

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.

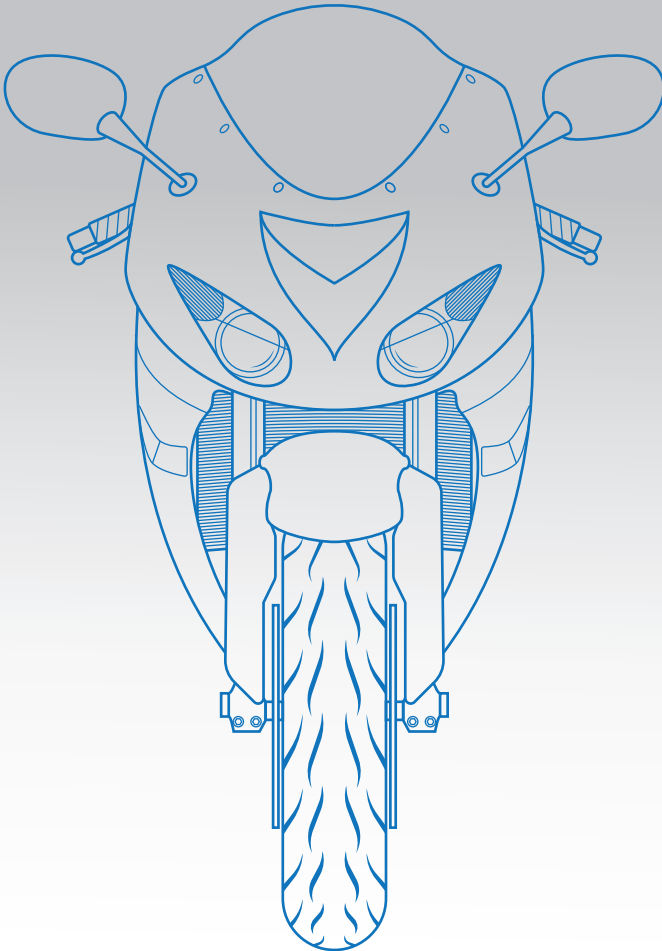
## Legal Cover

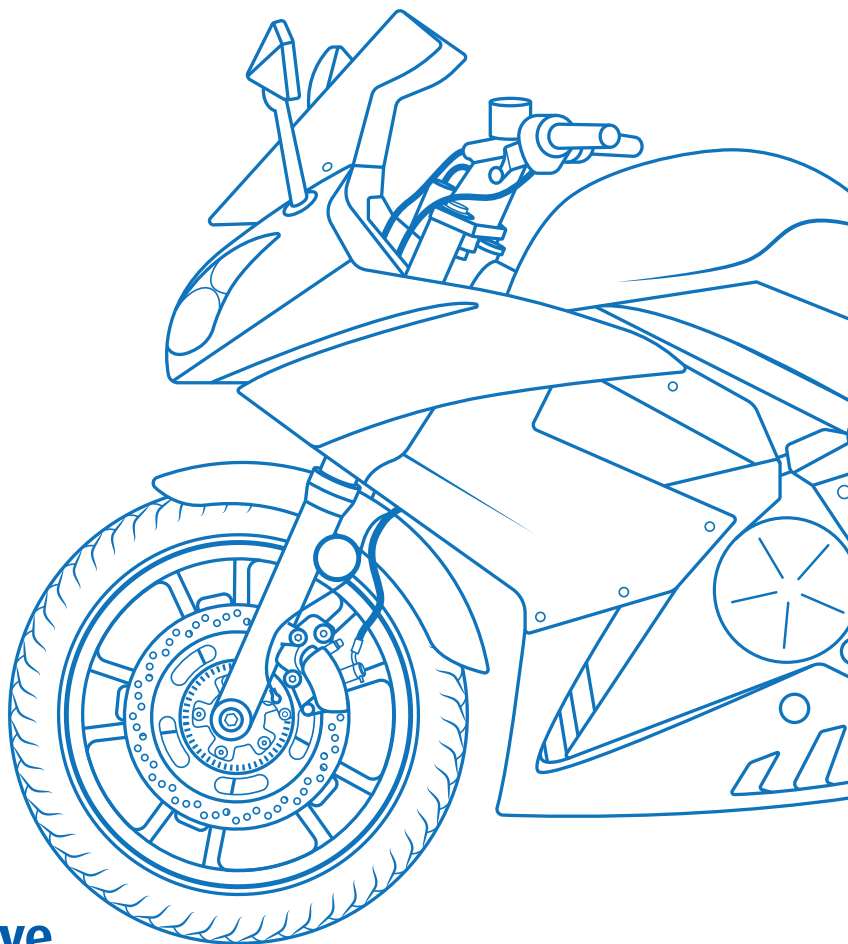
Your policy includes free legal cover up to £100,000 and access to a legal advice helpline. If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire motorcycle
- compensation for injury,  
and
- recovering of other losses, such as loss of earnings

