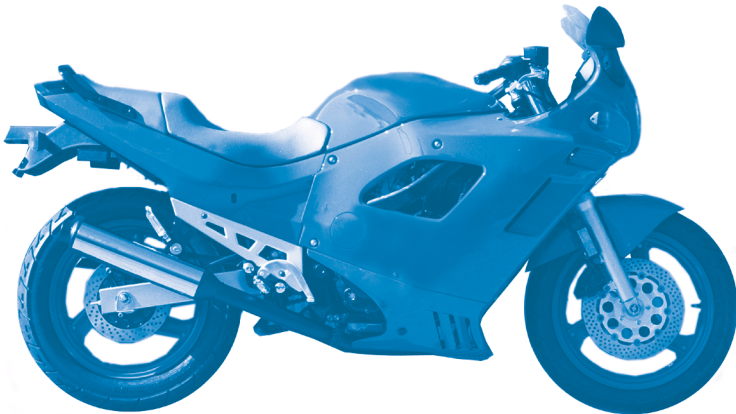




novitas

underwriting agency plc

www.novitas.co.uk



Motorcycle Policy

The use of a secondary security device, such as a D lock, disc lock, padlock and chain, immobiliser or other similar device is COMPULSORY under this insurance policy if cover for theft is to be provided.

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Welcome to Novitas Underwriting Agency plc

Thank you for arranging your insurance with Novitas. Novitas is an intermediary specialising in the insurance of Motorcycles. Our expertise in this field, combined with the security of your Insurer, means that you will be well protected should the worst happen.

Your motor insurance is made up of four documents:

- This policy document
- The Schedule, which shows any Endorsement(s) applying to your insurance
- The Certificate of Motor Insurance
- The proposal form or statement of insurance

You should read all these documents and keep them in a safe place (NOT WITH YOUR MOTORCYCLE).

We have tried to make your insurance documents as straightforward as possible and we hope that you find them easy to follow.

Please check your documents carefully to ensure that you understand the cover provided. If there are any queries, or if any detail is incorrect, please contact the intermediary with whom **You** arranged **Your** insurance cover.

Use of Language

All correspondence concerning this contract, including the terms and conditions will be conducted in the English Language.

Customers with Disabilities

This policy and other associated documentation are also available in an alternative print format. If you require this format, please contact the intermediary with whom you arranged your insurance cover at their contact address shown in the schedule.

Your Cancellation Rights – Cooling Off Period

You have a statutory right to cancel **Your** policy within 14 days, without giving any reasons, from either:

The start date (or annual renewal date) of the contract; or (if later)

The date you receive the policy documents and supporting information.

You should serve this notice of cancellation to the intermediary with whom **You** arranged **Your** insurance cover, at the intermediary's contact address. **You** must return **Your Certificate of Motor Insurance** as part of **Your** notice of cancellation.

Charging

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

If **You** choose to cancel **Your** policy within the 14 day cooling off period, **You** will have to pay 'pro-rata' charges based upon the time for which **You** have been on cover plus a further £15.00 administration charge (plus Insurance Premium Tax, where applicable) imposed by Novitas Underwriting Agency plc to cover the cost of providing the policy.

Your intermediary will be able to advise **You** of the applicable commission charge.

If **You** do not exercise your right to cancel **Your** policy it will continue in force and **You** will be required to pay the premium. For **Your** cancellation rights outside the statutory cooling off period, **You** may cancel **Your** policy in accordance with the conditions shown on page 24 of this document.

You must return **Your Certificate of Motor Insurance** as part of **Your** notice of cancellation.

Novitas Underwriting Agency plc
Motorcycle Insurance Policy Document
The Contract of Insurance and Information and Changes
We need to know about

The Contract of Insurance

This document gives details of a legally binding contract of insurance between **You** and **The Underwriters**. Please examine it, together with **The Schedule** and **Certificate of Motor Insurance**, to make sure that **You** have the protection **You** need. It is important that these and any subsequent amendments are read together to avoid any misunderstanding.

If **Your** circumstances change, please contact **Your** intermediary to let them know. **Your** document is designed for easy amendment and extension.

Our provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

The information and statements provided in the proposal form or statement of insurance and the declaration which **You**, the document holder have made have been relied upon by **The Underwriters** in entering into this contract of insurance.

The Underwriters have agreed to insure **You** subject to the terms, conditions and exclusions in this document or any **Endorsement** against such liability, loss or damage that may occur and is directly sustained in connection with **The Insured Motorcycle** shown in **The Schedule** during any **Period of Insurance** for which **You** have paid or agreed to pay the premium.

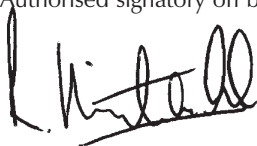
Any changes agreed during the **Period of Insurance** will be treated as a continuation of the contract of insurance.

Law Applicable to the Contract

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

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

Authorised signatory on behalf of **Your** insurer



Richard Mitchell
Managing Director
Novitas Underwriting Agency plc

Tel 0845-230-4142

Email underwriting@novitas.co.uk

Internet: www.novitas.co.uk

Novitas Underwriting Agency plc is authorised and regulated by the Financial Conduct Authority

Information and changes We need to know about

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

Please tell **Your** insurance intermediary to let **Us** know if there are any changes to the information set out in the application form/Statement of Fact, certificate of insurance or on **Your Schedule**. **You** must also tell us about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of **Your Motorcycle/The Insured Motorcycle**.
- Any modification(s) to **Your Motorcycle/The Insured Motorcycle**.
- Any change affecting ownership of **Your Motorcycle/The Insured Motorcycle**.
- Any change in the way that **Your Motorcycle/The Insured Motorcycle** is used.

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

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

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

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

Definitions

Wherever the following words are used in this Policy Document and are highlighted by being shown in **bold print**, they shall have the same meaning.

Accident

An unexpected and undesirable event resulting in an insured loss.

Accessories

Additional or supplementary parts of **Your Motorcycle** not directly related to its function as a motorcycle. These include radios that form an integral part of the motorcycle, top boxes, tank bags and other luggage carriers while fitted to **Your Motorcycle**.

Certificate of Motor Insurance

The legal document which is evidence that **You** have the minimum compulsory insurance needed by law. This document shows **The Insured Motorcycle**, who may drive it and the purposes for which it may be Used.

Consent/Authority/Authorised/Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

Endorsement

A change in the terms of **Your** insurance. An **Endorsement** does not apply unless this is shown in or issued with **The Schedule**. Please also refer to the Endorsements appendix starting on page 31 of this Policy Document.

Excess

The first part of any claim for which **You** are responsible.

Fire

Fire, self ignition, lightning and explosion.

Market Value

The replacement value of the same make and model of **The Insured Motorcycle** of a similar age and condition and history as determined by reference to vehicle value publications.

Period of Insurance

The period shown in **The Schedule** or **Amended Schedule** and any period for which **You** have paid the premium which **We** have agreed to accept.

Secondary Security Device

A device employed in addition to **The Insured Motorcycle's** ignition and steering lock designed to provide further protection against **Theft** of **The Insured Motorcycle**. Examples of this include alarms, immobilisers, D locks, brake disc locks, padlock and chain etc.

The Schedule/Your Schedule/Amended Schedule

Details of the **The Insured**, the premium paid, **Your Motorcycle** and cover. It will also show any variations in the terms of the insurance and may be replaced by an **Amended Schedule** where there is a change in detail of the insurance.

Terrorism

Any action which contravenes the Terrorism Act 2006.

The Insured/You/Your

The person named as **The Insured**, Document Holder or Policy Holder in any **Certificate of Motor Insurance**, **The Schedule** or renewal notice applying to this insurance.

Theft

Theft or attempted **Theft**

Unattended

When **You** or any passenger are not sitting on **Your Motorcycle**.

United Kingdom/UK

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

Voluntary Work

Unpaid work for a registered charity or similar organisation.

We/Us/Our/The Underwriters

The authorised Insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance**.

Your Motorcycle/The Insured Motorcycle

Any motorcycle, with or without a sidecar or trailer attached, shown in the current **Certificate of Motor Insurance and The Schedule**, details of which motorcycle having been supplied to **Us** and accepted by **Us**.

