

ABOUT YOUR MOTOR CYCLE INSURANCE

We are delighted to welcome you as a motor cycle customer. This policy has been arranged by your insurance adviser through a special relationship using the expertise of Access Underwriting to underwrite sports motor cycle insurance on behalf of KGM Motor Policies at Lloyd's, who are authorised and regulated by the Financial Services Authority.

Insurance Schedule

This document should be read in conjunction with the schedule attached and, if incorrect, returned immediately to your insurance broker/agent for amendment. Any other alterations required to the insurance should also be notified to your insurance broker/ agent.

Changes in Circumstances

Your policy has been based on the information you provided in the proposal form. You must immediately tell your Insurance agent of any changes to this information, including:

- All accidents, no matter how small they are.
- Change to your employment.

You should also tell your insurance adviser

Before you need cover if you:

- Change your motor cycle.
- Modify your motor cycle in any way from the manufacturer's standard specification.
- Require other riders to be included in the insurance.
- Change your address.

When you renew your policy:

- If you are awaiting prosecution for any motoring offence.
- If you have been prosecuted for any motoring offence.
- If a notifiable medical condition has arisen within the past year.
- Of any other information which may affect the assessment or acceptance of your renewal. If you do not provide us with such information, you may invalidate your policy.

Foreign Travel

Your policy provides you with the minimum cover you require to use your motor cycle abroad in any European Union approved country. Your policy may also provide full policy cover for travel to these countries for up to 30 days. Please refer to Section 4 of this document for details.

Making a Claim – Call 08702 410435

If you are involved in an incident which may give rise to a claim, please ensure that you read the Conditions on pages 10 and 16 of this document. You can call the Claims Recovery Service, our 24 hour claims notification and management service, to discuss and agree the appropriate action. You can also call your insurance agent for assistance.

If you are involved in an accident:

- Do not admit the accident was your fault, even if you think it is.
- Get the names and addresses of any witnesses if you can.
- Report the details to the Claims Recovery Service as soon as possible.

Customer Care

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to the Dispute Procedure on page 17 of this document.

Alteration Charges

If you make any alteration to this insurance which results in a premium change, we will charge an administration fee not exceeding £20 or as otherwise advised. Cancellation charges will be made and these should be no more than £35.

Payment of Premium by Instalment

If you have agreed to pay your premium by instalments, the following will apply:

- a) If you do not pay an instalment when it is due, your cover will immediately be reduced to the minimum needed under the Road Traffic Act.

If you do not pay the instalment when it is asked for again, or if the instalment instruction has been cancelled for any reason, you must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice.

If you do not pay the amount you owe within these 7 days, we will cancel the remaining cover under this insurance by sending you 7 days' notice as shown in General Condition Cancellation on page 15 of this document. You must then immediately return your certificate of motor insurance to us.

- b) If your motor cycle is written off or is stolen and not recovered before you have paid all your instalments, and we agree to pay your claim, the amount you owe for the year's premium will be taken from the claim payment.
- c) If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalments due for that year. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.

CLAIMS RECOVERY SERVICE YOUR 24 HOUR CLAIMS SERVICE 08702 410435

Your policy includes the Claims Recovery Service, our 24 hour claims management service.

In the event of an accident, or to report any loss or damage to your motor cycle, please call 08702 410435

Depending on the cover afforded by your policy, one telephone call provides for:

- 24-hour claims reporting, 365 days a year.
- Roadside recovery, if your motor cycle not rideable or you are unable to ride it.
- Collection of your motor cycle for repair.
- Guaranteed repairs by approved repairers.

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MOTORCYCLE DOCUMENT

You have taken out insurance with us (KGM Motor Insurance) and this document is a legally binding contract of insurance.

We have used the information provided to us on the statement of information and declaration in entering into this Insurance.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and/or in any endorsements attached for the period for which you have paid our premium.

This insurance contract is written in English and is subject to English Law. All communications about it will be conducted in English.

This document has been issued by KGM Motor Insurance under the authority granted by the Underwriting Byelaw (No. 2 of 2003).

A handwritten signature in black ink, appearing to be 'C Hart', written in a cursive style.

**C Hart – Director
KGM Underwriting Agencies Ltd**

Authorised and regulated by the Financial Services Authority

DEFINITIONS

KGM Motor Insurance

The Underwriters who will only pay their share of a claim and who are part of Lloyd's Syndicate No. 260. If you want to know all their names and what percentage they will pay write to us quoting the document number shown on the schedule and the year you started the insurance.