# Motorcycle Insurance Policy

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





**If you have  
had an accident,  
call the 24 hour  
Claims Helpline:  
0344 873 8183**

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

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# Important Customer Information

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**Pages 3, 4 and 5 are for your guidance and do not form part of the insurance contract.**

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

So that you understand what you are covered for, please read this policy, the policy schedule (which may make reference to endorsements) and the certificate of motor insurance very carefully. You should pay special attention to the General Exceptions and General Conditions of this policy.

The words or phrases shown under the Definitions section of this policy document commencing on page 7 have the same meaning whenever they appear in this policy document or in the certificate of motor insurance, policy schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

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

## Notification of changes which may affect your insurance

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

Some examples are:

- A change of motorcycle, or you purchase another vehicle to which you want cover to apply.
- You wish a new rider/driver to be covered.
- You or any other rider/driver passes their driving test.
- Someone who rides the motorcycle gets
  - i) a motoring or other conviction or fixed penalty notice or other licence endorsement or
  - ii) suffers from a medical condition or
  - iii) has a claim on another policy or
  - iv) has any police enquiry or prosecution pending (note - if you have received a written notification or been stopped by the police a prosecution may be pending and must be disclosed).

- The motorcycle has been changed or you intend to make a change in any way from the manufacturer's standard specification, including changes to:
  - i) Paintwork or the introduction of decals or stickers
  - ii) Suspension or brakes
  - iii) Wheels or tyres
  - iv) The vehicle performance such as changes to the engine management system or exhaust system
  - v) Accessories such as panniers, top box etc.
- A change of occupation (full or part-time) by you or any other rider/driver.
- A change of postal address.
- A change of storage/garaging facilities at your postal address.
- A change in the use of the motorcycle.
- The motorcycle is involved in an accident no matter how trivial.
- A change of the main user of the motorcycle.
- If the motorcycle is likely to exceed the annual mileage declared at the commencement or renewal of the policy for which you may have received a premium discount.

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

## Having an MOT certificate

There must be a valid Department for Transport test certificate (MOT) in force for the motorcycle if one is needed by law. Failure to supply a current MOT certificate, if one is needed by law, when requested by us following a claim may reduce the value of the motorcycle or in some circumstances mean we are unable to deal with your claim.

## Continuous Insurance Enforcement

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

### Guidance notes

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

# What to do in the Event of an Accident

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

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

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

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

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

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

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

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

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

## Making contact following an incident

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

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

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

## Benefits of an immediate call

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

- **FREE** collection and re-delivery
- **FREE** motorcycle cleaning service
- Repairers' work guaranteed for three years.

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

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

# Introduction to Your Policy

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

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

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

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

You must read this policy document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

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

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

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

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

Signed for and on behalf of the Insurers by:



**Gary Humphreys**

Group Underwriting Director

Markerstudy Insurance Services Limited



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

## Accessories

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

## Approved repairer

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

## Certificate of motor insurance

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

## Endorsements

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

## Excess

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

## Geographical limits

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

## Insurance intermediary

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

## Motorcycle

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

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

## Market value

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

## Period of insurance

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

## Policy schedule

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

## **Proposal form**

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

## **Statement of fact or statement of insurance**

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

## **Terrorism**

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

## **Trailer**

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

## **Unattended**

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

## **We/Us/Our**

Markerstudy Insurance Services Limited for and on behalf of the insurance company as specified in the certificate of insurance.