Cover

The cover **You** have chosen is shown in **Your Schedule**. **We** have divided **Your** cover into different sections.

COMPREHENSIVE

If **You** choose comprehensive cover, all sections of this Policy Document apply.

THIRD PARTY FIRE & THEFT

If **You** choose third party **Fire** and **Theft**, sections 1,2,4,5 and 6 only apply.

THIRD PARTY ONLY

If **You** choose third party only, sections 1,2,5 and 6 only apply.

FIRE AND THEFT ONLY

If **You** choose **Fire** and **Theft** only, section 4 only applies. (**You** can only have this cover if **Your Motorcycle** is kept in **Your** locked garage or outbuilding and is not being used)

Use

Your Motorcycle will only be covered if **You** are using it in the way agreed in **Your Certificate of Motor Insurance**, or any **Endorsement**. Use in connection with **Voluntary Work** by any authorised rider is permitted by this insurance.

Your Motorcycle will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority.

Section 1 – Liability to Third Parties

What We cover

a) **Your** own liability

We will indemnify **You** against liability at law for damages or claimants' law costs in respect of death or bodily injury to any person or damage to any property as a result of any **Accident** involving:

i) **Your Motorcycle**

- ii) any other motorcycle being ridden in the **United Kingdom** with the permission of the owner, which does not belong to **You** and is not hired to **You** under a hire purchase agreement provided this is shown in **Your Certificate of Motor Insurance** and **The Schedule**. Note that there is no cover for loss of or damage to that other motorcycle.

b) Other persons' liability

In the same way as **You** are insured, **We** will insure

- i) any person **You** allow to ride or use **Your Motorcycle** PROVIDED this is permitted by **Your Certificate of Motor Insurance** and **The Schedule**.
- ii) any person (other than the person riding) being carried on, or getting onto or off of **The Insured Motorcycle** or any person who causes an **Accident** while they are travelling on, or getting onto or off **The Insured Motorcycle**.
- iii) **Your** employer or business partner while **You** are riding or using **Your Motorcycle** on his/her business PROVIDED this is permitted by **Your Certificate of Motor Insurance** and **The Schedule**.

c) A legally appointed representative

If anyone covered by this insurance dies, **We** will indemnify, to the same extent, that person's legal representative for any liability incurred by that person.

d) Emergency treatment

We will pay for medical treatment as required by the current Road Traffic Acts for injuries resulting from any **Accident** involving a motorcycle covered by this insurance.

Provided this is the only payment for which **We** are liable, **Your** No Claim Discount will not be affected.

e) Legal fees and expenses

We will pay, provided **We** have given **Our** written consent;

- i) legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damages are claimed against any person insured under this insurance.
- ii) Solicitors' fees for representation at any Coroner's inquest or Fatal Accident inquiry in respect of such death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the **Accident**.
- iii) Legal expenses up to £5,000 in respect of any proceedings taken against any person insured under this insurance for manslaughter or reckless or dangerous driving causing death, in respect of his or her riding at the time of the **Accident**.

Subject to **Us** reserving the right at any time to relieve ourselves of any further liability under this clause on payment to **You** of the expenses incurred to that date.

Provided that the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with all the terms and conditions of this policy insofar as they may apply.

Section 1 – Exclusions to Section 1

What We do not cover

- 1) The insurance does not cover:
 - a) anyone who is not riding, but makes a claim, if they knew the person riding did not hold a valid driving licence
 - b) anyone who is riding **Your Motorcycle** who has never held a licence to drive it or who is disqualified from holding such a licence
 - c) anyone who is covered by other insurance
 - d) the death of or injury to the person riding the motorcycle
 - e) damage, loss of use or any other loss to:
 - i) any motorcycle which is covered by this insurance
 - ii) any property **You** or anyone else riding the motorcycle owns or is looking after
 - iii) any trailer towed by or attached to **Your Motorcycle** or any load conveyed upon it or contents thereof
 - f) liability for the death of, or injury to, or damage to the property of, any person arising out of or in the course of his/her employment by anyone **We** cover under this insurance, other than as required under the Road Traffic Acts or any applicable **UK** or EU legislation
- 2) **Our** liability in respect of loss or damage to property (including animals) is limited to £20,000,000 (Twenty Million Pounds) including legal costs in respect of any one **Accident** or occurrence or series of occurrences arising out of one event.
- 3) **Our** liability in respect of claimants' costs and expenses and any other costs and expenses incurred with **Our** written consent in relation to their property is limited to £5,000,000 (Five Million Pounds) in respect of any one **Accident** or occurrence or series of occurrences arising out of one event.
- 4)
 - a) Sub-section a)ii) of Section 1 will not apply when **The Insured Motorcycle** is no longer owned by or the responsibility of **The Insured**.
 - b) Sub-section a)ii) and b)iii) of Section 1 are NOT applicable if the insurance is not issued in the name of an individual.
 - c) Sub-section a)ii) of Section 1 will not apply when the motorcycle is used outside the **United Kingdom**.
 - d) Any loss or damage to the motorcycle **You** are riding under Sub-section a)ii) of Section 1.
- 5) Any consequence whatsoever resulting directly or indirectly caused by, contributed to, or arising from **Terrorism** regardless of any other contributory cause or event, other than as required by the Road Traffic Acts.

Section 2 – Towing

What We cover

We will extend section 1 of **Your** insurance to cover **You** while **Your Motorcycle** is towing a trailer which is securely attached to **Your Motorcycle** in line with manufacturer's recommendations.

Cover only applies when the trailer is attached to **Your Motorcycle**.

While **You** are towing, the cover for **Your Motorcycle** will stay the same, but **We** will insure the trailer being towed only for liability to third parties.

Section 2 – Exclusions to Section 2

What We do not cover

- a. Damage or loss to the towed trailer.
- b. Damage or loss of any property being carried in or on the trailer.
- c. A trailer being towed for hire or reward.
- d. Towing more trailers than the number allowed by law.
- e. Towing more than one trailer.
- f. Any damage or liability insured in respect of trailers unattached at the time of damage or loss (except where they have become temporarily unattached during the course of the journey).
- g. We will not make any payment in relation to the death or injury to any person travelling in or on a trailer you are towing other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.

Section 3 – Damage to Your Motorcycle

What We cover

We will cover **You** under this section for accidental damage to **Your Motorcycle**, including its permanently fitted **Accessories** and spare parts whilst thereon, less any **Excess** which applies.

We will also cover **You** for malicious damage, including **Fire** started deliberately or **Fire** caused as a direct result of an **Accident**.

We will, at **Our** option, either:

- a) pay the reasonable cost of repairing any damage to **Your Motorcycle** within its **Market Value** or
- b) pay an amount in cash equivalent to the value of any loss or damage to **Your Motorcycle** or
- c) pay the cost of replacing **The Insured Motorcycle** or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming **Our** property.

If to **Our** knowledge **The Insured Motorcycle** is the subject of a hire or other credit purchase agreement, any cash payment shall be made to the legal owner described therein whose receipt shall be in full and final discharge to **Us**.

We will not pay under this section for damage more specifically covered under Section 4 of this insurance – Loss of or Damage to Your Motorcycle by Fire and Theft.

If **Your Motorcycle** cannot be ridden as a result of damage covered by this section of the policy, **We** will pay the reasonable cost of taking **Your Motorcycle** from the scene of the incident to the nearest suitable repairer. After repairs **We** will pay the reasonable costs of delivering it to **Your** address as shown in **The Schedule**.

If **We** are unable to reach agreement with the repairer over costs, **We** reserve the right to remove **The Insured Motorcycle** to another repairer of **Our** choice and **We** will notify **You** of this action.

We may, at **Our** option, decide to fit replacement parts which have not been made by the motorcycle's manufacturer but which are of a similar standard.

