Authority  
Notabile Road  
BKR3000  
Attard  
MALTA

R&Q Insurance (Malta) Limited is authorised and regulated by the Malta Financial Services Authority and is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority under Firms Registration Number (FRN) 608422. R&Q Insurance (Malta) Limited is licensed in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Xpekt Ltd, registered in England & Wales, Company No 07857938.  
Authorised and Regulated by the Financial Conduct Authority under No 624585

# Important Customer Information

## What to do if you have an accident

### Contact us

If the accident is within the UK:

**0333 305 8120**

If the accident is outside the UK:

**0044 1702 455380**

**To obtain immediate assistance at the roadside call our Roadside Priority Claims Helpline on 0333 305 8120.**

Our UK based, experienced advisors will take initial claim details and discuss recovery of **your Motorcycle**.

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

Please quote **your** policy number and provide as much information as **you** can. If **your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number.

### Benefits of an immediate call

Calling **us** straightaway provides **you** with benefits which may include the following (dependant on the level of policy cover **you** have):

- FREE collection and re-delivery
- All **approved repairer** work is guaranteed for three years

**We** will deal with **your** claim and claims made against **you**, as quickly and fairly as possible. Please read the Accident and claims procedure in the General Conditions of this policy.

For the protection of Xpekt Ltd, **you** and **us**, telephone calls may be recorded and monitored by Xpekt Ltd

## What to do

### If you are involved in an accident:

- Stop and give **your** name, address and the registration number of **your** vehicle, together with **your** insurance details, to the other driver or drivers;
- report the accident to the Police within twenty four (24) hours at the latest if anyone is injured;
- Note the names, addresses, vehicle and insurance details of all the other people involved, including any witnesses;
- Make a sketch plan of the accident scene;
- **Do not admit responsibility for the accident or make any offer of payment;**
- If requested, fill in and return a Motor Accident Report Form. These forms can be obtained by contacting the 24 Hour Claims Helpline.

### When repairing your motorcycle

If **your motorcycle** is damaged and the damage is covered by **your** policy, **you** should use our nationwide network of **approved repairers**. Each **approved repairer** will:

- Collect and deliver **your motorcycle** free of charge;
- Have authority to proceed with repairs quickly;
- Clean your motorcycle after repair;
- Guarantee all approved repairer work for three (3) years.

### If you have to pay an excess or VAT

If **you** have to pay an **excess**, **we** will ask the repairer to collect this from **you** when the repair is finished. The repairer will also ask **you** to pay any VAT if **you** are registered for VAT.

### If somebody claims against you

Send all letters and other correspondence to Xpekt Ltd as quickly as possible so that they can deal with them for **you**. Always quote **your** claim or policy number. **Do not admit responsibility for the accident or make any offer of payment.**

### There is a police prosecution following the accident

**You** must let **us** know at once if **you** receive notice of any possible prosecution because of an accident. It would also help **us** to know if other people involved in the accident will be prosecuted.

### If your motorcycle is stolen, vandalised or damaged in a riot

- tell the Police as soon as **you** discover the loss and make a note of the crime reference number and station concerned.
- In the event of theft, there will be a period of time during which the Police will try to find **your motorcycle**. **We** will commence claims investigations immediately, but if **your motorcycle** is not recovered within a reasonable period, or **your motorcycle** recovered damaged, **we** will consider settlement of **your** claim on the basis described in Section 1 - Loss or Damage to Your Motorcycle

## Making a change to your policy

To keep **your** insurance up to date, please inform **your** insurance broker or adviser about changes which may affect **your cover**.

Some examples are: -

- A change of motorcycle, or **you** have purchased another motorcycle to which **you** want **your** existing **cover** to apply.
- **You** wish a new rider to be covered.
- **You** or any other rider passes their test.
- Someone who rides **your motorcycle** gets a motoring conviction or fixed penalty endorsement or suffers from a medical condition or has a claim on another policy.
- **Your motorcycle** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit **accessories**).
- A change of occupation (full or part-time) by **you** or any other rider.
- A change of postal address.
- A change of address at which the **motorcycle** is kept.
- A change of garaging facility/where the vehicle is normally left overnight.
- A change in use of **your motorcycle**.
- The vehicle is involved in an accident no matter how trivial.
- A change of the main user of **your motorcycle**.

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

Some changes may mean **we** need to alter **your** premium. **Your** insurance broker or adviser will tell **you** if this happens.

## Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ([www.fscs.org.uk](http://www.fscs.org.uk))

# General Definitions

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

<b>Accessories</b>	non-standard parts or products that have been specifically designed to be fitted to your <b>motorcycle</b> . Any accessory must be declared to and agreed by <b>us</b> to ensure valid cover is in force.
<b>Agreed value</b>	A specific amount that <b>we</b> will pay to <b>you</b> in the event of <b>your motorcycle</b> is stolen and not recovered or being declared a total loss.
<b>Approved repairer</b>	A motorcycle repairer which is a member of <b>our</b> approved repairer network and is authorised by <b>us</b> or <b>our</b> representative to repair <b>your motorcycle</b> following a valid claim under Section 1 of this insurance.
<b>Certificate of motor insurance</b>	The document, required by law to evidence the existence of the minimum compulsory insurance in accordance with Road Traffic Acts and which details whom may drive <b>your motorcycle</b> and the purpose for which it may be used.
<b>Cover/covered</b>	The insurance <b>we</b> will provide/that is provided under the policy.
<b>Endorsement</b>	An additional clause that either alters the details shown in the <b>schedule</b> or a term or terms contained in this policy.
<b>Excess</b>	The first part of a claim which <b>you</b> must pay.
<b>Garage</b>	A permanent four sided structure comprising of three sides constructed of brick, stone, steel or concrete, a roof and with all accessible doors and windows being lockable with key access locks
<b>Information and statements</b>	The information <b>you</b> have provided <b>us</b> when asking <b>us</b> to provide insurance. This will include the information contained in any proposal form <b>you</b> complete as well as any other information <b>you</b> may provide as part of <b>your</b> duty of fair presentation.
<b>Market value</b>	The cost of replacing <b>your motorcycle</b> with one of a similar age, type, condition and history by reference to vehicle value websites and publications (including but not limited to 'Glasses Guide') and, where applicable, a suitably qualified independent motor engineer.
<b>Period of Insurance</b>	The period between the 'effective from' date and time and the 'to' date and time shown on the <b>schedule</b> .
<b>Schedule</b>	The document headed 'schedule' which is provided with this policy and shows: <ul style="list-style-type: none"><li>• <b>Your</b> details;</li><li>• The details and registration number of <b>your motorcycle</b>;</li><li>• The period of <b>cover</b>;</li><li>• The <b>cover</b> applying, whether comprehensive, third party fire and theft or third party only;</li><li>• Any <b>endorsements</b> which apply.</li></ul>

<b>Statement of insurance/statement of fact</b>	The document that details the <b>information and statements</b> that <b>you</b> provided to <b>us</b> or were given to <b>us</b> on <b>your</b> behalf at the time of <b>you</b> applied for insurance and which forms <b>your</b> presentation of risk.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
<b>We, our, us</b>	R&Q Insurance (Malta) Ltd and, where the context requires, Xpekt Limited
<b>You, Your</b>	The person named as the policyholder in the <b>schedule</b> .
<b>Your motorcycle</b>	The vehicle (including its <b>accessories</b> ) described in the <b>schedule</b> and any other vehicle for which details have been supplied to <b>us</b> and an effective <b>Certificate of motor insurance</b> (and/or a windscreen disc if applicable) specifying the registration mark has been issued to <b>you</b> .

# What cover do you have?

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Your **schedule** shows what **cover you** have paid for.

**Comprehensive**

If **your cover** is comprehensive, all sections of this policy apply.

**Third Party Fire and Theft**

If **your cover** is third party fire and theft, the sections of this policy booklet which apply are:

- Section 1, but only if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft; and
- Sections 2, 4, 5 and 6.

**Third Party only**

If **your cover** is third party only, the sections of this policy booklet which apply are Sections 2, 4, 5 and 6.

The General Exceptions and General Conditions of this Xpekt motorcycle insurance policy apply to all levels of **cover**.