## **Written down value**

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

## **You/Your**

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

# Insurance provided - guide to policy cover

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

## Comprehensive

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

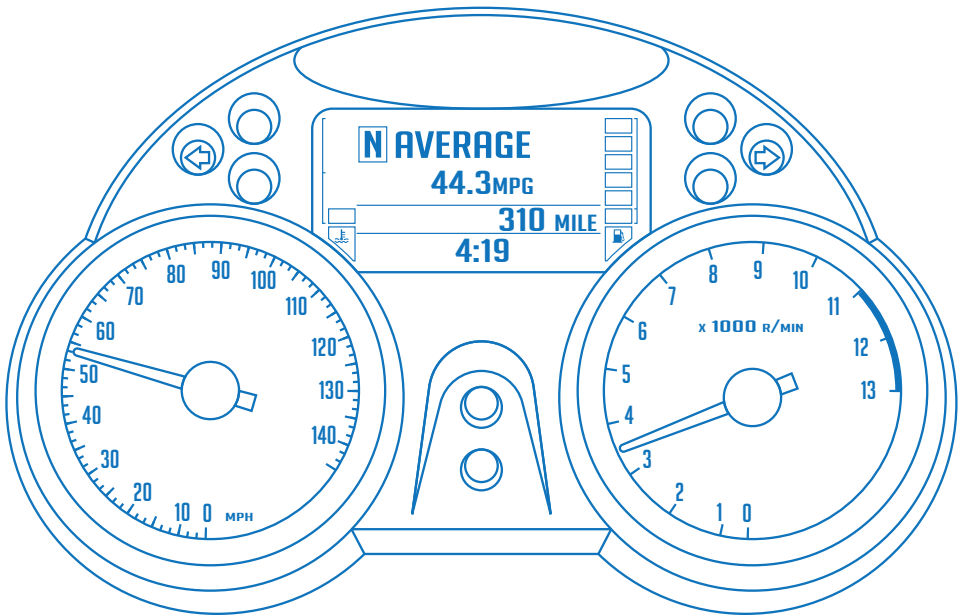
## Third Party Fire and Theft

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

## Third party only

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

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



# Section A - Loss of or damage to the insured motorcycle

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

## What is covered

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

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

### Under this section we may either:-

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

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

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

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

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

If the **motorcycle** is deemed to be beyond economical repair the lost or damaged **motorcycle** becomes **our** property once a claim is met under the policy.

**You** must send **us** the vehicle registration document and MOT certificate (if one is required by law) before **we** are able to meet the claim.

If the **motorcycle** is the subject of a Hire Purchase or lease Agreement **we** will pay up to the limit of liability defined elsewhere in this section. This payment will be made to the Hire Purchase or Lease Company as owner of the **motorcycle** whose receipt of payment shall be a discharge of any claim under this section. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.

## Accessories

**We** will cover **you** against loss or damage to **accessories** while fitted to the **motorcycle** caused accidentally or as a result of malicious damage or vandalism. Cover in respect of accessories is limited to £400 in respect of any one occurrence (after the deduction of any **excess** that applies). Loss or damage more specifically covered under Section B of this policy is excluded under this section of the policy.

## Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- **we** will not guarantee the work after **you** have signed a customer satisfaction note and the **motorcycle** has been returned to **you** by the repairer; and
- **we** will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances we may at our option settle the claim for repairs to the **motorcycle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

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

**We** may at **our** option use parts that have not been supplied by the original manufacturer or parts that have been recycled to repair the **motorcycle**. These parts will be subject to the **approved repairer's** guarantee.

# Section A - Loss of or damage to the insured motorcycle (continued)

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

## Excess

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

## Young Rider Excess

**You** will be responsible for paying the following amounts while the **motorcycle** is being ridden by or is in the charge of the category of rider listed below:

Age of rider or person last in charge of the motorcycle at the time of loss or damage	Amount of Excess
Aged 20 years and under	£300

The Young Rider **Excess** applicable at the time of loss or damage is determined by the age of the person riding/in charge of the **motorcycle** at the inception date or last renewal date of the policy, whichever is the later.