The maximum amount payable for any one incident will not exceed the **Market Value**, nor will it exceed the last estimated value (including **Accessories** and spare parts) declared to us, of **The Insured Motorcycle** at the date of the loss or damage. If settlement is made for the **Market Value** of **The Insured Motorcycle** the remains of **The Insured Motorcycle** will become **Our** property for disposal in accordance with the Association of British Insurers Motor Conference Code of Practice or any other regulation or legislation applying at the time of such loss.

If **Your Motorcycle** becomes a total loss and **We** make an offer of compensation, this insurance becomes void in respect of that motorcycle from the date of acceptance of that offer by **You** or **Your** legal personal representative(s). The **Certificate of Motor Insurance** must be surrendered before **We** pay any compensation. **We** reserve the right to decide if the insurance can continue on any replacement motorcycle.

Pending settlement of the claim, **We** reserve the right to move **Your Motorcycle** to a place of free storage in order to minimise any charges made for storage.

If **You** have a cherished or personal plate **You** wish to retain **You** must follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and **You** will be responsible for the appropriate fee. If **You** intend to apply to retain the registration number **We** must be notified immediately and **We** will require the replacement vehicle registration mark as soon as it is provided to **You**. If **We** are not notified IMMEDIATELY of the intention to retain the registration number **We** will proceed with the disposal of the vehicle salvage including the registration number (vehicle registration mark).

Section 4 – Loss of or Damage to Your Motorcycle by Fire and Theft

What We cover

We will cover **You** under this section for **Fire** (but excluding **Fire** started deliberately or **Fire** caused as a direct result of an **Accident**), lightning, self ignition, explosion, **Theft** or attempt thereof or the taking away of **Your Motorcycle** without **Your** consent, including its permanently fitted **Accessories** and spare parts whilst thereon, less any **Excess** which applies.

We will, at **Our** option, either:

- a) pay the reasonable cost of repairing any damage to **Your Motorcycle** within its **Market Value** or
- b) pay an amount in cash equivalent to the value of any loss or damage to **Your Motorcycle** or
- c) pay the cost of replacing **The Insured Motorcycle** or any part thereof which has been lost or damaged, with one of a similar type and in similar condition, the replaced item then becoming **Our** property.

If to **Our** knowledge **The Insured Motorcycle** is the subject of a hire or other credit purchase agreement, any cash payment shall be made to the legal owner described therein whose receipt shall be in full and final discharge to **Us**.

If **Your Motorcycle** is unrideable as a result of damage covered by this section of the policy, **We** will pay the reasonable cost of taking **Your Motorcycle** from the scene of the incident to the nearest suitable repairer. After repairs **We** will pay the reasonable costs of delivering it to **Your** address as shown in **The Schedule**.

If **We** are unable to reach agreement with the repairer over costs, **We** reserve the right to remove **The Insured Motorcycle** to another repairer of **Our** choice and **We** will notify **You** of this action.

We may, at **Our** option, decide to fit replacement parts which have not been made by the motorcycle's manufacturer but which are of a similar standard.

The maximum amount payable for any one incident will not exceed the **Market Value**, nor will it exceed the last estimated value (including **Accessories** and spare parts) declared to us, of **The Insured Motorcycle** at the date of the loss or damage. If settlement is made for the **Market Value** of **The Insured Motorcycle** the remains of **The Insured Motorcycle** will become **Our** property for disposal in accordance with the Association of British Insurers Motor Conference code of practice or any other regulation or legislation applying at the time of such loss.

If **Your Motorcycle** becomes a total loss and **We** make an offer of compensation, this insurance becomes void in respect of that motorcycle from the date of acceptance of that offer by **You** or **Your** legal personal representative(s). The **Certificate of Motor Insurance** must be surrendered before **We** pay any compensation. **We** reserve the right to decide if the insurance can continue on any replacement motorcycle.

Pending settlement of the claim, **We** reserve the right to move **Your Motorcycle** to a place of free storage in order to minimise any charges made for storage.

If **You** have a cherished or personal plate **You** wish to retain **You** must follow the procedure laid down by the Driver and Vehicle Licensing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and **You** will be responsible for the appropriate fee. If **You** intend to apply to retain the registration number **We** must be notified immediately and **We** will require the replacement vehicle registration mark as soon as it is provided to **You**. If **We** are not notified IMMEDIATELY of the intention to retain the registration number **We** will proceed with the disposal of the vehicle salvage including the registration number (vehicle registration mark).

Exclusions to section 3 and 4

What sections 3 and 4 do not cover

- 1) The first part of each claim (the **Excess**) in respect of accidental damage, vandalism/malicious damage, **Fire** or **Theft**. The amount of any such **Excess** is specified in **Your Schedule**.
- 2) An amount of more than £100 for any one claim for permanently fitted **Accessories** and spare parts attached to **Your Motorcycle**.
- 3) Wear, tear and depreciation or that part of the cost of repair which improves **Your Motorcycle** beyond its condition before the loss or damage occurred.
- 4) Diminution in value, including loss of resale value as a result of damage, whether repaired or not.
- 5) Loss of use, mechanical, structural, electrical, electronic, computer or computer software failures, faults, breakdowns or breakages.
- 6) Damage to tyres unless this results from an **Accident to Your Motorcycle**.
- 7) Any amount which is more than the last known list price of any part or accessory, whether or not this is obsolete or unobtainable.
- 8) Any costs that are caused indirectly by the event which led to **your** claim, unless specifically stated in this policy.
- 9) Loss of or damage to audio or entertainment equipment, radio telephones, tapes, cassettes, compact and mini discs or two-way radio transmitters or receivers.
- 10) Loss of or damage to **Your Motorcycle** as a result of confiscation by or under order of any Government or Local Authority.
- 11) Loss of or damage to **The Insured Motorcycle** arising from it being impounded as a result of a road traffic **Accident** or vehicle licence offence or Customs & Excise offence or for any penalties imposed because of the incorrect disposal of **The Insured Motorcycle** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where **We** did not retain the salvage for disposal.
- 12) Loss or damage arising to a sidecar or **Accessories** unless they are properly attached to **The Insured Motorcycle** by equipment manufactured for this purpose.
- 13) Loss of or damage to **Your Motorcycle** by **Theft** or attempted **Theft** or the unauthorised taking away where **The Insured Motorcycle** is left **Unattended** and not protected by a **Secondary Security Device** in addition to the steering lock.
- 14) Loss or damage to personal belongings including helmets, leathers, protective clothing, gloves, clothing, footwear, trade goods, samples, money, stamps or documents.
- 15) Damage caused by frost or freezing.
- 16) Loss or damage caused by an inappropriate type or grade of fuel being used.
- 17) Loss of or damage to **Your Motorcycle** resulting from fraud, deception or misrepresentation, including releasing **The Insured Motorcycle** to a purported purchaser of **The Insured Motorcycle** without first receiving cleared funds in payment for it.
- 18) Any loss or damage to **Your Motorcycle** by **Theft** or attempted **Theft** or the unauthorised taking away if it has been left **Unattended** and the ignition key has not been removed or it has been left **Unattended** with the keys in or on it, or if reasonable precautions have not been taken to safeguard it.
- 19) The loss of or damage to keys belonging to **Your Motorcycle** or for the replacement of locks following the loss of keys.

- 20) Loss of or damage to **Your Motorcycle** by **Theft** or attempted **Theft** or the unauthorised taking away by a member of **Your** family or a person residing in the same household as **You**.
- 21) The costs of repairing or renewing areas which were not damaged in the incident for which **You** are claiming.
- 22) Loss or damage resulting from **Your Motorcycle** being repossessed or in circumstances where **You** are not the rightful owner.
- 23) Loss or damage when **Your Motorcycle** is left **Unattended** if the last person in charge of **Your Motorcycle** before the loss or damage is not shown in **Your Certificate of Motor Insurance** as allowed to ride.
- 24) Any loss or damage to the engine management system or other electronic or computer controlled equipment caused by failure to recognise any date as the true calendar date, and any loss in value of **The Insured Motorcycle** arising from this.
- 25) Any storage charges unless **You** tell **Us** about them and **We** agree in writing to pay for them.
- 26) Where **Your Motorcycle** is not to **UK** specification (originally manufactured for sale as new in the **UK**) and any part, unit or accessory of **Your Motorcycle** becomes unobtainable or obsolete in pattern and therefore out-of-stock in the **UK**, **You** are not covered for the following:
 - a) Increased cost or repair, replacement part, unit or accessory due to non-availability and/or waiting time for delivery
 - b) Storage costs whilst awaiting commencement of the repair to **Your Motorcycle**.
- 27) Loss or damage to non-standard paint-work, finish or engravings on **The Insured Motorcycle** over and above the cost of manufacturer's standard paint-work finish.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the **Market Value** at the time of the loss or **Accident** but not exceeding the last estimated value (including **Accessories** and spare parts) declared to **Us**.