KGM Underwriting Agencies Limited

KGM Underwriting Agencies Limited is a registered managing agent at Lloyd's which is authorised and regulated by the Financial Services Authority.

The Schedule

The document which shows details of you, your motorcycle and the insurance cover you have which is attached to this document.

Your Motorcycle

The motorcycle shown on the current Road Traffic Act Certificate of Insurance.

The Cover provided

Please note the table below which indicates the sections of this policy booklet which apply to you dependent on the level of insurance cover in force:

Cover	Sections applicable
Comprehensive	All sections apply
Third Party, Fire and Theft	1,3,4,5,6
Third Party Only	1,4,5,6
Fire and Theft Only	3
Damage, Fire and Theft	2,3

- **Accessories** – any spare part or equipment not fitted to your vehicle by the manufacturer at the time of manufacture.
- **Agreed Value** – where the value of your insured vehicle has been agreed to by us at inception of policy.
- **Certificate of Insurance** – provides legal evidence that the minimum insurance cover is in force, confirms who may drive the insured vehicle, how they may use it and the period of time over which this insurance applies.
- **Communications Equipment** – any device that could be used for communication purposes, e.g. a mobile phone.
- **Endorsements** – to be read in conjunction with your insurance certificate, schedule and policy wording, which may replace or extend wording contained within these documents.
- **Excess** – the contribution made by you towards a claim under this insurance.
- **Fire** – damage to the insured vehicle caused by fire, self-ignition, explosion or lightning.
- **Garage** – a permanent structure, comprising of three brick-built sides, a roof and a securable door entrance.

DEFINITIONS continued

- **Green Card** – extends the minimum cover which applies under this policy to certain countries that are **not** signatories to the Multilateral Agreement, which provides the equivalent minimum Road Traffic Acts cover in that country.
- **Market Value**– the cost of replacing your vehicle at the time of loss or damage with one of a similar make, model, age, mileage and condition.
- **Minimum Cover** – the minimum level of cover provided to satisfy the Road Traffic Acts, in terms of third party property damage and third party injury liability.
- **Policy Schedule** – the document which details the vehicle covered under your policy and the cover which applies.
- **Pro Rata** – where a calculation is made proportionately.
- **Renewal Premium** – the premium due by us upon expiry of the policy purchased (usually twelve months in duration).
- **Road Traffic Acts** – any acts, laws or regulations which govern the driving or use of any motor vehicle within the United Kingdom.
- **Territorial Limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.
- **Theft** – where the vehicle is taken without your permission.
- **United Kingdom** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

SECTION 1. LIABILITY TO OTHERS

What is covered

- Legal liability for the death of or bodily injury to any person and damage to property as a result of the following:
 - You using or riding your motorcycle.
 - You, if permitted to do so by your Certificate of Insurance, riding a motorcycle with the owners permission which is not owned, hired, leased or rented to you. Cover does not include damage to or loss of the motorcycle you are riding and is not operative outside the UK or when you no longer own your own motorcycle.

We will also cover

- The legal personal representatives of any person who has died and was covered by this insurance.
- Legal costs of Third Parties.
- Any other legal costs and expenses incurred with the Underwriter's prior consent.

What is not covered

- Damage to property in excess of £20,000,000 in respect of any one claim or a number of claims arising out of one cause and associated costs in excess of £5,000,000.
- Death of or injury to the person riding your motorcycle or in charge of for the purpose of riding.
- Loss or damage to any motorcycle or property owned by you or by the person riding your motorcycle.

SECTION 2. ACCIDENTAL DAMAGE

What is covered

- Damage to your motorcycle caused in an accident or malicious damage.

