



MOTORCYCLE INSURANCE POLICY

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Introduction to Your Policy

Welcome to this Xpekt Motorcycle insurance policy issued and administered by Xpekt Ltd under authority granted by certain Insurers who are Authorised and Regulated by the Financial Conduct Authority. Details of the Insurers are available on request.


This policy booklet and accompanying documents are evidence of a legally binding contract of insurance between you (the Insured) and us (Xpekt Limited under authority granted by certain Insurers). The contract is based on the information you provided on your signed proposal form, or statement of fact or statement of insurance and any other 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, 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 agreed to insure you against liability, loss or damage that may occur within the territorial limits of the policy, during any period of insurance for which you have paid, or agreed to pay the premium. 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.

Nobody other than you (the Insured) and us (Xpekt Limited under authority granted by certain Insurers) 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.



Colin Hart
Managing Director
Xpekt Limited
Authorised Signatory on behalf of the Insurers,

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.

Definitions

The following words or phrases, which appear below in alphabetical order, have the same meaning wherever they appear throughout this policy booklet. Please refer to this section where such phrases appear.

Accessories &/Or Modifications – Non-Standard parts or products that have been specifically designed to be fitted to your vehicle. Any accessories or modifications must be declared to and agreed by your broker to ensure valid cover is in force.

Agreed Value – A fixed amount that we agree to cover your vehicle for in the event of a total loss, less any applicable policy excess, subject to receipt and approval of satisfactory photographs and any other supporting evidence we request. (We will only provide cover on a market value basis until such time as we have received supporting evidence and accepted the proposed agreed value). If we have agreed to provide cover on an agreed value basis this will be shown on the policy schedule.

Broker – An approved representative authorised by us to sell and administer insurance products on our behalf.

Certificate of Insurance – A legal document providing physical evidence that a valid contract of insurance is in place for the noted vehicle. This document also confirms the names of those covered to ride the insured vehicle, the period for which the insurance is valid and the use for which your vehicle is insured.

Compulsory Excess – The amount which must be paid by you towards any claim made under this insurance for accidental damage, fire, theft or vandalism.

Endorsements – Statements detailed on your policy schedule which change, extend or replace the terms of this insurance policy.

Garage – A permanent four-sided structure which is your private property, comprising of three sides constructed of either brick, steel, stone or concrete, a roof and secure, lockable points of entry. (Communal parking facilities are not acceptable).

Market Value – The cost of replacing the insured vehicle with a replacement machine of the same or similar make, model, engine size, age, mileage and general condition at the time the loss occurred. This amount is limited to the declared vehicle value as shown on the policy schedule, less any applicable excesses.

Minimum Cover – The minimum level of cover required to satisfy the current Road Traffic Act or equivalent piece of legislation, in respect of liability for the death of, or injury to, a third part or damage to their property.

Period of Insurance – The specified period of time shown on your policy schedule during which this insurance policy is effective and for which you have paid, or have agreed to pay the policy premium.

Policy Schedule – A document stating the details of you, the insured vehicle, the level of cover in force and any endorsements applying to this insurance policy.

Definitions (continued)

Pro Rata – A proportional calculation.

Road Traffic Act – The law which governs the use of any motor vehicle within the United Kingdom.

Territorial Limits – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

Voluntary Excess – An amount in addition to the Compulsory Excess which you have agreed to pay in the event of a claim being made against your policy.

Vehicle – Any vehicle noted under your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance.

We/Us – Xpekt Limited under authority granted on behalf of certain Insurers who are authorised & regulated by the Financial Conduct Authority. Details of the Insurers are available upon request.

You/Your – The 'policy holder' or 'insured' as named on the Certificate of Insurance and Policy Schedule.

Important Customer Information

What to do if you have an accident

Call 0333 305 8120

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 vehicle if applicable.

ACCIDENT ABROAD? CALL 0044 1702 455380

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 to us 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 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 guaranteed for three years (When using one of our approved repairers).

We will deal with your claim and claims made against you, as quickly and as fairly as possible. Please read the Claims Conditions under Section 1 and the General Conditions in this policy booklet.

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

Important Customer Information (Continued)

General Advice

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 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 without seeking our advice;
- If requested to by us fill in and send to us a Motor Accident Report Form. These forms can be obtained by contacting our 24-Hour Claims Helpline.