Section 5 – No Claim Discount

Provided no claim has been made or is pending during any **Period of Insurance**, a discount shall be deducted from the premium payable calculated in accordance with the No Claim Discount scale applicable at the time of such renewal.

No Claim Discount will be accrued to the Contract of Insurance overall and will not be assessed for each specific motorcycle.

Your no claim discount is not transferable to anyone else.

Protected No Claim Discount

Depending on certain conditions **You** may be able to protect **Your** no claim discount if **You** pay an extra premium. **Your** no claim discount is only protected if this is shown in **Your Schedule**.

Although **Your** level of no claim discount may be protected it is not premium protection, this benefit does not guarantee that **Your** premium will not increase at next renewal.

Section 6 – Foreign Use

What We cover

We will normally agree to insure **You** for the cover shown in **The Schedule** whilst **The Insured Motorcycle** is being used in or transported by rail or recognised sea passage between the countries listed below:

- a) any member of the European Union
- b) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of the EU Directives on insurance.

Conditions applicable to Section 6

You must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment

- i. **You** must notify **Us** of each proposed journey and purpose of use in advance.
- ii. **You** must pay any additional premium that may be required.
- iii. **Your Motorcycle** must be taxed and registered in the **UK**.
- iv. **Your** main permanent home must be in the **UK** and **Your** visit abroad must be only temporary.
- v. Transportation by rail or recognised sea passage must be not more than 65 hours duration under normal conditions, including the process of loading and unloading incidental to such transport.
- vi. The maximum number of days **We** will agree to provide cover for under this section will not normally exceed 30 days any one trip and 90 days in any one year of insurance.
- vii. If **We** agree beforehand, **You** may extend **Your** insurance to apply to certain other countries covered by the International Green Card system. In these circumstances, cover may be restricted. **We** may also ask **You** to pay an extra premium for this extended cover. **Your** insurance intermediary will be able to give **You** further information.
- viii. If **You** fail to notify **Us** of any foreign use, cover is reduced to the minimum **You** need under European Union Directives on motor insurance, but only where **You** are visiting an EU Member State.

Exclusions to Section 6

What We do not cover

- 1) Riding other motorcycles outside the **UK** even if stated on **Your Certificate of Motor Insurance**.
- 2) If **You** cannot use **Your Motorcycle** by reason of loss or damage, **Our** liability in respect of the cost of delivery back to **You** after repair shall be limited to the cost of delivery in the country where the loss or damage is sustained.
- 3) **The Insured Motorcycle** unless it is being used for purposes described in the **Certificate of Motor Insurance** and **The Schedule**.
- 4) Any legal action taken against **You** outside the **UK** unless it is as a result of using **Your Motorcycle** in a country for which **We** have agreed to extend this insurance cover.

General Exclusions

These exclusions apply to the whole insurance.

Your insurance does not cover the following:

- 1) Any liability, injury, loss or damage while **The Insured Motorcycle** is being ridden or used
 - a. by or in the charge of any person who is not included to drive in the **Certificate of Motor Insurance** or who is excluded by an **Endorsement** except while in the custody of a motor trader for servicing or repair.
 - b. by anyone who does not hold a licence to drive **The Insured Motorcycle** or anyone who has held but is currently disqualified from holding or obtaining such a licence.
 - c. by anyone riding without **Your** permission or on **Your** order.
 - d. by anyone outside the limitations of their driver's licence.
 - e. in any way that breaks any security requirements imposed.
 - f. in an unsafe, unroadworthy or damaged condition.
 - g. carrying an insecure load.
 - h. towing a trailer which is unsafe or has an insecure load.
 - i. for a purpose not included in **Your Certificate of Motor Insurance**.
 - j. by anyone who as a direct result of an **Accident** is convicted of a Drink or Drug related offence under the Road Traffic Acts or an equivalent offence under the laws of other countries in which this insurance is operative, other than to meet the requirement of the minimum compulsory cover required by the relevant law.
 - k. for racing of any description or for any contest, competition, rally or speed trial (apart from treasure hunts).
- 2) Anyone who fails to fulfil the terms and conditions of this insurance.
- 3) Any liability, injury, loss or damage while **The Insured Motorcycle** is being ridden or used in or on a race track, race circuit, pit lane or service road associated thereto.
- 4) Any **Accident**, injury, loss, damage or liability when any motorcycle covered by **Your** Policy is in an area of an aerodrome, airport, airfield or military establishment that is used for:
 - a. Take off and landing of aircraft, or movement of aircraft on the ground
 - b. Aircraft parking, including the associated service roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas
- 5) **Your Motorcycle** whilst being kept or used without a current Department of Transport test (M.O.T.) certificate if one is needed.
- 6) Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 7) Any liability, injury, loss or damage while **The Insured Motorcycle** is outside the **United Kingdom** other than as specified in section 6 (Foreign Use).
- 8) Loss or damage caused by pressure waves from aircraft or flying objects.
- 9) Riot or civil commotion occurring outside the **United Kingdom**.
- 10) Any **Accident**, injury, loss, damage or legal liability directly or indirectly caused by, contributed to, or arising from:

- a. Ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - c. Earthquake or any result of war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, **Terrorism**, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, other than to meet any law on Compulsory Insurance.
 - d. Any action taken in controlling, preventing, suppressing or in any way relating to c. above.
- 11) Loss or damage by pollution or contamination, however caused, other than to meet any law on Compulsory Insurance.
- 12) **We** have no liability for or in respect of any sum other than those payable under the Policy.
- 13) Any liability, loss or damage where **You** or any appropriate driver is negligently in breach of the Road Safety Act 2006, except where **We** are required to provide this cover the under the Road Traffic Acts or any other legislation applicable to motor insurance.
- 14) Any loss, damage or liability incurred while **Your** vehicle is being used in any form of competition, rally, trial, track day performance test, timed lap, race or speed trial whether or not **Your** vehicle is on private property, a public road, a private racetrack, roads that have been closed by central/local government for motorsport purposes or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended including the Nurburgring/Nordschleife.)
- 15) Loss or damage caused intentionally or maliciously by **You** or any person employed by **You** or any person covered under this policy or any member of **Your** family, or loss or damage someone else causes with **Your** permission or encouragement.

General Conditions

You must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them **We** may at **Our** option cancel the Policy or refuse to deal with **Your** claim or reduce the amount of any claim payment

1) **Your Policy Cover**

We will only be liable to provide an indemnity or make payment under this contract of insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all the terms and conditions contained in the Policy and any **Endorsements**;
- b) the declaration and information given in the proposal form or in the statement of insurance is correct and complete to the best of **Your** knowledge and belief;
- c) **The Insured Motorcycle** is being ridden in accordance with the terms of the **Certificate of Motor Insurance**;
- d) **The Insured Motorcycle** is being used in accordance with the **Certificate of Motor Insurance** and;
- e) **You** have paid or agreed to pay the premium.

2) **Care of Your Motorcycle**

- a) **You** must ensure that **Your Motorcycle** is maintained in a roadworthy condition, at all times, in accordance with the manufacturer's recommendations.
- b) **You** must take all reasonable precautions to protect **Your Motorcycle** from loss or damage.
- c) When **Your Motorcycle** is left **Unattended** (regardless of whether it is still in **Your** sight) **You** must remove all ignition keys, activate any security devices that may be fitted, implement the correct fitment of a **Secondary Security Device** and take all other steps necessary for protecting it.
- d) **You** should keep **Your Motorcycle** in a locked garage if **You** have one or if any garaging requirements are imposed by **Endorsement** shown in **Your Schedule**.
- e) **We** require **You** to allow **Us**, or **Our** duly appointed representative, free access at all reasonable times to examine **Your Motorcycle**.