The amount shown above is in addition to any other **excesses** which are shown on the **policy schedule**.

## Protection and Recovery

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

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

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

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

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

## Guidance Notes – Flood Advice

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

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

## Guidance Notes – Finance or Lease Agreement

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

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

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

# Section B - Loss of or damage to the motorcycle by Fire or Theft

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

## What is covered

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

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

### Under this section we may either:

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

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

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

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

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

### If the **motorcycle**:

- is stolen and has not been recovered at the time of settlement; or

is deemed to be beyond economical repair, the lost or damaged **motorcycle** becomes **our** property once a claim is met under the policy.

**You** must send **us** the vehicle registration document and MOT certificate (if one is required by law) before we are able to meet the claim.

If the **motorcycle** is the subject of a Hire Purchase or lease Agreement we will pay up to the limit of liability defined elsewhere in this section. This payment will be made to the Hire Purchase or Lease Company as owner, whose receipt shall be a discharge of any claim under this section. If **you** owe less than the proceeds of **your** claim, we will pay **you** the difference.

## Accessories

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

## Repairs

Repairs are normally undertaken by **our approved repairer**.

If **you** choose to use an alternative repairer:

- we will not guarantee the work after **you** have signed a customer satisfaction note and the **motorcycle** has been returned to **you** by the repairer; and
- we will not pay more than the cost of repairs had the work been undertaken by **our approved repairer**. In these circumstances we may at **our** option settle the claim for repairs to the **motorcycle** by making a cash payment for the amount quoted by **our approved repairer** less the **excess** which applies to the claim.

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

We may at **our** option use parts that have not been supplied by the original manufacturer or parts that have been recycled to repair the **motorcycle**. These parts will be subject to the **approved repairer's** guarantee.

## Section B - Loss of or damage to the motorcycle by Fire or Theft (continued)

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SECTION B

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

### Excess

**You** will be responsible for paying the amount shown on the **policy schedule** in respect of any claim relating to loss of or damage to the **motorcycle** caused by fire (other than by vandalism or malicious intent), lightning, explosion, theft or attempted theft.

### Young Rider Excess

**You** will be responsible for paying the following amounts while the **motorcycle** is being ridden by or is in the charge of the category of rider listed below:

Age of rider or person last in charge of the motorcycle at the time of loss or damage	Amount of Excess
Aged 20 years and under	£300

The Young Rider **Excess** applicable at the time of loss or damage is determined by the age of the person riding/in charge of the **motorcycle** at the inception date or last renewal date of the policy, whichever is the later.

The amount shown above is in addition to any other **excesses** which are shown on the **policy schedule**.

### Protection and Recovery

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

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

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

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

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

### Guidance Notes - Preventing Crime

Don't give criminals an easy ride. Vehicle crime makes up 20% of all recorded crimes in the UK.

Most thefts can be prevented - and it's in your interest and ours to take some simple precautions. Most things are common sense.

Lock your motorcycle and remove your ignition key when leaving it for even a short time e.g. at a petrol station or cashpoint machine.

Vehicle thieves often steal the keys first especially if the vehicle has an immobiliser and break into houses just to access keys to steal it. Always keep keys secure even inside your home (do not leave keys where a burglar can easily find them such as on a shelf or hook).

Do not keep items such as the registration document, service book, MOT certificate or certificate of insurance with the motorcycle.

Use good-quality locks and security devices.

Park in a secure place if you can. If you have a garage, use it and lock it.