(See Special Conditions on page 10)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Compensation or expenses as a result of you not being able to use your motorcycle or the cost of hiring alternative transport.
- Any reduction in the value of your motorcycle following damage or repair.
- The cost of repair, replacement or improvement of any parts of your motorcycle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your motorcycle which have not been previously disclosed.
- Damage by frost unless the engine has been completely drained of all water or anti freeze has been added as recommended by the motorcycle manufacturer.
- Damage to the motorcycle due to the impounding or destruction by an authorised authority.
- Loss or damage to your motorcycle if it is taken or ridden without your permission by any member of your family or partner, anyone living in your home, or anyone known to you.
- Damage to your motorcycle unless you take all reasonable precautions to safeguard it.
- Damage to any audio equipment fitted to or carried on the motorcycle.
- Damage or loss arising from your motorcycle being filled with the incorrect fuel.
- The cost of repairing non-standard paint-work, finish or engravings on your motorcycle over and above the cost of manufacturers standard paint-work or finish.
- Damage to your motorcycle when it is unattended unless the keys are removed.
- Damage to your motorcycle if it is being used or ridden outside the United Kingdom unless the use of the motorcycle complies with Section 4 – Foreign Travel & Geographical Limits.
- Damage to any clothing including a helmet.

What you pay

- The amount shown as the excess on your policy schedule. If no amount is shown, you will have to pay the first £200.

SECTION 3. FIRE AND THEFT

What is covered

- Loss of or damage to your vehicle caused by:
 - A. Fire.
 - B. Theft or any attempted theft provided you notify the police at once.

(See Special Conditions on page 10)

What is not covered

- Wear, tear or depreciation.
- Mechanical, electrical, electronic or computer failure breakdown or breakage.
- Loss of or Damage to your motorcycle or any spare parts or accessories as a result of trickery or deception including releasing the insured motorcycle to a purported purchaser of the motorcycle without first receiving cleared funds in payment.
- Loss of the proceeds of the sale of your motorcycle.
- Compensation or expenses as a result of you not being able to use your motorcycle or the cost of hiring alternative transport.
- Any reduction in the value of your motorcycle following damage or repair.
- The cost of repair, replacement or improvement of any parts of your motorcycle not actually damaged.
- The cost of repair or replacement of any non standard parts fitted to your motorcycle which have not been previously disclosed.
- Loss of the motorcycle due to the impounding or destruction by an authorised authority.
- Loss or damage caused by any malicious act.
- Loss or damage to any audio equipment fitted to or carried on the motorcycle.
- The cost of repairing non-standard paintwork, finish or engravings on your motorcycle over and above the cost of manufacturers standard paint-work or finish.
- Loss or damage to your motorcycle if it is taken or ridden without your permission by any member of your family or partner, anyone living in your home, or anyone known to you.
- Loss or damage caused by theft or attempted theft when your motorcycle is unattended unless the keys are removed.
- Loss of accessories or spare parts from your motorcycle unless it is in a garage at your home address or the motorcycle itself is stolen the limit of cover then being £100.
- Loss or damage to your motorcycle unless you take all reasonable precautions to safeguard it.
- Loss or damage to your motorcycle if it is being used or ridden outside the United Kingdom unless the use of the motorcycle complies with Section 4 – Foreign Travel & Geographical Limits.
- Loss or damage to any clothing including a helmet

SECTION 3. FIRE AND THEFT continued

What you pay

- The amount shown as the excess on your policy schedule. If no amount is shown you will have to pay the first £200.

SPECIAL CONDITIONS

APPLYING TO SECTIONS 2 AND 3

Recovery

- If the motorcycle cannot be ridden because of damage covered by this insurance we will pay the reasonable cost of transporting it to the nearest competent repairer. We will not be responsible for any further damage caused by riding or attempting to ride the motorcycle in a damaged or unroadworthy condition.

Repairs

- We will choose whether to repair or replace your motorcycle or pay you an amount for the loss or damage.
- Underwriters reserve the right to use Thatcham Approved or similar matched parts where appropriate. In the event of the total loss or destruction of the motorcycle where the value on your policy schedule is:
 - Market Value - we will pay you the market value of the motorcycle at the time of the accident up to but not more than the value shown on the schedule.
 - Agreed Value - we will pay you the value shown on the schedule.
- We will not pay you more than the declared value of the motorcycle.
- If we know you are still paying for your motorcycle under a Hire Purchase or Leasing agreement and we choose to make a payment for the total loss or destruction of your motorcycle we will make a payment to the finance company representing the amount outstanding.
- If a replacement for any damaged accessory or part of the insured vehicle is not available, we will pay the list price most recently published in the United Kingdom of the accessory or part. We may use accessories or spare parts, including recycled parts, which are not made or supplied by the manufacturer of your motorcycle but are of a similar type and quality to the parts we are replacing. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importing such an item into the United Kingdom.
- In the event of a total loss the insurance for your motorcycle will cease when you accept the offer of settlement. We may decide to let the insurance continue on a replacement motorcycle.