3) **Claims and Proceedings**

- a) Full details of any incident which may result in a claim under this insurance shall be reported to **Us** in writing as soon as reasonably possible.
- b) If any incident involves **Theft**, attempted **Theft**, malicious damage, vandalism or **Fire** started deliberately **You** must also report this to police as soon as the incident is discovered.
- c) Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to **Us** immediately upon receipt.
- d) **We** shall be given all information and assistance **We** may require in connection with any such incident or claim in respect thereof.
- e) **We** shall be advised immediately of the time and place of any impending prosecution or inquest or Fatal Accident Inquiry.
- f) No admission of liability, or offer of, or promise of, or repudiation of payment shall be made without **Our** written consent.
- g) In the event of damage to **The Insured Motorcycle** which is covered by this insurance, **We** or **Our** appointed representative shall be contacted immediately to obtain prior approval in respect of any repairs to be undertaken.

- h) **We** shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.
- i) **We** shall be permitted to take proceedings at **Our** own cost to recover the amount of any payment made under this insurance in the name of **The Insured** or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.
- j) **You** must not do anything that will affect **Our** interest in this insurance.
- k) If **Your Motorcycle** is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance;
- i) **We** require **You** to send **Us** the Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys and **The Insured** vehicle, the **Certificate of Motor Insurance** and any other documents required by **Us**.
- ii) The remains of **The Insured Motorcycle** will become **Our** property for disposal in accordance with the Association of British Insurers Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.
- iii) **We** will not refund any premium for the **Period of Insurance You** have left.
- iv) **We** reserve the right to decide if the insurance can continue on any replacement motorcycle.
- l) If the law of any country in which this insurance operates obliges **Us** to settle a claim which **We** would not otherwise have paid, **We** reserve the right to recover this amount from **You** or from the person who incurred the liability.
- 4) **Other Insurance**
If any loss, damage or liability covered by this insurance is also covered by any other insurance, **We** will pay only **Our** share of any claim.
- 5) **Instalment Premiums**
Where the premium for this insurance is payable by instalments, each payment must be made when due, otherwise all benefits under the insurance will be forfeited and the insurance will be cancelled from the date when any unpaid instalment was due. In this event **You** must also surrender the **Certificate of Motor Insurance** to **Us** immediately. Instalment Premiums will be subject to the requirements of the Consumer Credit Act where applicable.
- 6) **Replacement Motorcycle**
You must notify **Us** immediately if **You** acquire a replacement motorcycle and obtain **Our** agreement to provide cover, otherwise **We** reserve the right to refuse to make any payment against any claim under this insurance (except so far as is necessary to comply with compulsory motor insurance legislation).
YOU ARE REMINDED THAT this insurance applies solely to **The Insured Motorcycle** detailed in **The Schedule**.
- 7) **Information and changes We need to know about**
You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

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

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

8) Cancellation

8a. **Your** right to cancel

Following the expiry of your 14 day statutory cooling off period **You** continue to have the right to cancel this insurance at any time during its term by returning **Your Certificate of Motor Insurance** to the insurance intermediary through whom **You** arranged this insurance. The cancellation will be effective from the date the **Certificate of Motor Insurance** is received and the appropriate refund of premium will be calculated in accordance with **Our** published short-period rates as shown below. Any refund will be subject to no claim having been made (or no incident having occurred which is likely to give rise to a claim).

SHORT PERIOD RATES

Period of cover not exceeding	Percentage of premium returned including insurance premium tax
One month	80%
Two months	70%
Three months	60%
Four months	50%
Six months	30%
Eight months	10%
Over eight months	No refund allowed

Please note: A Minimum premium of £25.00 + insurance premium tax will apply.

8b. **Our** right to cancel

We (or **Your** insurance intermediary or Novitas), may cancel this insurance at any time by sending seven days written notice of cancellation to your last known postal address on **Our** records where there is an exceptional or valid reason for doing so.

Exceptional or valid reasons may include but are not limited to:

- **You** do not pay the premium or an instalment when **You** have been notified that the outstanding amount is required by a specific date.
- **You** or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on **Your Schedule**.
- **You** have not provided the requested documentation e.g. evidence of **Your** current address, proof of no claims bonus or a copy of **Your** driving licence.
- A change in **Your** circumstances means that **We** can no longer provide cover.
- Where **We** identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which **You** are not entitled.
- Use of threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- Where the circumstances of a new claim, or an incident **We** have become aware of means that **We** no longer wish to provide cover.
- If as a result of a claim under this insurance **You** have not co-operated with **Our** reasonable request for any documents and/or information, **We** may no longer wish to provide cover.

If **We/Your** insurance intermediary or Novitas cancel this insurance under this section **You** will be entitled to a proportionate return of premium, less a charge of up to £25.00 (plus Insurance Premium Tax) to cover the administrative costs of providing this policy, which will be sent to **Your** insurance intermediary upon surrender of the **Certificate of Motor Insurance** and Insurance Disc (if applicable) within the seven days mentioned herein.

However, if the reason for cancellation is because **You** have not paid the full premium, **We** will work out the refund using short period rates shown in 8a. above.

Any refund of premium will be subject to no claim having been made (or no incident having occurred which is likely to give rise to a claim).

If the reason for cancellation is fraud **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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

Where **Our** investigations provide evidence of fraud or serious non-disclosure **We** may cancel this insurance immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

8c. Return of **Certificate of Motor Insurance**

Your valid **Certificate of Motor Insurance** must be returned/surrendered immediately following cancellation.

9) **Personal Contract**

This insurance is a personal contract with **You** and is not transferable for any reason.

10) **Administration Charge**

We and/or Novitas Underwriting Agency plc reserve the right to apply an administration charge of up to £25.00 (subject to Insurance Premium Tax where applicable) for each mid-term amendment carried out on the insurance in addition to any premium adjustment that results. Further charges may be imposed by **Your** intermediary – details of same can be found within the Intermediaries' terms of business agreement with **You**.

11) **False Declaration/Fraud**

You must not act in a fraudulent manner. If **You** or anyone acting for **You**

- Make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of any claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** involvement/knowledge, or
- Make a fraudulent claim in respect of any other insurances **You** have in force with **Us**,

Then

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the Policy
- **We** may at **Our** option declare the policy void and all other insurances in force with **Us** with which **You** are connected will cease immediately
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the Policy since the last renewal date
- **We** shall not make any return of premium under this or any other policy in force with **Us** in **Your** name.
- **We** may inform the Police of the circumstances

Complaints Procedure

You are important to **Us**. As a valued customer **You** are right to expect fairness and a swift and courteous service at all times. **We** recognise that sometimes **You** may be unhappy with **Us**. To help **Us** improve **We** would appreciate **Your** honesty in telling **Us** about **Your** experience of **Our** service – **Your** feedback can make all the difference. **We** will accurately record and analyse **Your** comments and feedback to make sure **We** continually improve the service **We** offer. If **You** want to complain, **We** will do **Our** best to try and resolve the situation.

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance intermediary. Their contact details can be found on **Your Schedule** or supporting documentation.

What will happen if you complain?

We will acknowledge receipt of **Your** complaint within five business days.

We aim to resolve any complaints or concerns **You** may have within five business days, but there may be occasions when this takes longer if the complaint is of a more complicated nature where more detailed enquiries may be necessary. In this event **You** will receive an update on the progress of **Your** complaint within twenty business days from when **We** first received it, together with an estimate of how long **We** think it may take to finalise matters.

What to do if you are unhappy ?

If after receiving a final decision from **Us** **You** remain dissatisfied, or if **Your** complaint remains unresolved after forty business days, **You** can refer the matter to the Financial Ombudsman Service (FOS)

The FOS will only consider **Your** complaint where:

- **You** have already given **Us** the opportunity to resolve it
- **You** are a retail client

Please follow the steps below:

1. Contact the Novitas department dealing with **Your** enquiry, e.g. underwriting department. Please write to:

Novitas Underwriting Agency plc
Devonshire House,
Manor Way,
Borehamwood,
Hertfordshire,
WD6 1QQ.
Tel: 0845 230 4142
Email: underwriting@novitas.co.uk

Alternatively **You** may write to **Us** as the Insurer identified in **Your Certificate of Motor Insurance**. Novitas Underwriting Agency plc will provide the relevant address to **You** on request.