Repairing your vehicle

If your vehicle is damaged and the damage is covered by your policy, you should Use our nation-wide network of approved repairers. Each approved repairer will:

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

If you must pay an excess and/or VAT

If you must 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.

Somebody claims against you

Send all letter and other correspondence to us as quickly as possible so that we can deal with them for you. Always quote your claim or policy number when sending us correspondence and remember, do not admit responsibility for the incident or make any offer of payment without first seeking our advice.

Police Prosecutions

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.

Important Customer Information (Continued)

If your vehicle is stolen:

Tell the Police:

Please notify the Police as soon as you discover the loss and make a note of the crime reference and station concerned.

The Waiting Period:

There will be a period of time during which the Police will try to find your vehicle. We will commence claims investigations immediately but if the vehicle is not recovered within a reasonable period, or the vehicle is recovered damaged, we will consider settlement of your claim on the basis described in Section 1 – Loss or Damage to your vehicle.

Making a change to your policy

Notification of changes which may affect your insurance.

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

Some examples are:

- A change of vehicle, or an additional vehicle you would like to cover under your existing insurance policy;
- The sale or disposal of the insured vehicle;
- A change to or addition of any permitted driver to be covered under this insurance policy;
- Any change to the required use of the insured vehicle;
- Any change to the storage location and/or storage method of the insured vehicle;
- Any change to or modification of the insured vehicle from its standard manufacturers specification;
- Any change in the personal circumstances of you or any permitted driver, such as a change in occupation, address, or driving licence restrictions or entitlements;
- You or any permitted rider receiving a motoring conviction, or notice of a pending prosecution;
- If the declared annual policy mileage is likely to be exceeded;
- The vehicle is involved in an accident, no matter how trivial.

It is important to note that the above list is not exhaustive. If you are in any doubt as to if a change requires notification to your insurer, you should advise your insurance broker or adviser for your own protection.

Some changes may mean we need to alter your premium, or your risk no longer being acceptable to us. Your insurance broker or adviser will tell you if this happens.

Failure to notify us of changes may result in us refusing to pay any claim and in your insurance becoming invalid.

Several Liabilities Notice

The obligations of the Insurer and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

This policy is arranged through Xpekt Ltd.

Xpekt Ltd, company number 07857938 registered in England and Wales. Registered address: Swift House, Ground Floor, 18 Hoffmans Way, Chelmsford, Essex. CM1 1GU.

Cooling-off Period

If this insurance does not meet your requirements, you have a 14-day period from the date you received the documentation during which you may cancel the policy. We will make a pro-rata premium charge for the number of days you have been on cover. This charge will be subject to an additional policy set up fee of £25 plus Insurance Premium Tax (IPT).

The full annual premium will be charged should your vehicle become the subject of a claim during the Cooling-off Period.

Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover that is shown on your policy schedule.

Policy Section	Level of Cover		
	Comprehensive	Third Party Fire & Theft	Third Party Only
Section 1 – Loss or Damage to your Motorcycle:			
1.1. Accidental Damage	Yes	No	No
1.2. Malicious Damage/Vandalism	Yes	No	No
1.3. Fire, Lightning or Explosion	Yes	Yes	No
1.4. Theft or Attempted Theft	Yes	Yes	No
Section 2 – Liability to Others	Yes	Yes	Yes
Section 3 – Replacement Locks and Keys	Yes	No	No
Section 4 – Legal Costs	Yes	Yes	Yes
Section 5 – Territorial Limits and Foreign Use	Yes	Yes	Yes
Section 6 – No Claims Bonus	Yes	Yes	Yes

The **General Exceptions** and **General Conditions** sections of this Xpekt Motorcycle Insurance Policy apply to all policies, regardless of the level of cover.

Please refer to your policy schedule for details of your policy excess and any endorsements which apply to your policy.

If you need to make a claim, please refer to the '**Making a Claim**' section of this policy booklet, found on **Page 31**.

In the event of the cancellation of this insurance following any claim against your policy under either **Section 1** or **Section 2** the full annual policy premium will be due and no refund of premium will be allowed.

Section 1 - Loss or damage to your vehicle

What you are covered for

We will pay for loss of or damage to the insured vehicle caused by an event listed under points 1.1, 1.2, 1.3 or 1.4 shown below, on the condition that the **Summary of Cover** table on **page 11** shows that such an event is covered.

Please refer to your Policy Schedule for confirmation of the level of cover applied to your policy. The **Summary of Cover** table on **page 11** will show which events are covered dependent on the level of cover shown on the Policy Schedule.