# Exceptions to Sections A & B

## What is not covered

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

- The amount of any **excess** shown in the **policy schedule** or in this policy document or both.
- Compensation for **you** not being able to use the **motorcycle**.
- Wear and tear, mechanical or electrical breakdown including failure of any equipment, integrated circuit, computer chip, computer software or computer related equipment and failure or breakages of any part due to application of brakes or road shocks.
- Depreciation or loss of value following repairs.
- Loss of or damage to the **motorcycle** arising from the **motorcycle** being taken by a person:
  - 1) who is not permitted to ride under the **certificate of motor insurance** or is excluded by **endorsement**; and
  - 2) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or **your** family or household.
- Loss suffered due to any person obtaining any property by fraud or deception, for example a purchaser's cheque not being honoured by their bank.
- Loss or damage to the **motorcycle** where possession of it is gained by deception on the part of someone pretending to be a buyer or someone pretending to act on behalf of a buyer.
- Loss or damage to the **motorcycle** as a result of:
  - 1) Lawful repossession
  - 2) return to its rightful owner
  - 3) Seizure by the police or their authorised representatives.
- Loss or damage caused by pressure waves from aircraft or any flying object.
- Loss of or damage to keys, lock or ignition activators, alarm or immobiliser activators.
- Repairs, re-programming or replacement of any component, including locks on the **motorcycle**, as a result of the loss of or damage to its keys, lock or ignition activators or alarm or immobiliser activators.
- Loss of or damage to the **motorcycle** arising from theft or attempted theft while you or any other person covered under this policy who is in charge of the **motorcycle** are not riding it when:
  - 1) the ignition keys have been left in or on the **motorcycle**; or
  - 2) the **motorcycle** is fitted with a steering lock and this has not been set and put in operation.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to helmets or clothing.
- Confiscation, requisition or destruction by or under the order of any Government or Public or Local Authority.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused by malicious fire damage unless **you** are covered by Section A of this policy as shown on **your policy schedule**.
- Loss or damage caused deliberately by **you** or by any person who is in charge of the **motorcycle** with **your** permission.
- Any amount **you** are contractually obliged to pay under any lease or finance agreement, **you** have entered into, over and above the cost of replacing the **insured vehicle**.



# Section C - Liability to other people

## What is covered

### Use of the motorcycle

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

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

### Third Party Property Damage Limit

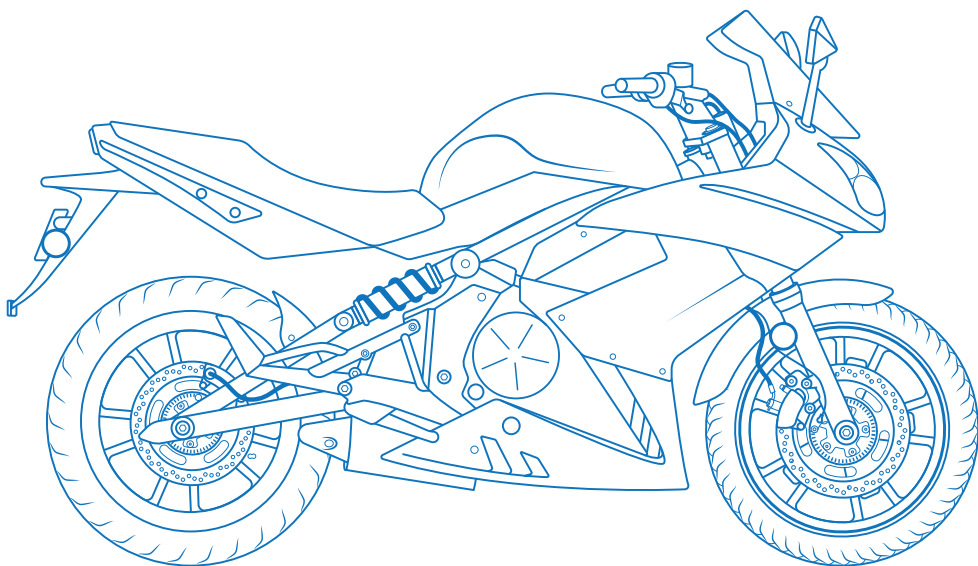
The most **we** will pay for property damage for any one claim, or series of claims arising out of any one event is £20,000,000. The most **we** will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is £5,000,000.

### Legal Costs

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

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

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



## Riding other Bikes

If it is stated on **your certificate of motor insurance** that **you** may ride any **motorcycle** which is not owned by **you** or hired to **you** under a rental, hire purchase or lease agreement then **we** will provide cover, under this section of the policy only, whilst **you** are riding that **motorcycle**.