2. (Only applicable where the Insurer is a Lloyd's syndicate)
If **You** remain dissatisfied with **Our** response **You** may write to:

Complaints
Lloyd's
One Line Street
London
EC3M 7HA

Telephone: 020 7327 5693
Email: complaints@lloyds.com

3. If after taking the above action **You** remain dissatisfied with **Our** final decision, or at any point if **Your** complaint remains unresolved after 40 business days from when **Your** complaint was first made, **You** may refer the matter to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123
Or log on to their website at www.financial-ombudsman.org.uk

Whilst **We** are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

The Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

Data Protection Notices

1) Insurance Administration

Information you supply may be used for the purposes of insurance administration by the Insurer, their respective associated companies and agents, by re-insurers and **Your** intermediary. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the Insurers and their agents may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy and repossessions. Information may also be shared with other Insurers directly or via those acting for the Insurer such as loss adjusters or investigators. With limited exceptions, and on payment of appropriate fee, you have the right to access and if necessary rectify information held about **You**.

2) Credit Searches and Accounting

In assessing **Your** application/renewal, the Insurers may search files made available to them by credit reference agencies. They may keep a record of that search. The Insurers may also pass to credit reference agencies information they hold about **You** and **Your** payment record with them. 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. The Insurers 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 computations are used by the Insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process. In assessing **Your** application, to prevent fraud, check **Your** identity and to maintain policy records, the Insurer may use information relating to **You** and **Your** vehicle supplied to them by other third parties.

3) Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the Insurers 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 their agents. **You** are not required to disclose convictions which have been 'spent' under the terms of the Rehabilitation of Offenders Act 1974.

4) Marketing

Your Insurance Intermediary and its agents may use **Your** information to keep **You** informed by post, telephone, e-mail or other means about products and services which may be of interest to **You**. **Your** information may also be used for these purposes after **Your** policy has lapsed. If you do not wish **Your** information to be used for these purposes, please write to **Your** Insurance Intermediary.

5) Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Register

Insurers pass information to the Claims and Underwriting Exchange register ('CUE'), run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register ('MIAFTR'), run by the Association of British Insurers ('ABI'). The aim is to help Insurers to check the information provided and also to prevent fraudulent claims. When **Your** request for insurance is dealt with, the registers may be searched. Under the conditions of **Your** policy, **The Underwriters** must be told about any incident (such as an accident or theft) which may or may not give rise to a claim. Information relating to such incidents will be passed to the registers.

6) **Fraud Prevention, Detection & Claims History**

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file details with 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 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).

7) **Motor Insurance Database Data Protection/Continuous Insurance**

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 DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- (i) Electronic Licencing
- (ii) Continuous Insurance Enforcement
- (iii) Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- (iv) The provision of government services and or other services aimed at reducing the level and incident of uninsured driving.

If **You** are involved in a road traffic accident (either in the UK, the European Economic Area (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 in 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 in the MID at www.askmid.com

You can find out more about this from **Us**, or at www.mib.org.uk

You should show these notices to anyone insured to drive the vehicle covered under the policy.

8) **Driving Licence Number (DLN)**

For details relating to information held about **You** by the Driver and Vehicle Licencing Agency ("DVLA") please visit www.dvla.gov.uk

8.1 **How We will use Your data**

8.1.1 **Insurance Underwriting purposes**

Insurance Underwriting purposes i.e. to examine the potential risk in relation to **Your** (and/or a third party's) prospective policy so that we can:

- Provide **Your** (or any person included on the proposal) Driving Licence Number ("DLN") to the DVLA to confirm **Your** (or the relevant person included on the

proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of **Your** insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against **Your** (or another relevant person included on the proposal) driving licence.

- Search **Your** (or any person included on the proposal) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to **Your** 'No Claims Discount' entitlement. Such searches may be carried out against **Your** (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against **Your** (or another relevant person included on the proposal) driving licence.
- Searches may be carried out at point of quote and if an insurance policy is incepted at the renewal stage

8.1.2 Anti-fraud purposes

Anti-fraud purposes i.e. to detect and prevent fraudulent claims and/or activities by:

- Undertaking searches against **Your** (or any person included on the proposal) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps Insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against **Your** (or another relevant person included on the proposal) driving licence.
- Search **Your** (or any person included on the proposal) 'No Claims Discount' details against a No Claims Discount database ("NCD") to obtain information in relation to **Your** 'No Claims Discount' entitlement. Such searches may be carried out against **Your** (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode. A search of the DLN against the NCD should not show a footprint against **Your** (or another relevant person included on the proposal) driving licence.

8.2 How Your data will be processed

Your personal data will not be used for marketing. It will only be shared within organisations involved with the administration of **Your** insurance policy or as otherwise set out in this Data Protection Notice.

We will pass details of **Your** 'No Claims Discount' to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also the renewal stage of **Your** policy and upon or after cancellation of **Your** policy prior to the expiry date.

You should show these notices to anyone insured to drive the vehicle covered under the policy.

9) Data Protection

Your information may be disclosed to agents and service providers appointed by **Us** (such as claims handling agents, approved engineers and investigative agents). **Your** information may also be transferred to any country including countries outside the European Economic Area for the purpose of administration. On payment of a small fee of £15.00, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions or would like to find out more about this notice please contact Novitas Underwriting Agency plc who can provide **You** with the name and address of the relevant Data Protection Officer.

Endorsements

Important – this appendix forms part of the policy document. An **Endorsement** changes the cover provided by all or part of **Your** insurance. The **Endorsements** listed below are operative **ONLY** when shown in **The Schedule** under ‘**Endorsements Applicable**’.

When an **Endorsement** number in **The Schedule** is followed by:

- a) an amount, the specified **Endorsement** shall be limited to the amount shown.
- b) A motorcycle registration mark, the specified **Endorsement** shall apply solely to the motorcycle described.
- c) The name of a person or class of person, the specified **Endorsement** shall apply solely to that person or classes of person.

Endorsement No 5/M05 Damage Excess

We will not pay the amount shown on **The Schedule** for the first part of any claim **You** make under Section 3 (Damage to **Your Motorcycle**) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No 10 Protected No Claim Discount

Your premium has been reduced by the No Claim Discount applicable according to **Our** current scale. This will continue to apply until **You** become ineligible for No Claim Discount protection as a result of two or more claims arising in any five year period from the operative date of this **Endorsement**.

In the event of:

- a) Two claims occurring during such a five year period, No Claim Discount protection facility will be withdrawn at the renewal following the second claim
- b) Three claims occurring during such a period, No Claim Discount will reduce by two steps on **Our** current scale at the renewal following the third claim
- c) More than three claims occurring during such a five year period No Claim Discount will be completely disallowed

and the additional premium for Protected No Claim Discount will no longer be payable.

Endorsement No 12 Drink and Drugs Clause

If any accident happens when the person named against this endorsement is driving **Your Motorcycle** and as a result that person is convicted of an offence involving drink or drugs, **We** will only pay the amount needed by law.

Endorsement No 14 Damage, Fire and Theft Excess

We will not pay the amount shown on **The Schedule** for the first part of any claim **You** make under Section 3 (Damage to **Your Motorcycle**) and/or Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No 15 Voluntary Excess

In return for a reduction in the premium, **You** have agreed to pay the first amount shown against this **Endorsement** Number on **The Schedule** of any claim under Section 3 (Damage to **Your Motorcycle**) and/or Section 4 (loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No 16 Fire and Theft Excess

We shall not be liable to pay the first amount shown in **The Schedule** of any claim **You** make under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this Insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No 22 Diabetic/Epileptic Clause

If as a result of an **Accident** when the person(s) shown against this **Endorsement** Number on **The Schedule** is/are driving any **Motorcycle** covered by this insurance the cause or contributory cause of the **Accident** is the failure of such named person to properly carry out prescribed treatment or report for medical examination recommended by his/her Medical Advisor(s), the cover **We** provide in respect of any claim arising out of that **Accident** is limited to the minimum compulsory cover required by the relevant law.