- 1.1 Accidental Damage
- 1.2 Malicious Damage/Vandalism
- 1.3 Fire, Lightning or Explosion
- 1.4 Theft or Attempted Theft

In the event of loss of or damage to the insured vehicle occurring as the direct result of an event noted above and provided that your policy covers such an event, we will pay the cost of either repairing the damage to the vehicle or make a total loss settlement, less any applicable excesses, on the condition that the following applies:

- Your policy covers the specific event.
- You have adhered to the **General Conditions** section of this policy booklet.
- You have adhered to any Endorsements detailed on your Policy Schedule.

In the event that we choose to repair the insured vehicle, we reserve the right to use parts that are not made or supplied by the manufacturer, but that are of a similar type and quality to the parts being replaced.

Should a suitable replacement part no longer be available for your vehicle, we will pay you a monetary amount equal to the last listed UK retail price of the part in question.

If your vehicle has been fitted with aftermarket parts and it has been agreed prior to inception of your policy that we will accept the disclosed Accessories &/Or Modifications, we reserve the right to repair your vehicle to its standard specification should we choose to do so.

In the event that the insured vehicle is deemed to be a total loss we will offer you a monetary amount as settlement. Once a total loss offer has been accepted the insured vehicle will become our property. Before any payment is made you will be required to surrender your current Certificate of Insurance along with any requested vehicle documentation and keys. Upon total loss settlement of your claim, your insurance contract will cease.

In the event of the cancellation of this insurance following any claim against your policy under either **Section 1** or **Section 2** the full annual policy premium will be due and no refund of premium will be allowed.

Section 1 – Loss or damage to your vehicle (Continued)

What we will pay

Following a total loss claim we will pay you the Market Value of replacing the insured vehicle with a replacement machine of the same or similar make, model, engine size, age, mileage and general condition at the time the loss occurred. This amount is limited to the declared vehicle value as shown on the Policy Schedule, less any applicable excesses.

If your policy has been issued on an Agreed Value basis, an agreed fixed amount will be paid to you, less any applicable policy excess. Should Agreed Value apply this will be shown as an Endorsement on your Policy Schedule.

If the insured vehicle is subject to a hire purchase or lease agreement, any total loss payments made will be made to the finance or lease company in the first instance. If after the payment of this amount a balance remains outstanding to the finance or leasing company, you will be responsible for this amount. Should any total loss settlement offer exceed the amount owed to the finance or leasing company, the remaining funds, after settlement of the finance or leasing account, will be paid to you.

Should the current regulations allow and at our discretion, you may have the option of retaining the vehicle salvage following a total loss claim, subject to a further deduction from the settlement amount we offer you, in addition to any applicable excesses.

New for old replacement

In the event that the insured vehicle is deemed to be a total loss following an incident covered under Section 1 of your policy we will, with your agreement, replace your motorcycle with another of a similar make, model and specification provided that all of the following applies;

- The insured vehicle is less than 6 months old from first registration.
- You are the first registered owner of the insured vehicle from new.
- We have permission from any party that has a financial interest in the insured vehicle.
- The insured vehicle is not subject to a lease or contract hire, or any other similar agreement.

Compulsory and Voluntary Excesses

Any claim made under **Section 1** of your policy will be subject to a Compulsory Excess, the amount of which will be shown on your policy schedule. If no amount is stated, you will be required to pay the first £250 towards any claim.

If you opted to pay a voluntary excess, this amount will be shown on your Policy Schedule and will be payable in addition to the Compulsory Excess.

Section 1 – Loss or damage to your vehicle (Continued)

What is not covered under Section 1

We will not pay:

- Any excesses which apply to your insurance policy;
- More than the Market Value of the insured vehicle or the value declared on your Policy Schedule if the market value is greater at the time of the loss or damage, if the insured vehicle is insured on a Market Value basis.
- More than the value declared on your Policy Schedule if the insured vehicle is insured on an Agreed Value Basis.
- The cost of any repair or replacements which would improve the insured vehicle beyond its condition prior to the loss or damage occurring;
- Costs resulting from the failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Costs relating to general wear and tear and depreciation in the value of the insured vehicle;
- For the repair or replacement of the tyres of the insured vehicle caused by braking, punctures, cuts and bursts unless this is caused as a direct result of an accident covered under this insurance policy;
- For damage caused to the insured vehicle as a result of misfuelling, or for the theft of fuel;
- For damage caused to the insured vehicle resulting from its legal removal, impounding or destruction by order of any government or public authority;
- For damage to any trailer or side car attached to your motorcycle;
- For personal belongings, e.g. protective clothing, mobile phones, luggage;
- More than £100 in total for any accessories fitted to the insured vehicle and previously notified to and accepted by us;
- For the loss of, or damage to the insured vehicle which has been deliberately caused by you or any other person insured under this policy;
- For the loss of, or damage to the insured vehicle if it is used, taken or ridden without your permission by a civil partner, spouse, partner, or member of the family or household of you or any other permitted rider;
- For the loss of, or damage to the insured vehicle resulting from its theft or attempted theft, where the incident has not been reported to the police and a crime reference number obtained;
- For the loss of, or damage to the insured vehicle resulting from fraud, deception or trickery e.g. someone claiming to be a buyer, a buying or selling agent, or by you accepting a form of payment which cannot then be authorised by a bank or building society;
- For the loss of, or damage to the insured vehicle where any factory fitted security devices have not been applied e.g. a steering lock, alarm or immobiliser;
- For the loss of, or damage to the insured vehicle where the keys have not been removed from the vehicle or have been left in the vicinity of the insured vehicle;

Section 1 – Loss or damage to your vehicle (Continued)

What is not covered under Section 1 (Continued)

We will not pay:

- For additional damage caused to the insured vehicle by riding, or attempting to ride it when already damaged or not in a roadworthy condition;
- The cost of replacing or repairing non-standard parts, paintwork, finishes or engravings on the insured vehicle, where the cost exceeds that of the standard part or finish;
- For damage to your motorcycle caused by faulty workmanship;
- For the loss of, or damage to any type of audio or satellite navigation equipment;
- Compensation for any costs incurred as a result of not being able to use the insured vehicle following its loss or damage;

Section 2 - Liability to other people

What you are covered for

The Insured Vehicle

Following an accident in which any of the circumstances below apply:

- You are in charge of, riding or using the insured vehicle;
- Any individual with your permission and named as an insured rider as shown on the current Certificate of Insurance is riding, using or in charge of the insured vehicle;
- Whilst any passenger, if permitted under your policy, is travelling on or getting off of, or onto the insured vehicle;
- Whilst a properly secured side car is attached to the insured vehicle.

We will insure you against any amounts that you are legally liable to pay, including legal costs and damages, in the event of:

- Injury or death to other people.
- Damage to third party property.

The maximum amount payable under section 2 is £20,000,000 in respect of property damage for any single claim, or a number of claims arising from a single incident.

Riding Other Motorcycles

Where it is specified on the current Certificate of Insurance that the riding of other motorcycles extension has been granted, we will insure you against events as detailed in the above section **The Insured Vehicle**, whilst you are riding any other motorcycle, on the provision that the following applies:

- You have the permission of the owner;
- The vehicle is not owned by, registered to, hired, leased or rented to you;
- The motorcycle is being driven within the territorial limits of this policy;
- The motorcycle is covered by another insurance policy under which you are not named;
- The Vehicle Excise Duty (Road Tax) for the motorcycle has been paid and is current;
- The use of the motorcycle is not outside of that as described on your current Certificate of Insurance;
- Your vehicle is not the subject of a claim for which we have agreed a payment for total loss, as described under Section 1 – **Loss or Damage to Your Vehicle**.

In the event of the cancellation of this insurance following any claim against your policy under either **Section 1** or **Section 2** the full annual policy premium will be due and no refund of premium will be allowed.

Section 2 - Liability to other people (continued)

What is not covered under Section 2

We will not Provide cover for:

- Death of or bodily injury to any person in charge of, using or riding the insured vehicle.
- Any legal liability of you or any other person insured under this policy if there is any other insurance policy in force covering the same liability.
- Loss of or damage to the insured vehicle or any other motorcycle that is under your care, custody or control.
- Loss of or damage to the property of, or in the care, custody or control of you or any other person insured under this policy.
- Loss of or damage to any trailer or side car towed by or attached to the insured vehicle.
- Property damage exceeding £20,000,000 for any single claim, or a number of claims arising from a single incident.

Section 3 – Replacement locks

What you are covered for

In the event that the keys to the insured vehicle are lost or stolen, we will contribute towards the cost of replacing:

- The ignition and/or steering lock and associated key(s).
- The lock transmitter and alarm/immobiliser interface.