**Cover** is subject to any **endorsement** shown as applying in the **schedule**.



# Section 1 - Loss or damage to your motorcycle

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## What you are covered for

### Loss or damage

We will indemnify **you** for loss of or damage to **your motorcycle** caused by:

- a) accident;
- b) malicious damage;
- c) fire, lightning, explosion;
- d) theft or attempted theft

### New for old

We will replace **your motorcycle** with a new one of the same make, model and specification provided that:

- a) **your motorcycle**:
  - i) is less than six (6) months old from date of first registration; and
  - ii) damaged to the extent that the cost of repair exceeds sixty percent (60%) of the manufacturer's list price (including taxes) at the time of the claim or stolen and not recovered; and
  - iii) is owned by **you** and not registered in the name of a company; and
  - iv) has accrued a mileage of less than ten thousand (10,000) miles; and
  - v) is not subject to a finance agreement other than a hire purchase agreement;
- b) **we** are able to replace **your motorcycle** in the United Kingdom with a vehicle of the same make, model and specification or similar (but not greater);
- c) any other party with an interest in **your motorcycle** confirms their acceptance of 'new for old' replacement in writing.

If **we** replace the lost or damage vehicle **we** will own the salvage, or if stolen and subsequently recovered after **we** have replaced it, **we** will own **your motorcycle**.

If **we** cannot replace **your motorcycle**, **our** liability under this section will be **market value**.

## **Agreed value**

If **we** have agreed to cover **your motorcycle** on an agreed value basis and such cover is shown as applicable in the schedule by the inclusion of an endorsement, the amount **we** will pay to **you** in the event that **your motorcycle** is declared a total loss or stolen and not recovered is the **agreed value**

This coverage is subject to **us** receiving from **you**:

- a) an independent appraisal that is not more than two (2) years old of the value of **your motorcycle** by suitably qualified expert; or
- b) satisfactory photographs of **your motorcycle**; and
- c) any other information in support of the value that **we** may reasonably require.

Such information shall be provided at the commencement of the **period of insurance** and if so requested by **us**, at any subsequent renewal.

## What happens in the event of a claim

### See also the Claims procedure in the General conditions

<b>Amount payable</b>	<p>We will decide whether to:</p> <ol style="list-style-type: none"><li>repair or replace <b>your motorcycle</b>;</li><li>pay <b>you</b> the pre-accident value of <b>your motorcycle</b>;</li></ol> <p>but <b>we</b> will not pay for more than the <b>market value</b> of <b>your motorcycle</b> or the value shown in the schedule (whichever is the less) unless 'new for old' or 'agreed value' cover applies.</p> <p>If <b>we</b> cannot repair or replace a damaged part or accessory, <b>we</b> will pay <b>you</b> the manufacturer's last listed price.</p>
<b>Total loss</b>	<p>If <b>your motorcycle</b> is deemed uneconomical to repair and declared a total loss, <b>we</b> reserve the right to move it to a place of free and safe storage pending settlement of the claim. Upon settlement of the claim, what remains of <b>your motorcycle</b> will become our property and <b>we</b> will not return any premium for the remaining <b>period of insurance</b>.</p>
<b>Non-manufacturers parts</b>	<p><b>We</b> may at <b>our</b> option fit replacement parts which have not been made by the <b>motorcycle's</b> manufacturer but which are of a similar standard;</p>
<b>Hire Purchase and Financial Agreement</b>	<p>If <b>we</b> know that <b>your motorcycle</b> is the subject of a hire purchase or other similar agreement with a finance company and is declared to be a total loss, <b>we</b> will make any payment to the owner described in that agreement. <b>We</b> will not be liable for any other costs after this.</p>
<b>Accessories</b>	<p>If your <b>motorcycle</b> has been fitted with <b>accessories</b>, <b>we</b> reserve the right to repair your motorcycle to its standard specification should <b>we</b> choose to do so.</p>

## What you are not covered for

### See also the General Exceptions

This section excludes:

<b>Breakdown</b>	any mechanical, electrical, electronic, computer or computer software breakdown, failure, fault or breakage.
<b>Confiscation</b>	the confiscation or requisition or destruction of <b>your motorcycle</b> by or under the order of any government or public or local authority.
<b>Deception</b>	the loss or refund money as result of <b>you</b> parting from <b>your motorcycle</b> by means of any fraudulent scheme, trick, device or false pretence.
<b>Deliberate acts</b>	any loss or damage to <b>your motorcycle</b> as a result of road rage damage or deliberate act caused by <b>you</b> or any person who is <b>covered</b> to drive <b>your motorcycle</b> .
<b>Depreciation</b>	any loss in value of <b>your motorcycle</b> , including any reduction in the <b>market value</b> of <b>your motorcycle</b> following repairs.
<b>Excess</b>	<p>the first amount, or amounts, shown in the <b>schedule</b> and any <b>endorsement</b> as the <b>excess</b>. This will apply to each claim for loss or damage to <b>your motorcycle</b>. Where no excess is shown in the <b>schedule</b> then a Two hundred and fifty pounds (£250) excess shall apply.</p> <p>The <b>excess</b> will not apply:</p> <ul style="list-style-type: none"><li>a) To any loss or damage caused by fire, lightning, explosion, theft or attempted theft;</li><li>b) When <b>your motorcycle</b> is in the hands of the motor trade for servicing or repair.</li></ul>
<b>Fuel</b>	<ul style="list-style-type: none"><li>a) Loss of fuel;</li><li>b) Loss or damage caused by the use of the wrong type or grade of fuel.</li></ul>
<b>Goods and personal effects</b>	<p>Loss or damage to:</p> <ul style="list-style-type: none"><li>a) money, credit or debit cards, tickets, jewellery, audio and video equipment and media, documents and securities, mobile phones, satellite navigation equipment, computers and tablets;</li><li>b) tools, trade goods or samples.</li></ul>
<b>Improvements</b>	repairs or replacements which improve <b>your motorcycle</b> beyond its condition before the loss or damage happened.

<b>Indirect losses</b>	indirect losses which result from the incident that caused <b>you</b> to claim including by not limited to the financial consequence of <b>you</b> not being able to use <b>your motorcycle</b> .
<b>Modifications</b>	loss or damage to any modifications to <b>your motorcycle</b> unless they form part of the manufacturer's standard specification or are optional extras that <b>you</b> have disclosed to <b>us</b> and <b>we</b> have agreed to <b>cover</b> .
<b>Repossession</b>	loss resulting from <b>your motorcycle</b> being repossessed by its legal owner.
<b>Security device</b>	loss or damage to <b>your motorcycle</b> if a security system and/or tracking device which <b>we</b> have required <b>you</b> to use or <b>you</b> have told <b>us</b> about in the <b>information and statements</b> has not been set, is not in full working order or any network subscription for the maintenance contract of the system and/or air time is not current at the time of any loss.
<b>Sonic bang</b>	loss or damage to <b>your motorcycle</b> caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
<b>Tyres</b>	damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving <b>your motorcycle</b> .
<b>Unsecured motorcycle</b>	loss or damage from theft or attempted theft where: <ul style="list-style-type: none"> <li>a) all locks have not been engaged; or</li> <li>b) the immobiliser is either not working or not been activated; or</li> <li>c) the keys have been left in or on your <b>motorcycle</b></li> </ul>
<b>Wear and tear</b>	Any loss attributable to wear and tear, gradual deterioration, rust, oxidisation, fading or tarnishing.

## Section 2 – Liability to other people

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### What you are covered for

- Your legal liability**      **We will indemnify you for your legal liability for the death of or injury to any person or damage to property of others as a result of you riding, being in charge of, or otherwise using your motorcycle:** This includes:
- a) carrying a passenger (where you are qualified to do so), including embarking or disembarking your **motorcycle**;
  - b) made without reward;
  - c) using a sidecar provided that the sidecar is properly attached to **your motorcycle**.
- Application of Limits of cover**      In the event of any accident involving cover for more than one person insured under this section, any limitation by the terms of this policy or any **endorsements** relating to the maximum amount payable shall apply to the aggregate amount of payments on behalf of all such persons **covered** and **your** liability shall be settled in priority.
- Riding other motorcycles**      **We will also indemnify you for your legal liability for the death of or injury to any person or damage to property of others whilst you are riding a motorcycle not owned or registered by you, provided that:**
- a) **you** have the owner's permission;
  - b) **your certificate of motor insurance** states that you may ride a motor motorcycle other than your motorcycle;
  - c) the motorcycle being ridden is registered and used within the **territorial limits**; and
  - d) the motorcycle is not hired to **you** under a hire purchase agreement or financial arrangement;
  - e) there is insurance in force covering the other motorcycle but such insurance does not provide cover for **you** riding it;
  - f) the motorcycle is properly licenced and the Vehicle Excise Duty (Road Tax) for the motorcycle has been paid;
  - g) the motorcycle being ridden has not been seized by, or on behalf of, any government or public authority.