Endorsement No 25 Excluding theft

We will not pay for loss or damage caused by **Theft** or attempted **Theft**.

Endorsement No 27 No Claim Discount Deleted

Section 5 of this Document headed "No Claim Discount" shall be considered deleted and is inoperative.

Endorsement No 29 Overnight Theft and Malicious Damage Warranty

Cover for Malicious Damage, **Theft**, Attempted **Theft** or The Unauthorised Taking Away of the **Motorcycle** only applies when **Your Motorcycle** is kept in a locked building between 10p.m. and 6a.m. (BST or GMT as applicable), when in the proximity of

- a) **Your** private dwelling house or
- b) any other address notified to **Us** and accepted by **Us** as the normal garaging address.

Endorsement No 54 Excluding Theft Unless Recognised Immobiliser Fitted

We will not pay any **Theft** claim under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this document unless the **Motorcycle** is fitted with a recognised immobiliser which is in full working order and which has been activated prior to the **Theft** occurring. It shall be a condition of **Us** paying any **Theft** claim that evidence of fitment must be supplied.

Endorsement No 57 Datatag

We will not pay any **Theft** claim under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this Document unless **Your Motorcycle** is fitted with Datatag equipment. It shall be a condition of **Us** paying any **Theft** claim that evidence of fitment must be supplied.

Endorsement No 59 Alpha Dot

We will not pay any **Theft** claim under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this Document unless **Your Motorcycle** is fitted with Alpha Dot equipment. It shall be a condition of **Us** paying any **Theft** claim that evidence of fitment must be supplied.

Endorsement No 78 Driving Other Motorcycles

Provided that a motorcycle does not belong to the person named or to **You** and is not hired to either under a hire purchase or leasing agreement unless such motorcycle is shown in **The Schedule** and such person has the owner's consent to ride it, cover will be provided to ride other motorcycles.

We do not cover

- a. **Damage, Fire and/or Theft cover.**
- b. Any accident which happens outside the United Kingdom
- c. Any liability if **You** no longer have possession of **Your Motorcycle**, if it has been damaged so much that it is not worth repairing, or it has been stolen.

Endorsement No 82/M82 Fire and theft excess

We shall not be liable to pay the first amount shown in the schedule of any claim you make under Section 4 (Loss of or Damage to **your Motorcycle** by Fire and **Theft**) of this Insurance. It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No 386 Motorcycle kept in Locked Building and Increased Excess

While **Your Motorcycle** is left **Unattended** at or in the proximity of:

- a) **Your** private dwelling house, or
- b) Any other address where **Your Motorcycle** is usually kept if this alternative address has been specifically agreed by **Us**

We will not pay **DOUBLE** the amount shown on **The Schedule** for the first part of any claim or damage caused by **Theft** or attempted **Theft** unless **Your Motorcycle** is in a locked private garage or building.

Endorsement No B0/MB0/B1/MB1 Riding Other Bikes

We will extend Section I (Liability to Third Parties) to cover **You** while **You** are riding a motorcycle **You** do not own (with the owner's permission), or have not hired or leased, as long as **You** are not covered by any other insurance. This cover only applies in the United Kingdom.

We do NOT cover:

- a) Any loss or damage to the vehicle **You** do not own.
- b) Any accident which happens outside the United Kingdom.
- c) Any accident which happens when the insurance is not in the name of one person.
- d) Any liability if **You** no longer have possession of **Your Motorcycle**, if it has been damaged so much that it is not worth repairing, or it has been stolen.
- e) Any liability under this insurance if the owner or keeper of the motorcycle **You** are riding has not arranged his or her own insurance on the motorcycle to cover his or her own liability to others.

Endorsement No E6/ME6 Protected No Claim Discount

Your premium has been reduced by the no claim discount applicable according to **Our** current scale. This will continue to apply until **You** become ineligible for no claim discount protection as a result of two or more claims arising in any three year period from the operative date on this **Endorsement**.

In the event of:

- a. two claims occurring during such a three year period, No Claim Discount protection facility will be withdrawn at the renewal following the second claim
 - b. three claims occurring during such a period, No Claim Discount will reduce by two steps on **Our** current scale at the renewal following the third claim
 - c. more than three claims occurring during such a three year period No Claim Discount will be completely disallowed
- and the additional premium for No Claim Discount Protection will no longer be payable.

Endorsement GA/MGA Ground Anchor

Section 4 [Loss of or Damage to **Your Motorcycle** by Fire and **Theft**] of **Your** policy booklet will not cover **Theft** or attempted **Theft** of **Your Motorcycle** while it is left unattended at **Your** home address or at any other address which **We** have agreed, unless **Your Motorcycle** is secured by an approved ground anchor (ABI Thatcham 3).

Endorsement M0/MM0 Tracker

It is a condition of **Your** policy that, from inception of **Your** policy, **Your** Motorcycle is fitted with an approved tracking/satellite device (please contact **Your** intermediary for details of approved devices), which has been notified and approved by Us. If **You** change **Your Motorcycle** in the future then an approved satellite/tracking device must be fitted to **Your Motorcycle** from the date **We** go on cover and again **We** must be notified and approve the device fitted. **We** will not provide cover under Section 4 [Loss of or Damage to **Your Motorcycle** by Fire and **Theft**] of **Your** policy in respect of **Theft** or attempted **Theft** of **Your Motorcycle** unless:

- a) it has been fitted with an approved tracking/satellite system and a copy of the installation certificate has been sent to us with **Your** claim form; and
- b) the device was activated and working efficiently at the time of loss; and
- c) all subscriptions are paid up to date; and
- d) the tracking/satellite company is notified of the loss within four hours of **You** or any authorised person in control of **Your Motorcycle**, discovering that it has been stolen.

Endorsement No M7/MM7 Immobiliser Fitted

It is a condition of **Your** policy that, from inception of **Your** policy, **Your Motorcycle** is fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2) which has been notified and approved by **Us**. If **You** change **Your Motorcycle** in the future then an approved alarm and immobilisation device (ABI Thatcham 1) and/or an approved immobilisation device (ABI Thatcham 2) must be fitted to **Your Motorcycle** from the date **We** go on cover and again **We** must be notified and approve the device fitted. **We** will not provide cover under Section 4 of your policy in respect of **Theft** or attempted **Theft** of **Your Motorcycle** unless: -

- a) it has been fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2). If the above were not fitted by the vehicle manufacturer then a copy of the installation certificate has to be sent to **Us** with **Your** claim form; and
- b) the device was activated and working efficiently at the time of loss; and
- c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to **Your Motorcycle** have to be submitted intact to **Us** with **Your** claim form.

Endorsement No M8/MM8 Warranted Secondary Security

Your Motorcycle must be fitted with a secondary security device, such as a D lock, disc lock, padlock and chain, immobiliser or other similar device. If **You** do not do this **We** may not deal with **Your** claim.

Endorsement M15/MM15 Noting interest of registered owner

Your Motorcycle is owned by the Person or Organisation named on **The Schedule**.

Endorsement M23/MM23 – Comprehensive Cover on Trailer/Caravan

We will cover a trailer up to the value shown in **The Schedule**. **We** will not pay (except under the Road Traffic Acts) for any accident or damage caused by heating, lighting or cooking apparatus. Also **We** will only be liable for fixtures and fittings supplied with the trailer when it was new. When the trailer is not attached to **Your Motorcycle**, **We** will only provide cover if the trailer is properly secured.

Endorsement M55/MM55 – Use in Eire

You are covered to use your motorcycle in Eire.

M5C/MM5C – Spare Part & Accessories Cover

The cover provided under sections 3 and 4 of **Your** policy booklet in respect of spare parts and accessories fitted to **Your Motorcycle** is unlimited in amount but **We** will not pay the amount of excess which applies to these sections. Exclusion 2) to sections 3 and 4 of your policy booklet does not apply.