This extension applies to the policyholder only. Cover does not apply in respect of any other rider/driver named under this policy.

Additionally, Riding Other Bikes cover will not apply if:

- **you** do not have the motorcycle owners permission to ride the motorcycle; or
- the motorcycle belongs to a member of **your** immediate family or anyone who is resident at the proposed address and is furnished or available to **you** for regular use; or
- this policy is issued in the name of a company or firm; or
- **your motorcycle** is sold, disposed of, declared a total loss or is stolen and not recovered; or
- the motorcycle **you** intend to ride is owned by or provided by an employer or business partner; or
- **you** ride the motorcycle outside of the **geographical limits** of this policy; or
- the motorcycle does not have valid cover in force under another insurance policy; or
- the motorcycle is not registered within the **geographical limits** of the policy; or
- the motorcycle **you** intend to ride has been seized or confiscated by or on behalf of, any government or public authority; or
- the vehicle **you** intend to ride is not a mechanically propelled two wheeled vehicle, with or without a sidecar attached, with an unladen weight of less than 410 kilograms.
- the motorcycle is being used in respect of your business or profession.
- **you** are under 25 years of age
- **you** have held a full motorcycle license for less than 12 months
- **your motorcycle** has a cubic capacity of less than 350cc

## Emergency Medical Treatment

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

# Exceptions to Section C

## What is not covered

We shall not be liable:

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

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

## Guidance Notes – Riding Other Bikes

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

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

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

Riding Other Bikes cover does not allow you to secure the release of a motorcycle, other than the motorcycle identified on the certificate of motor insurance by its registration mark, which has been seized by, or on behalf of, any government or public authority.

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

## Section D - Foreign Use

### What is covered

#### Legal minimum insurance

While the **motorcycle** is in

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

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

#### Full policy cover

In addition to the legal minimum cover shown above, this policy is extended to provide the cover (as shown in **your policy schedule**) to any member country of the EU and also Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia and Switzerland provided that:

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

A Green Card is not required for the countries listed above.

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

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

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

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

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

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

## Section D - Foreign Use (continued)

### Guidance Notes – Going Abroad

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

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

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

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

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

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

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

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

Important: Riding Other Bikes cover does not apply abroad.

# Section E - No Claim Discount

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

NUMBER OF CURRENT YEARS NCD	NO CLAIMS DISCOUNT AT NEXT RENEWAL DATE		
	No claim within policy period	1 claim within policy period	2 claims within policy period
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6	7	4	0
7	8	4	0
8	9	4	0
9	9	4	0

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

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

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

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

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

### Guidance Notes – No Claim Discount

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

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

## Section F - Protected No Claim Discount

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SECTION F

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

**You** must have proved that **you** have an entitlement to at least four years' No Claim Discount.

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

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

## THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

### What is not covered

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

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

- a) used for a purpose which is not permitted or is excluded by the **certificate of motor insurance**; or
- b) used on the Nurburgring Nordschleife or any race track, racing circuit or prepared course or used for motocross, motorbike trials or scrambling activities unless **you** have told **us** about this and **we** have agreed to provide cover; or
- c) ridden by or was last in the charge of anyone not permitted to ride/drive by **your certificate of motor insurance** or temporary covering note, or who is excluded by endorsement; or
- d) ridden by or was last in the charge of anyone including **you** who is disqualified from riding/driving or has never held a licence to drive a vehicle or is prevented by law from having a licence; or
- e) ridden by or is in the charge of any person who does not meet the terms and conditions of their driving licence or provisional driving licence or has not completed Compulsory Basic Training (CBT) where required; or
- f) used in an unsafe condition or while carrying an insecure load or while carrying a number of passengers that is likely to affect the safe driving of the **motorcycle**; or
- g) ridden by **you** or any person insured to ride/drive, should it be proved to **our** satisfaction that the rider/driver was under the influence of alcohol or drugs at the time of such loss or damage occurring. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence that the rider/driver at the time of the loss or damage was under the influence of alcohol or drugs.