Salvage

- In the event of a total loss of the vehicle all salvage will be retained by us to ensure correct disposal in accordance with the current regulations.

SECTION 4. FOREIGN TRAVEL AND GEOGRAPHICAL LIMITS

What is covered

- Loss, damage or liability as shown in the schedule whilst your motorcycle is being used within the United Kingdom or being transported by sea or rail including loading and unloading within the territorial limits of the United Kingdom.
- The minimum cover required to comply with the law in any country where the United Kingdom have signed the Multilateral Agreement with those countries to provide the equivalent minimum Road Traffic Acts cover. At the time of publication, those countries where this is in place are: Austria, Andorra, Belgium, Bulgaria*, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania*, Slovakia, Slovenia, Spain, Sweden and Switzerland.

*A Green Card may still be required for Bulgaria and Romania. Please contact your insurance intermediary/broker for further assistance.

What is not covered

- Any Loss or Damage to your motorcycle whilst outside the United Kingdom, unless such use complies with that outlined below under the heading "Additional Cover".
- Any amount which we would have to pay may vary from country to country and therefore, should this exceed that which would be paid within the United Kingdom we would seek to recover this from you.

Additional cover

- Cover will automatically be extended to that shown in the schedule within the countries where minimum cover is available (as outlined above) for a period of travel not exceeding 30 days, subject to:
 - 14 days notice of your intention to travel abroad.
 - Your permanent home being in the United Kingdom.
 - Your visits to countries outside of the United Kingdom being of a temporary nature.
 - A Green Card will not be issued as evidence of this additional cover applying abroad. The certificate and policy must accompany you on any journey abroad.
 - If you require a Green Card as evidence of this additional cover, an administration fee will be charged.
 - The cover will also apply while your motorcycle is being transported to these countries by road, rail or ferry as long as the journey lasts less than 65 hours.

SECTION 5. LEGAL DEFENCE

What is covered

- Legal representation for you (or anyone riding your motorcycle with your permission) at any inquest, inquiry or any Magistrates/Crown court hearing in the United Kingdom resulting from any accident likely to give rise to a claim under the policy.

What is not covered

- Any costs incurred without prior notification and consent.
- Any representation for defending a charge of Causing Death by Dangerous Driving or Manslaughter if the person riding your motorcycle is under 21 years of age or was driving under the influence of drink or drugs.

SECTION 6. NO CLAIM DISCOUNT

If you have not made a claim during the period of insurance immediately before a renewal, you will be rewarded with a discount on your renewal premium.

Should you make a claim during the period of insurance immediately before a renewal and you have earned a no claims discount previously, this will be reduced as outlined below:

No claim discount level prior to claim	No claim discount level following a claim
0	0
1	0
2	0
3	1
4+	2

If your Policy Schedule states PNCD your no claim discount is protected and will not be reduced.

The no claim discount applies to the policy and will not apply separately to each motorcycle if more than one is covered under the policy.

This discount does not apply to all policies as some premiums are calculated without the inclusion of such a discount.

You may not transfer your No Claim Discount to anyone else.

GENERAL EXCLUSIONS

Use and Riders

- We will not pay for any loss, damage or liability caused in the following circumstances:
 - While your motorcycle is being used for a purpose not permitted on your Certificate of Insurance.
 - While your motorcycle is being used in any race, rally, competition, trial or similar motoring event.
 - While your motorcycle is being ridden or used on any race, rally, test circuit or on any off road course or ground or for any purpose on a race track or private or public circuit whatsoever.
 - While your motorcycle is being ridden by you or is in the charge of any person, for the purpose of riding, who is not permitted to ride as shown on your Certificate of Insurance.
 - While your motorcycle is being ridden by you or is in the charge of any person, for the purpose of riding, who is disqualified from driving or does not hold a valid driving licence.
 - While your motorcycle is being ridden by you or is in the charge of any person, for the purpose of riding, who holds a provisional or restricted driving licence and is not complying with the terms of the licence.
 - While your motorcycle is being ridden by, or is in the charge of, for the purpose of riding, any person without your permission.

(However we do cover use for overhaul, upkeep or repair by any member of the motor trade as long as they are permitted to ride as shown on the Certificate of Insurance.)