Endorsement No R6/MR6 Garaging Warranty

While **Your Motorcycle** is parked at or in the proximity of:

- **Your** private dwelling house, or
- Any other address where **Your Motorcycle** is usually kept if this alternative address has been specifically agreed by **Us**

Cover for theft or attempted theft is restricted to loss or damage occurring while **Your Motorcycle** is in a locked private garage or outbuilding.

Endorsement No R9 Ungaraged vehicle theft excess

While **Your Motorcycle** is parked at or in the proximity of:

- **Your** private dwelling house, or
- Any other address where **Your Motorcycle** is usually kept if this alternative address has been specifically agreed by **Us**

We will not pay DOUBLE the amount shown on the schedule for the first part of any claim for loss or damage caused by **Theft** or attempted theft unless **Your Motorcycle** is in a locked private garage or outbuilding.

Endorsement No V6/MV6 Warranted mechanical immobiliser

Your Motorcycle must be fitted with an approved mechanical immobiliser and it must be operational when **You** leave **Your motorcycle**. If **You** do not do this **We** will not deal with **Your** claim.

Endorsement No X1 Compulsory Excess

We will not pay the amount shown on **The Schedule** for the first part of any claim **You** make under Section 3 (Damage to **your Motorcycle**) and/or Section 4 (Loss of or Damage to **your Motorcycle** by Fire and Theft) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No X2 Voluntary Excess

In return for a reduction in the premium, **You** have agreed to pay the first amount shown against this **Endorsement** Number on the schedule of any claim under Section 3 (Damage to **your Motorcycle**) and/or Section 4 (loss of or Damage to your Motorcycle by Fire and Theft) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement No X3 Motorcycle Security Requirements

In respect of each and every occurrence **We** shall not be liable under Section 4 of this policy for loss or damage to the motorcycle caused by **Theft** unless

- a. Between 10 pm and 6 am (BST or GMT as applicable) **Your Motorcycle** is kept in a locked building when **Your Motorcycle** is in the proximity of
 - i. **Your** private dwelling house
 - ii. any other address where **Your Motorcycle** is usually garaged and which has been advised to **Us** and accepted by **Us**
- b. One of **Our** approved alarms/immobilisers has been fitted to **Your Motorcycle**.

Endorsement No X4 Agreed Value

Your Motorcycle is insured on an agreed value basis. This means that, regardless of what may be stated in Sections 3 or 4 of your policy booklet, the insured value is agreed as the replacement value of **The Insured Motorcycle** provided that the last declared value reflects its true current condition. If the condition of **Your Motorcycle** at the time of the loss is found to be significantly different from that described on the last declared valuation, then this policy will revert to a **Market Value** basis.

Endorsement G. Garaged Overnight

Cover for malicious damage, **Theft**, attempted theft or the unauthorised taking away of **Your Motorcycle** only applies when **Your Motorcycle** is kept in a locked building between 10 p.m. and 6 a.m. (BST or GMT as applicable), when within half a mile of i) **Your** private dwelling or ii) any other address where **Your Motorcycle** is garaged and about which **You** have told **Us**.

Endorsement CXS. Compulsory Excess

We will not pay the amount shown against this endorsement in **The Schedule** for the first part of any claim **You** make under Section 3 (Damage to **Your Motorcycle**) and/or Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this insurance.

It is agreed that the amount shown is additional to any other amount for which **You** may be responsible under this insurance.

Endorsement VXS. Voluntary Excess

In return for a reduction in the premium, **You** have agreed to pay the first amount shown against this **Endorsement** in **The Schedule** of any claim under Section 3 (Damage to **Your Motorcycle**) and/or Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**). The amount shown is additional to any other amount for which **You** may be responsible.

Endorsement TAG. Datatag

We will not pay any **Theft** claim under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this Policy Document unless **Your Motorcycle** is fitted with Datatag equipment. It shall be a condition of **Us** paying any **Theft** claim that evidence of fitment must be supplied.

Endorsement ALM. Excluding Theft Unless Immobiliser Fitted

We will not pay any **Theft** claim under Section 4 (Loss of or Damage to **Your Motorcycle** by **Fire** and **Theft**) of this Policy Document unless **Your Motorcycle** is fitted with a recognised immobiliser which is in full working order and which has been activated prior to the **Theft** occurring. It shall be a condition of **Us** paying any **Theft** claim that evidence of fitment must be supplied.

Endorsement PB. Protected No Claim Discount

As long as **You** have paid the extra premium at the start of **Your** policy or when **You** renew it then Section 5 – No Claim Discount will be replaced with:

If **Your** policy has earned at least 5 years no claim discount, **You** will not lose this discount unless **You** make more than two claims over three years consecutively.

If **You** do make more than two claims during this period, **Your** No Claim Discount will be reduced as follows:

- If **You** make three claims, **Your** no claim discount will be reduced to one year.
- If **You** make more than three claims, **Your** no claim discount will be reduced to nothing

Your no claim discount cannot be transferred to anyone else.

Endorsement PP/MPP Pillion Use

You have notified **Us** that **You** will not be carrying a pillion passenger on **Your Motorcycle** at anytime during this policy of insurance and **We** have provided **You** with a discount in premium. In any circumstance where a pillion passenger is carried on **Your Motorcycle** Section 3 [Damage to **Your Motorcycle**] of **Your** policy booklet will NOT be in force.

Endorsement F. Motorcycle Kept in Locked Building and Increased Excess

If a **Theft** or attempted **Theft** occurs within half a mile of **Your** home or other normal garaging address when **Your Motorcycle** is not in a locked building, the **Excess** amount specified in **The Schedule** under CXS and VXS will be doubled.

Endorsement J. Limited Mileage

This Policy will not cover any **Accident**, loss or damage if during the period of insurance **Your Motorcycle** has exceeded 5000 miles.

Endorsement L. Limited Mileage

This Policy will not cover any **Accident**, loss or damage if during the period of insurance **Your Motorcycle** has exceeded 3000 miles.

Endorsement P. Protected No Claim Discount

As long as **You** have paid the extra premium at the start of **Your** policy or when **You** renew it then Section 5 – No Claim Discount will be replaced with:

- i) If **Your** policy has earned 4 years no claim discount, **You** will not lose this discount unless **You** make more than two claims over three years consecutively, when all discount will be lost; or
- ii) If **Your** policy has earned at least 5 years no claim discount, **You** will not lose this discount unless **You** make more than two claims over three years consecutively. If **You** do make more than two claims during this period, **Your** No Claim Discount will be reduced as follows:
 - If **You** make three claims, **Your** no claim discount will be reduced to one year.
 - If **You** make more than three claims, **Your** no claim discount will be reduced to nothing

Your no claim discount cannot be transferred to anyone else.

How to Claim

Contact **Your** Insurance intermediary/advisor as soon as possible after the incident has occurred. Their details can be found on **Your Schedule**. They will advise **You** on the claim procedure and give **You The Underwriters** telephone number to call to report the matter.

Alternatively, **You** can secure the claim telephone number from the Novitas web site:

www.novitas.co.uk

If damage to **Your Motorcycle** is covered, an inspection of the vehicle will normally be arranged. It will help if **You** can have the full address and telephone number of the vehicle's location to hand when telephoning.

Should **You** receive any correspondence from another party involved in an incident, please forward this to Novitas or **The Underwriters** unanswered as soon as possible. Recent reforms to the civil justice system give Insurers very little time in which to respond, so please don't delay.

Remember that **Your** insurance is designed to protect **You** following an incident or other insured loss. It will not compensate **You** for unnecessary or unreasonable costs caused by **Your** delay in reporting an incident or in forwarding any correspondence from another party. It is therefore in **Your** own interests to report any incident as soon as possible.

IMPORTANT

Please take the time to read your policy wording, together with the Certificate of Motor Insurance and Schedule, to make sure that you have the protection you need.

The use of a secondary security device, such as a D lock, disc lock, padlock and chain, immobiliser or other similar device is **COMPULSORY under this insurance policy if cover for theft is to be provided.**

www.novitas.co.uk



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