- h) Ridden/driven by any person who fails to take medication as prescribed or carry out prescribed treatment or report for a medical examination recommended by a doctor where this inaction contributes to an accident.

General Exception 1 will not apply

- if the **motorcycle** has been stolen or taken away without **your** permission, or
- if the **motorcycle** is in custody of a garage for repair or servicing.

#### 2. Overseas use

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

#### 3. Legal proceedings

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

#### 4. Contractual liability

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

#### 5. Radioactivity

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

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



# General Exceptions (continued)

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## 6. War

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

## 7. Earthquake, riot and civil commotion

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

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

## 8. Use on airfields

We will not cover any liability in respect of:

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

## 9. Pollution

We will not pay for any liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which **we** have agreed to provide cover under this policy.

## 10. Terrorism

We will not cover any liability, loss or damage caused by acts of **terrorism** apart from the minimum level of cover **we** must provide by law.

## THESE GENERAL CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

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

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

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

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** via your **insurance intermediary** immediately of any change to that information. Some examples are any changes to the **motorcycle** which improve its value, attractiveness to thieves, performance or handling, any change of **motorcycle**, change of occupation (including part-time), change of address (including where the **motorcycle** is kept), change of riders/drivers, if you or any riders/drivers sustain a motoring or non-motoring conviction or licence endorsement or fixed penalty endorsement or if there is a change of main user.

If **your** premium has been calculated on a limited annual mileage basis **we** will seek evidence at the time of a claim to prove that **your** estimated annual mileage has not been exceeded. If **you** fail to supply appropriate evidence or evidence is provided by **you** which shows that the estimated annual mileage has been exceeded **you** will be required to pay an additional premium based on the limited annual mileage discount received.

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

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

### 2. Looking after your motorcycle

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

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

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

### 3. Having an MOT certificate

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

### 4. Accidents or losses

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

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

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

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

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

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

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

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

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

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

## 5. Claims procedures

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

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

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

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

## 6. Cancellation

### Cancelling the policy within the reflection period

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

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

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **you** will receive a full refund from **us**, less a pro rata charge for the period of cover provided. An administration charge of £40 plus Insurance Premium Tax (IPT) where appropriate will also apply.

### Cancelling the policy after the reflection period

#### Cancellation by You

**You** or **your Insurance Intermediary** can cancel this policy either from the date **we** are notified, in writing, or a later date as requested by **you**. Providing there have been no claims in the current **period of insurance** **we** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependant on the number of days left to run under the policy less a cancellation fee of £40 plus Insurance Premium Tax if applicable to take into account **our** costs in providing **your** policy.

## Cancellation by Us

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

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

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

**We** will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependant on the number of days left to run under the policy less a cancellation fee of no more than £40 plus Insurance Premium Tax if applicable to take into account **our** costs in providing **your** policy. The pro rata refund of premium (less the cancellation fee) is only available as long as:

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

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

## Non-payment of premium

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

### 7. Total Losses and stolen vehicles

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

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

### 8. Right of Recovery

- If under the laws of any country in which this insurance applies, **we** have to make payments which but for that law would not be covered by this policy, **you** must repay the amounts to **us**.
- **You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau.

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

### Guidance Notes – Policy Cancellation

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

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

# Our Service Commitment

## What to do if you have a complaint

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

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

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

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

When contacting Markerstudy Insurance Services Limited please provide:

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

**We** will make every effort to resolve **your** complaint by the end of the third working day after receipt. If **we** cannot resolve **your** complaint within this time frame **we** will acknowledge **your** complaint within five working days of receipt and do **our** best to resolve the problem within four weeks by sending **you** a final response letter. If **we** are unable to do so, **we** will write to advise **you** of progress and will endeavour to resolve **your** complaint in full within the following four weeks. If **we** are still unable to provide **you** with a final response at this stage, **we** will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

## What you should know

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

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

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

## Customer Feedback

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

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

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

## Telephone Recording

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

## Our Service Commitment (continued)

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### Financial Services Compensation Scheme