## **Indemnity to others**

**We** will also indemnify the following for their legal liability for the death of or injury to any person or damage to property of others:

- a) Any person allowed on the **certificate of motor insurance** to drive **your motorcycle**, provided that :
  - i) they have **your** permission;
  - ii) they comply with the terms of this insurance;
  - iii) they are not using your motorcycle for their employment or any business use;
- b) Any person who is using (but not driving) **your motorcycle** with **your** permission for social, domestic and pleasure purposes;
- c) If **you** ask **us** to do so, any person who is a passenger travelling in, or getting in and out of, **your motorcycle**.

## What is not covered

### See also the General Exceptions

This section excludes:

<b>Business use</b>	the use by any person for their business or employment unless agreed by <b>us</b> and shown in <b>your certificate of insurance</b> ;
<b>The driver</b>	liability for the death or injury to any person riding, using or otherwise in charge of <b>your motorcycle</b> or in charge of it for the purpose of driving it;
<b>Employment</b>	liability for the death or injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this section;
<b>Fines</b>	finances, penalties, punitive or exemplary damages awarded intended to punish the riders or <b>your</b> wrongdoing;
<b>Goods</b>	damage to anything which either is being carried in or on <b>your motorcycle</b> , or is being carried in or on any trailer or other vehicle which is being towed by or attached to <b>your motorcycle</b> ;
<b>Limits of indemnity for property damage</b>	any amount beyond twenty million pounds (£20,000,000) in respect of any one claim or series of claims arising from one accident in respect of damage to property of others.
<b>Limits of indemnity for claimants' costs</b>	any amount beyond for claimants' costs for any amount greater five million pounds (£5,000,000) in respect of any one claim or series of claims arising from one accident.
<b>Other insurance</b>	any <b>cover</b> for anyone who is covered by any other insurance.
<b>Own property</b>	Any loss or damage to : a) <b>your motorcycle</b> or side car; b) any property owned by, in the possession of, or in <b>your motorcycle</b> or any person who claims indemnity under this section.
<b>Pollution</b>	any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination..
<b>Territorial limits</b>	any <b>cover</b> for liability from any proceedings brought against <b>you</b> or judgement passed in any court outside of the <b>territorial limits</b> , unless the proceedings or judgement arise out of <b>your motorcycle</b> being used in a foreign country which <b>we</b> have agreed to extend <b>cover</b> under the terms of Section 5 - Territorial Limits and Using Your Motorcycle Abroad and the proceedings are brought and judgement is made in such country.
<b>Unauthorised use</b>	liability for death, bodily injury or damage to property caused by any person taking or using <b>your motorcycle</b> without <b>your</b> permission.



## Section 3 – Replacement locks

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### What you are covered for

<b>Lock replacement</b>	<b>We</b> will indemnify <b>you</b> up to two hundred and fifty pounds (£ 250) for the cost of replacing: <ul style="list-style-type: none"><li>a) The ignition and/or steering lock and the associated keys;</li><li>b) The locking transmitter and alarm immobiliser interface;</li></ul> If the keys to <b>your motorcycle</b> are lost or stolen.
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### Conditions applicable to this section

#### See also the General Conditions

<b>Excess</b>	The compulsory excess shall not apply to claims under this section.
<b>Knowledge of the location</b>	Cover under this section will only be provided if <b>we</b> are satisfied, based on the information provided by <b>you</b> , that any person in possession of the lost or stolen keys has knowledge of the location of <b>your motorcycle</b>
<b>No claims discount</b>	a claim under this section shall not affect your no-claims discount

## Section 4 - Defence costs

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### What you are covered for

In the event of an accident that may give rise to a claim under section 3 of this policy, **we** will at **our** option indemnify **you** for reasonable:

<b>Coroner's inquest costs</b>	solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident;
<b>Legal costs</b>	legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered under section 3 of this policy;
<b>Manslaughter defence costs</b>	legal expenses in respect of proceedings taken against a person insured under section 3 of this policy for manslaughter, or reckless or dangerous driving causing death, or careless or inconsiderate driving causing death, in respect of their driving at the time of the accident;
<b>Miscellaneous</b>	other legal costs and expenses provided <b>we</b> agree them beforehand.