Safety and Security

- We will not pay for any loss, damage or liability if:
 - your motorcycle is in an unsafe, damaged or unroadworthy condition.
 - you do not have a valid MOT test certificate when the law says you must have one.
 - your motorcycle is being driven with a load or a number of passengers which is unsafe.
 - your motorcycle is carrying an insecure load.
- We will not pay for any loss or damage to your motorcycle unless you take all reasonable precautions to safeguard it.
- We will not pay for any loss or damage if your motorcycle is not securely locked and the keys removed when it is unattended.

Other Contracts

- We will not pay for any liability you have under an agreement or contract unless you would be liable if the agreement or contract did not exist.

War, Earthquakes, Riots, Terrorism

- We will not pay for any loss, damage or liability that is directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, act of terrorism, riot or similar event, confiscation or nationalisation by any government or other authority.
- We will not pay for any loss, damage or liability directly or indirectly caused by earthquake.
- We will not pay for any loss, damage or liability directly or indirectly caused by terrorism. "Terrorism" is as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

Nuclear/Radioactive Contamination

- We will not pay for loss, damage or liability directly or indirectly caused by:
 - ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste.
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

Pollution

- We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination.

Airport Use

- We will not pay for any loss, damage or liability arising while your or any other motorcycle covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the Customs examination areas of international airports.

Sonic Bangs

- We will not pay for loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

Criminal Acts

- We will not pay for any loss, damage or liability caused while your motorcycle is being used by you or any insured person for any criminal activity.

GENERAL CONDITIONS

Other Insurance

- If any other insurance covers you for the same loss, damage or liability we will only pay a share of the claim.

Disclosure of Information

- The policy has been issued to you on the understanding that all the answers given on the statement of information have not been misrepresented, either intentionally or unintentionally.
- Renewal of the insurance is invited on the same basis and if there has been any alteration in your circumstances you must tell us about any changes immediately.
- If the information provided to us is incorrect or not truthful we will not be liable to pay any claim and cover may be voided from inception/last renewal.

Your Responsibility

- You will only have the cover provided by this insurance if you and any other person insured has kept to all the terms and conditions in this document and any attached endorsements.
- It is a condition of the policy that you supply such details of the vehicle whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

Cancellation

- We or our authorised agents may cancel this insurance by sending you 7 days notice by recorded delivery to your last known address. You must return the current Certificate of Insurance to us and upon receipt of this we will refund the unexpired portion of the annual premium to you. Not to return the current Certificate of Insurance when requested is an offence.
- You or your authorised agents may cancel this insurance at any time by returning the Certificate of Insurance to us. If there has not been any claim in the current period of insurance a refund will be made based on the annual premium in accordance with the following scale:

	PERIOD IN FORCE	REFUND
Up to	1 month	75%
	2 months	60%
	3 months	50%
	4 months	40%
	5 months	30%
	6 months	25%
	7 months	20%
	8 months	10%
	Over 8 months	No refund

- **YOUR RIGHT OF CANCELLATION**

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed and this commences from either: The day of conclusion of the contract or the day on which you receive the full terms of the insurance contract detailing the full contractual terms, conditions and information of the contract, whichever is the later. A pro rata charge will be made for this period of cover. The Certificate of Insurance must be returned.

Claims

- You must tell us without delay about any event that could lead to a claim.
- You must immediately send us unanswered any letter, claim, writ or summons you receive together with a completed accident report form. You must give us all the information and assistance we require to deal with the claim and you or the driver must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
- We are entitled to take over, defend or settle any claim in the name of you or any person covered by this insurance and we are entitled to take legal action in your name or in the name of any person covered by this insurance to recover any payments we make.
- Should we refuse indemnity in respect of an accident due to any omission, misstatement or non disclosure, but have a liability under the Road Traffic Act, then we reserve the right to settle such claims or judgments, without prejudice to our position under the policy, and thereafter seek reimbursement of all payments made.
- We will not pay for any loss, damage or liability if you or any person makes a claim that is fraudulent or exaggerated or makes a false statement or provides false documents to support a claim.
- All claims in respect of Damage to any Windscreen or Window Glass should be notified to our approved glass replacement service.
- **FINANCIAL SERVICES COMPENSATION SCHEME**
In the event that the KGM Motor Insurance is unable to meet its liabilities and pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on the FSCS website www.fscs.org.uk

If you wish to make a complaint about any aspect of your insurance please contact:

**The Risk & Compliance Director
KGM Motor Insurance
KGM House
George Lane
London
E18 1RZ**

KGM Motor Insurance has internal complaint guidance for customers that are available upon request.