Cover under section 3 is limited to a maximum amount of £250 relating to any single incident. Claims made under Section 3 will not prejudice your no claims bonus.

Cover under section 3 will only be provided if we are satisfied, based on the information provided by you, that any person in possession of the lost or stolen keys has knowledge of the location of the insured vehicle.

Your compulsory excess is not applicable to any claims accepted under section 3 of your policy.

What is not covered under Section 3

We will not Provide cover for:

- Any costs exceeding £250 for any single claim made under Section 3.
- Any Appeal Court costs.

Section 4 - Legal costs

What you are covered for

Legal Costs and Expenses

In the event that an incident occurs which is covered by this policy and subject to prior written agreement from us, we will pay:

- Legal fees at a coroner's inquest, fatal accident inquiry or UK magistrates court;
- The cost of legal services to defend against prosecution for manslaughter or for causing death by dangerous or careless driving for any person noted as being insured on the current Certificate of Insurance.

The maximum amount payable under section 2 is £5,000,000 in respect of legal costs and/or expenses associated with any single claim, or a number of claims arising from a single incident.

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.

What is not covered under Section 4

We will not Provide cover for:

- Any legal representation if you are pleading guilty or if you want to defend any charge against the advice of the lawyer appointed;
- Any Appeal Court costs;
- Any legal representation which you arrange.
- Legal costs and/or expenses exceeding £5,000,000 for any single claim, or a number of claims arising from a single incident.

Section 5 - Territorial limits and Foreign Use

Territorial Limits

The cover provided by this insurance policy applies in full whilst the insured vehicle is in England, Northern Ireland, Scotland, Wales, The Channel Islands or the Isle of Man, or is being transported between those places by a normal air, sea or rail route.

Foreign Use

We will provide you with the minimum insurance cover provided by law in:

- Any country which is a member of the European Union;
- 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.

Extended Cover

The minimum cover provided, as noted above under the heading **Foreign Use** will be extended to the same level of cover shown on your Policy Schedule provided that all of the following applies:

- You provide us with 14 days prior notice of your intention to use your motorcycle abroad and pay any additional premium that may be due;
- The trip is for Social, Domestic and Pleasure purposes only;
- You remain a permanent resident within the territorial limits;
- Any individual trip does not exceed 30 days.
- The culmination of trips outside of the territorial limits does not exceed 90 days in any one policy term.
- The insured vehicle is taxed and registered within the territorial limits.

Vehicle Transportation

Cover will also apply at the minimum level required when your motorcycle is being transported between any countries applicable under the **Foreign Use** section above, by any rail or any recognised sea route by ferry, including loading and unloading, providing that the transportation time does not exceed 65 hours under normal conditions. This cover may be extended to that shown on the Policy Schedule provided that the terms above, under **Extended Cover**, are also met.

Travel Outside of the European Union

If you require cover in countries outside of the European Union, you will need to advise us before you travel. Should we be able to extend cover and upon agreement of any applicable charges and/or terms, an International Motor Insurance Card (Green Card) will be issued specifying the countries and cover that we have agreed to offer.

Section 6 - No Claim Bonus

Conditions relating to No Claim Bonus

If no claim is made against this policy during the period of insurance, a discount may be applied to your renewal premium and the number of years No Claims Bonus earned will be increased by one year.

No claims bonus is applicable to you only and is not transferable to any other person.

Where this policy covers multiple vehicles, only one single no claims bonus will apply to the policy as a whole.

Effects of making a claim

If a claim is made against your policy during a period of insurance, we will reduce your No Claims Bonus entitlement as per the applicable scale below:

If your No Claim Bonus is NOT protected:

NCB level before a claim	NCB level at next renewal following:		
	1 Claim	2 Claims	3 Claims or above
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

If your No Claim Bonus IS protected:

Provided that you opted and paid for this option prior to the inception of the current policy term and that your Policy Schedule has been endorsed accordingly, your No Claim Bonus is protected unless two or more claims are made within five continuous periods of insurance. If more than two claims are made within this period, No Claims Bonus will be reduced as per the applicable scale below:

Current NCB Level	NCB level at the next renewal following:	
	3 claims in the last 5 years	4 claims or more in the last 5 years
3	1	0
4	2	0
5+	3	0

We reserve the right to withdraw any additional No Claims Discount given to you following late notification of a claim against a previous policy period following renewal.