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

### What you are not covered for

Any costs incurred for:

<b>Appeal costs</b>	Any appeal court costs unless <b>we</b> agree otherwise and the solicitor or barrister that <b>we</b> have appointed considers that there is a more than sixty percent chance of success;
<b>Guilty plea</b>	Any legal representation if <b>you</b> are pleading guilty;
<b>Limit of indemnity</b>	Any amount in excess of GBP 5,000,000 for costs as covered by the section in respect of any one claim or series of claims arising out of one occurrence;
<b>Plea against advice</b>	Proceeding to defend a charge against the advice of any solicitor or barrister that <b>we</b> have appointed;
<b>Representation you arrange</b>	Any legal representation which <b>you</b> arrange without obtaining <b>our</b> consent first;
<b>Territorial limits</b>	any proceedings brought against <b>you</b> or judgement passed in any court outside of the <b>territorial limits</b> , unless the proceedings or judgement arise out of <b>your motorcycle</b> being used in a foreign country which <b>we</b> have agreed to extend <b>cover</b> under the terms of Section 5 - Territorial Limits And Using Your Vehicle Abroad and the proceedings are brought and judgement is made in such country.

## Section 5 - Territorial limits and using your motorcycle abroad

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<b>Territorial limits</b>	The <b>cover</b> provided by this policy applies in full while <b>your motorcycle</b> is within the <b>territorial limits</b> including the transportation therein by a normal river sea or rail route.
<b>European Union Cover</b>	<p>The insurance <b>we</b> provide in this policy also gives <b>you</b> the minimum cover required by the laws of compulsory insurance for <b>you</b> to use <b>your motorcycle</b> on a road in:</p> <ul style="list-style-type: none"><li>a) Any country which is a member of the European Union;</li><li>b) Any other country which has agreed to follow European Union Directives relating to compulsory motor insurance and is approved by the Commission of the European Union;</li></ul> <p>This minimum cover will be extended to that shown in the <b>schedule</b> for a period of up to thirty (30) consecutive days in any one period of insurance. The same <b>cover</b> will extend to include the processes of loading, unloading and transporting <b>your motorcycle</b> to and from the countries in which <b>we</b> have agreed to insure <b>you</b>. <b>Your motorcycle</b> must be transported by a recognised sea or motor rail route which takes sixty five (65) hours or less under normal conditions, or by the Channel Tunnel fixed link.</p>
<b>Outside the European Union</b>	<p>Cover for countries outside the European Union is subject to <b>our</b> prior approval so <b>you</b> will need to advise <b>us</b> before <b>you</b> travel.</p> <p>Provided <b>we</b> accept <b>cover</b> and <b>you</b> pay any additional premium required before <b>you</b> travel, <b>cover</b> will be extended to that shown in the <b>schedule</b> including transit risks as defined above under European Union above. <b>We</b> will issue an International Motor Insurance Card (Green Card) specifying the countries for which <b>we</b> have agreed to extend <b>cover</b>.</p>
<b>Customs duty</b>	<b>We</b> will pay any customs duty <b>you</b> are charged if <b>you</b> have to leave <b>your motorcycle</b> in one of the countries <b>covered</b> as a result of loss or damage which is <b>covered</b> by this policy.
<b>Other charges</b>	<b>We</b> will insure <b>you</b> against General Average Contributions, Salvage Charges, and Sue and Labour charges <b>you</b> have to pay while <b>your motorcycle</b> is being transported by sea, as long as <b>your motorcycle</b> is insured for loss or damage and the contribution relates to the value of <b>your motorcycle</b> .

## Section 6 - No claim discount

### Conditions relating to no claim discount

#### Discount

If **you** do not make a claim during the **period of insurance**, we will apply a discount to the premium **you** pay when **you** renew the policy in accordance with **our** scale applicable at the time of renewal.

#### Effect of making a claim

Unless **you** have purchased No Claims Discount protection, if make any claim during a **period of insurance** **your** no claim discount will step back as follows:

NCD level before a Claim	NCB level at next renewal following:		
	1 Claim	2 Claims	3 Claims or more
nil	0	0	0
1 year	0	0	0
2 years	0	0	0
3 years	1	0	0
4 years	2	0	0
5 or more years	3	1	0

Where **you** have purchased No Claims Discount protection

Current NCD level	NCB level at next renewal following:	
	3 Claims in last 5 years	4 Claims or more in last 5 years
3 years	1	0
4 year	2	0
5 or more years	3	0

**You** may only purchase No Claims Protection if **you** have earned three (3) or more years no claims' discount.

#### Transferring the discount

**You** cannot transfer **your** no claim discount to anyone else. If this insurance applies to more than one vehicle, there will be a separate no-claim discount for each one.