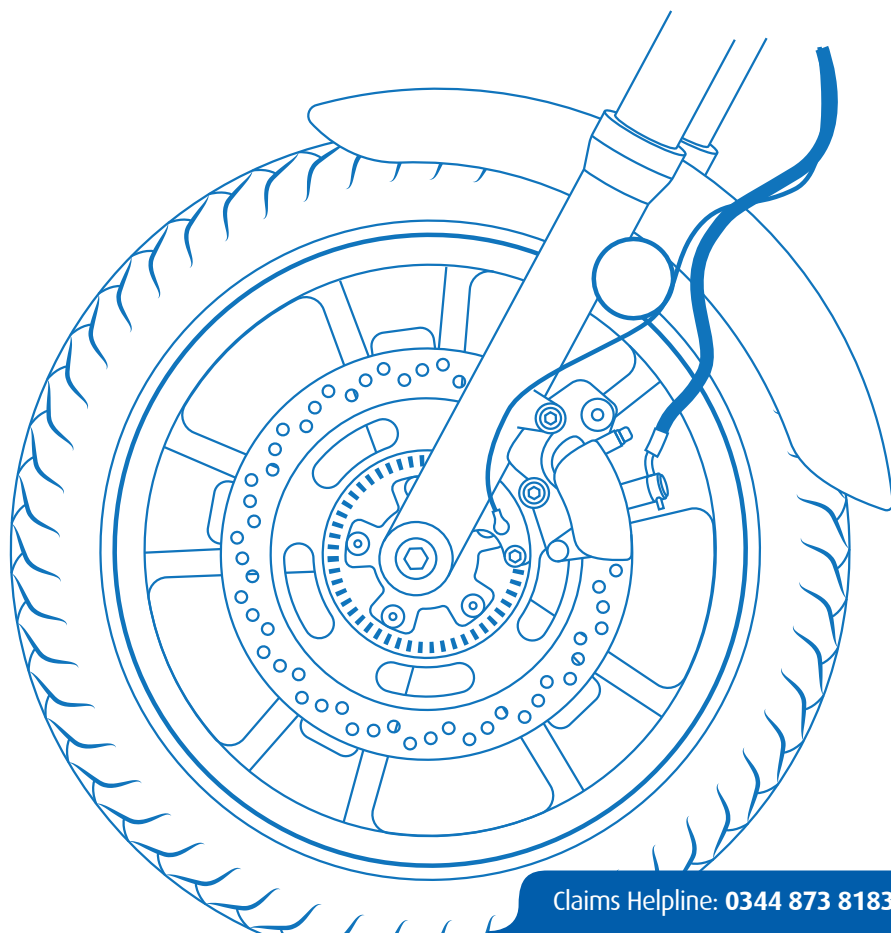
Markerstudy Insurance Services Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

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

PO Box 300  
Mitcheldean  
GL17 1DY

### Your insurance intermediary

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



Claims Helpline: **0344 873 8183**

# How We Use Your Information

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

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

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

## How we may collect your information

We may collect details about you from:

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

## What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

## How we may share your information

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

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

## How we may use your information

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

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

### Driving Licence checks

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

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

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

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

### Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.



# How We Use Your Information (continued)

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If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

## Motor Insurance Database

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

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

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

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

## Fraud Prevention and Detection

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

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

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

## Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

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

## Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

## Transfers

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

## Your Rights as a Data Subject

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

## Data Protection Officer

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

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

# Numbers to Call

## Had an Accident?

**We're here to get you back on the road.**

**The procedure outlined below must be followed for all accidents, regardless of who is responsible.**

Even if you do not intend to make a claim for the damage to your vehicle you must still report the accident.

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

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

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

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

- **FREE** collection and re-delivery.
- **FREE** vehicle cleaning service.
- Repairs' work guaranteed for three years.

## Does the accident involve a third party?

Pass your details along with your policy number to the third party.

If you are calling from the roadside an adviser may ask to speak to the third party, or ask you to request them to make contact on **0344 873 8183 within 1 hour.**

They may be entitled to a number of **services free of charge** (dependent on blame).





# Motorcycle Insurance Policy

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

**All correspondence should be addressed to:**

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