General Exceptions

What is not covered

Use and Riders

This Insurance Policy does not cover and accident, injury, loss, damage or liability when any vehicle covered by this insurance is:

- Being used for any purpose not specified or permitted on your Certificate of Insurance;
- Involved in any race, rally, competition, trial or similar motoring event;
- On any race, rally, test circuit or on any off-road course or ground;
- In an unsafe or un-roadworthy condition or, where it is legally required, does not have a current, valid M.O.T certificate;
- In the charge or control of any person who is not noted as being permitted to drive on your current Certificate of Insurance, unless the vehicle has been stolen;
- Being ridden, or in the charge of any person who does not hold a current, valid licence including the correct entitlement required to ride the insured vehicle;
- Being ridden, or in the charge of any person who holds a valid licence, including the correct entitlement required to ride the insured vehicle, but that is not complying by any terms or conditions that may apply to that licence;
- Being ridden, or in the charge of any person who does not hold a current, valid Compulsory Basic Training (CBT) certificate when required to do so by law;
- Carrying a load or passengers which is unsafe and/or illegal;
- Carrying a load which has not been secured;

Airside Risk

This Insurance Policy does not cover any loss, damage or liability while any vehicle insured under this policy is:

- In or on the area of any airport, aerodrome, airfield or military base, which is used for the take-off and landing of aircraft, including the movement of aircraft on the ground, aircraft parking aprons and their associated service roads, refuelling areas and ground equipment parking areas.

Contractual Agreement

This Insurance Policy does not cover any liability occurring as a result of an agreement or contract, unless we would have been responsible anyway if the agreement or contract did not exist.

Sonic Bangs

This insurance Policy does not cover any loss, damage or liability caused either directly, or indirectly by pressure waves, from aircraft or other aerial devices travelling at sonic, or supersonic speeds.

General Exceptions (Continued)

What is not covered

Pollution

This insurance Policy does not cover any loss, damage or liability caused either directly, or indirectly by pollution or contamination.

Radioactive/Nuclear Contamination

This insurance Policy does not cover any loss, damage or liability caused by:

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

War, Earthquake, Riot and Terrorism

This insurance Policy does not cover any loss, damage or liability caused by:

- War, invasion, act of foreign enemy hostilities (Regardless of if war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power, except where it is necessary in order to meet the requirements of the relevant insurance law;
- Riot or Civil Commotion occurring outside of the territorial limits of this insurance policy, except where it is necessary in order to meet the requirements of the relevant insurance law;
- Earthquake;
- An act of Terrorism as defined in the Terrorism Act 2000, or the equivalent legislation in any other country, except where it is necessary in order to meet the requirements of the relevant insurance law.

General conditions

Accidents and Claims Procedure

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. This must be within 24 hours of the incident occurring, but ideally within 1 hour.

Call the 24-Hour Claims Helpline on 0333 305 8120

If you receive notice of a claim from someone else, you must tell us immediately and send any correspondence you receive to us. You must send us every writ, summons, County Court Claim Form and letter you receive. You must also write and tell us immediately if you are about to be prosecuted or have to go to an inquest.

You must not admit liability for, or offer to settle, any claim without our permission. We may take over, defend or settle the claim or prosecute in your name for our own benefit. You must give us all the help and information we need.

Making a change to your policy

You must tell us at once if there is any change in the information you gave to us when we agreed to insure you. For further guidance please ref to **Page 9** of this policy booklet.

Failure to notify us of changes may result in us refusing to pay any claim and in your insurance becoming invalid.

We reserve the right to apply an administration charge of £25 plus Insurance Premium Tax for any adjustments you make to your policy. This charge is in addition to any change in the annual policy premium, based upon the revised policy information.

Cancellation

By Us: We, or our appointed representative acting with our specific authority, may cancel this policy by sending you seven days' written notice to your last known address. If you live in Northern Ireland, we will also send notice to the Department of the Environment, Northern Ireland. If we do this, you must send us your certificate of motor insurance and any windscreen disc if applicable. Failure to do so is an offence under the Road Traffic Act. We will then return the unused part of your premium based on a pro rata basis dependent on the number of days left to run under the policy less a cancellation charge of £25 plus Insurance Premium Tax.