#### Claims that do not affect the No Claims Discount

**You** will not lose **your** entitlement to the no-claim discount if:

- we** have been able to recover in full any payments made by **us**;
- the only claim **you** have made is under Section 3 – Replacement locks

## General exceptions

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Unless **we** are required to do so by a relevant road traffic law, **we** will not pay for any accident, injury, loss, damage or liability:

### **Aircraft and aircraft sites**

while **your motorcycle** is in or on that part of an aerodrome, airport, airfield or military base provided for:

- a) Aircraft to take off and land or move on the surface; or
- b) Aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

### **Contractual liability**

arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

### **Criminal acts**

whilst **you** or any person entitled to ride is riding or in charge of **your motorcycle** while:

- a) carrying out a criminal offence for which **you** or such person is subsequently convicted;
- b) under the influence of drink or drugs;

In those circumstances, **we** reserve the right to recover from **you** or the driver, all sums paid (including all legal costs), whether in settlement or under a Judgment of any claim arising from the accident where **we** are required to make a payment under the road traffic acts.

### **Driving licence**

while **your motorcycle** is being ridden or is in the charge of any person who:

- a) does not hold a licence to ride **your motorcycle** for the use required including the correct entitlement or has had the licence or entitlement to drive **your motorcycle** revoked; or
- b) has held but is currently disqualified from holding or obtaining such a licence or entitlement; or
- c) does not fully comply with the conditions of their licence;
- d) does not a current, valid, Compulsory Basic Training (CBT) certificate when required to do so by law.

### **Earthquake**

caused by earthquake or earthquake shock.

### **Radioactive contamination**

Directly or indirectly caused by, or contributed to by, or arising from:

- a) Ionising radiations or radioactive contamination from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

<b>Racing</b>	occurring while <b>your motorcycle</b> is being used for pace making, rallying, competitions, speed tests or being ridden on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nurburgring Nordschleife.
<b>Riots</b>	caused by riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
<b>Territorial limits</b>	While outside of the <b>territorial limits</b> of this policy unless extended under the terms of Section 5 of this policy (apart from the minimum <b>cover</b> required by law).
<b>Terrorism and war</b>	<p>arising directly or indirectly out of:</p> <ul style="list-style-type: none"> <li>a) any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear;</li> <li>b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power;</li> </ul> <p>except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies.</p>
<b>Use</b>	<p>while <b>your motorcycle</b> is being:</p> <ul style="list-style-type: none"> <li>a) ridden other than in accordance with the provisions of the <b>certificate of motor insurance</b>;</li> <li>b) used other than in accordance with the provisions of the <b>certificate of motor insurance</b>;</li> <li>c) used other than for the purposes specified in the <b>schedule</b> except while in the custody of a motor trader for service or repair;</li> <li>d) ridden by anyone without <b>your</b> permission;</li> <li>e) ridden when it is not fit and safe to do so, including but not limited to: <ul style="list-style-type: none"> <li>i) while any load in or on <b>your motorcycle</b> is not being conveyed safely; or</li> <li>ii) <b>your motorcycle</b> is conveying a load in excess of that for which it was constructed; or</li> </ul> </li> </ul>

- f) carrying a number of passengers that is likely to affect the safe riding of **your motorcycle**;
- g) used for the principal purpose of the transportation of:
  - i) high explosives, such as nitro-glycerine, dynamite and/or any similar explosive;
  - ii) any flammable liquid in bulk;
  - iii) chemicals or gases in liquid, compressed and/or gaseous forms.

## General conditions

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### Accident and claims procedure

- 1) **You** must contact **us** using **our** 24 Hour Claims Helpline as soon as possible, about any accident, loss or damage regardless of **your** intention to make a claim under this insurance.

### The 24 hour Claims Helpline number is:

**0333 305 8120**

- 2) **If your** claim is due to theft, riot, attempted theft or vandalism **you** must also inform the Police and obtain a crime reference number;
- 3) **You** must report the accident to the Police and **us** within twenty four (24) hours at the latest if anyone is injured;
- 4) If possible, please note the registration number(s) of the vehicle(s) involved and if the vehicle is a lorry, please also obtain the cab number
- 5) Regarding claims for damage to **your motorcycle**:
  - a) **you** must tell **us** about any damage **you** are going to claim for;
  - b) repairs are normally undertaken by **our approved repairer**. If **you** choose not to use **our approved repairer**:
    - i) **you** must obtain a written estimate for repair from **your** repairer before instructing the repairer;
    - ii) **we** will authorise repairs by **your** repairer only if **we** consider the estimate for repairs reasonable;
    - iii) If **we** believe the estimate is unreasonable **we** may at **our** sole option, settle the claim for repairs to **your motorcycle** by paying the amount quoted by **our approved repairer** less the applicable **excess**.
- 6) If there are any circumstances that may give rise to a claim against **you** or **us** from someone else **you** must tell **us** as soon as reasonably possible and in no event less than three (3) days after the accident;
- 7) If **you** receive notice of a claim from someone else, **you** must:
  - a) **tell us** immediately;
  - b) send to **us**:
    - i) all correspondence **you** receive;
    - ii) every writ, summons and County Court Claim Form **you** receive.
- 8) **You** must tell **us** immediately if **you** are about to be prosecuted or have to go to an inquest and confirm the same to **us** in writing.
- 9) If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy, **you** must supply this documentation before **we** can proceed with the settlement
- 10) **We** shall have discretion in the conduct of any proceedings or in the settlement of any claim.
- 11) **You** must not admit liability for, or offer to settle, any claim without **our** permission.



- 12) **We** shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in the name of any person **covered** by this insurance.
- 13) No proceedings may be commenced against, or settlement accepted from, any other party without **our** written consent.
- 14) **You** must give **us** whatever co-operation, information and assistance **we** require in dealing with any claim under this policy

**Alterations**  
(see also 'duty of fair presentation')

- 1) **You** must tell **us** of any alterations or changes to **your motorcycle**, the **driver** details, **your** business, or any of the details that may affect the **cover** which occur during the **period of insurance** if **you** require them to be covered by this policy. See the 'Making a change to your policy' provision for a non-exhaustive list of these.
- 2) Without affecting the condition relating to cancellation **we** shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance; Without affecting the condition relating to cancellation **we** shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance.
- 3) Xpekt Ltd reserve the right to apply an administration charge of twenty five pounds (£25) for any adjustments **you** make to **your** policy

**Excess**

Sometimes more than one **excess** can apply in which case **we** add them together. Ask **your** insurance broker or adviser for more details of the total **excess** which may apply.

**Fraudulent claims**

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this policy, **we**:

- a) are not liable to pay the claim;
- b) may recover any part of the claim already paid from **you**; and
- c) may by notice to **you** treat this policy as having been terminated from the time of the first fraudulent act, and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this policy that was not implicated in the fraud.

**Total loss**

If, under Section 1 – Loss or Damage to Your Motorcycle, **we** decide to pay to **you** the pre-accident value of **your motorcycle** instead of repairing it or it is stolen and not recovered this policy will be terminated from the date of the payment of the claim and no return premium shall be payable.

**Valid MOT**

There must be a valid Department for Transport test certificate (MOT) in force for **your motorcycle** if one is needed by law. In the absence of a valid Department for Transport test certificate (MOT) when one is needed by law all **cover** under section 1 of this insurance is cancelled and of no effect.

**Motorcycle maintenance and safekeeping**

**You** must do all that **you** can to protect **your motorcycle** against loss or damage and maintain it in a roadworthy condition in accordance with relevant road traffic laws.

**Loss reduction**

If **you** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it and such compliance would tend to reduce:

- a) losses of a particular kind;
- b) loss at a particular location;
- c) losses of a particular time;

**we** will not pay for any claim unless **you** can show that non-compliance with the condition could not have increased the risk of the loss that actually occurred in the circumstances that occurred

**Other Insurance**

If there is other insurance which insures the same loss, damage or liability, **we** will not pay more than **our** share of the claim. This does not alter **our** right not to pay anything under Section 3 - Liability to other people where a person apart from **you** has their own insurance.

**Our rights**

- 1) If **we** have to settle a claim because of the law of any country in which this policy applies which **we** would not otherwise have paid, **we** reserve the right to recover the amount from **you** or the person who incurred the liability;
- 2) **You** must allow **us** to examine **your motorcycle** at any reasonable time.

**Sanctions**

**We** shall not provide **cover** nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such **cover**, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country