By You: After the Cooling-off Period, referred to on Page 10 of this Policy Booklet, you may cancel this policy and receive a return of premium provided you have not made a claim during the period of insurance for which we have made or will make a payment. If you cancel, you must send us your Certificate of motor insurance and any windscreen disc if applicable. We will then return the unused part of your premium based on a pro rata basis dependent on the number of days left to run under the policy less a cancellation charge of £25 plus Insurance Premium Tax.

General conditions (Continued)

Non-Payment of Premium

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 £25 plus Insurance Premium Tax. 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.

Disagreements

Where we agree that a claim may be made against us, but disagree about the amount being claimed from us, the dispute may be referred to an arbitrator chosen under the laws relating to arbitration. You must wait for the arbitrator's decision before you take any further action against us.

Drink and Drugs

If an accident happens whilst you or any person entitled to drive is convicted of an offence involving drink or drugs, or was driving under the influence of drink or drugs, no cover under the policy will be provided and instead, our liability will be restricted to meeting our obligations as required by the Road Traffic Act. 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 Judgement, of any claim arising from the accident.

Fraud

If a claim made against us is in any way fraudulent, or its amount is deliberately inflated or exaggerated, or it is made with the use of forged or falsified documents, we will not pay the claim and cover under this insurance will cease immediately. You will not be entitled to any refund of premium.

Keeping to the terms and conditions

We will only provide cover as described in this policy if the person claiming has fulfilled all the terms and conditions, and the information and statements provided by you are, as far as you know, complete and accurate.

Other Insurance

Except for Section 5 - Accidents involving you or your husband or wife or civil partner, if there is other insurance which covers 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, of this policy where a person apart from you has their own insurance.

General conditions (Continued)

Our Rights

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.

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 territorial limits, unless the proceedings or judgement arise out of your vehicle 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.

Total Loss

Should your vehicle become the subject of a total loss as described in **Section 1 – Loss or damage to your vehicle** we will consider that the insurance has served its purpose and the policy will be cancelled. No refund of premium will be due.

Vehicle Examination

You must allow us to examine your vehicle at any reasonable time.

Data Protection and sharing information with other organisations

Important Notice – Data Protection

You should show this notice to any other party related to this insurance.

We are governed by the Data Protection legislation applicable in the United Kingdom. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

For the purpose of the relevant legislation, the Data Controller in relation to any personal data you supply is Xpekt Limited on behalf of certain Insurers. We may store your information on a computer and in certain circumstances we may have to transfer your information to another country but we will not pass information to any country outside of the EEA (European Economic Area). By proceeding with your insurance application, we will assume you agree to this.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Exchanging Information With Other Insurers

Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register.

You can ask us for more information about this.

Data Protection and sharing information with other organisations (continued)

Motor Insurance Database (MID)

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). 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:

- Electronic Licensing
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- 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), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her 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

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud we may at any time share information about you with the police, fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

Data Protection and sharing information with other organisations (continued)

Claims History

Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Xpekt Limited, Old Park Farm Business Centre, Ford End, Chelmsford, Essex, CM3 1LN

Credit Searches and Accounting

In assessing your application/renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. 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. We may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to access the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract, you will signify your consent to such information being processed by the insurer or its agents.

Complaints procedure

We aim to give you a high standard of service at all times. If a dispute regarding your policy or claim arises please contact us at the address below:

Xpekt Limited
Old Park Farm Business Centre
Ford End
Chelmsford
Essex
CM3 1LN

Tel: 0333 305 8110

Email: 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 5 days of receipt and will do our best to resolve the problem within four 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 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:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
www.financial-ombudsman.org.uk

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.

Making a Claim

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 to us.

Delay in notification may invalidate your right to claim.

Call 0333 3058 120 Our UK based, experienced advisors will take initial claim details and discuss recovery of your vehicle.

If you are unable to call from the roadside, you must call our 24-hour Claims Helpline on 0333 3058 120 as soon as it is safe to do so.

Accident abroad?

Call 0044 1702 455380

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

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.
- Repairers' work guaranteed for three years. (When using one of our approved repairers).

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 3058 120 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 Ltd c/o AAC Limited, Sureland House, Journeymans Way, Southend-on-Sea, Essex, SS2 5TF

Please Note: Even if you are not covered for the damage to the insured vehicle following an incident, you must still advise our claims team of the incident, confirming the circumstances and the details of all parties involved in the incident who may have suffered loss, injury or damage to their property.

Cover issued & arranged by Xpekt Ltd under authority granted by certain Insurers who are Authorised and Regulated by the Financial Conduct Authority. Details of the Insurers are available on request

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