In the event that you remain dissatisfied you can refer the matter to the Complaints Department at Lloyd's. The contact details are:

**Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA**

**Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com**

Complaints that cannot be resolved by the Complaints Department may be referred to:

**The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

Tel: 0845 080 1800

Further details will be provided at the appropriate stage of the complaint process.

The complaints procedure is without prejudice to your rights to take legal proceedings.

KGM Motor Insurance is a brand name of KGM Underwriting Agencies Limited which is authorised and regulated by the Financial Services Authority.

ENDORSEMENTS

The endorsements shown below only apply if they are mentioned specifically in your schedule. If an endorsement number in the schedule is followed by an amount the specified endorsement will be limited to that amount or motor cycle.

01. Employer's Premises Cover

Within the limits of Section 1 of this policy, we will cover any company or organisation shown in the current schedule for accidents that happen while any motor cycle for which we provide cover [other than a motor cycle belonging or hired to the employer] is entering, leaving or standing in any premises under the jurisdiction of the Employer.

02. Corporate Loan Agreement Interest

The company or organisation shown in the schedule has a financial interest in your motor cycle because of a loan agreement with them.

03. Noting Owner's Interest

The person or people named in the schedule have an interest in your policy as owner of your motor cycle.

04. Garage Clause

Sections 3 of this policy will not cover you for theft of, your motor cycle unless your motor cycle is kept in a locked garage or other locked building agreed by us, either at your home address or other declared and agreed garaging location, when it is not being used.

05. Electronic Immobilisation Clause

Section 3 of this policy will not cover you for theft of your motor cycle unless:

Your motor cycle was fitted with an approved electronic alarm and/or immobiliser, which was armed and functioning correctly at the time of the theft.

When you make a claim you send in all of the keys for the device and a copy of the certificate of installation.

06. Mechanical Immobilisation Clause

Section 3 of this policy will not cover you for theft of your motor cycle unless:

- a) your motor cycle is secured by an approved d-lock, u-lock, shackle lock or chain lock when garaged and out of use at your home address or other declared and agreed location or when parked away from the home address.
- b) your motor cycle is secured by an approved wall or ground anchor (and chain lock where this is required and not supplied as part of the wall or ground anchor) when garaged and out of use at your home address or other declared and agreed location.

When you make a claim you send in all of the keys for the device(s).

07. Standard Parts Replacement

The amount we will pay for loss of or damage to your motor cycle under Sections 2 and 3 of this policy is limited to the cost of reinstatement to the Manufacturer's standard specification only.

08. Pillion Passenger Warranty

You have declared that you will not carry pillion passengers on your motor cycle.

Cover under Section 1 of this policy where it relates to pillion passengers is therefore inoperative and shall not apply.

09. Limited Mileage

You have agreed that the annual mileage ridden on your motor cycle will be restricted to or less than the amount shown against this endorsement number in your schedule.

You must notify us of the milometer reading at inception of your policy, when you change your motor cycle and when your policy is renewed.

10. Specialised Paintwork

In the event of a claim under Sections 2 and 3 of this policy, we will pay up to the sum of £500 for reinstating specialised paintwork, including any engraving or precious metals, on your motorcycle.

UNINSURED LOSS RECOVERY AND OTHER SERVICES

As a benefit of insuring your motor cycle, Access Underwriting has arranged the following services with The Claims Recovery Service Co. Limited:

Help recovering uninsured losses

No matter what level of insurance you have your insurance and will not cover you against the potentially substantial losses following a road traffic accident.

If you are involved in an accident that is not your fault we will take the appropriate steps to recover any uninsured losses you may have and if necessary, with your authorisation, appoint one of our panel solicitors who specialise in road traffic accidents to act on your behalf.

What to do following a non fault accident:

It is your responsibility to obtain full details of the third party involved in the collision. You should obtain a name and address, registration number and the name and policy number of their insurance company (an agent/broker name is not sufficient).

If your motorcycle is immobilised following the accident, we can arrange recovery and storage for you. Please contact us immediately by telephone: **0870 241 0435**. We will take details of your claim and notify your insurance broker on your behalf. You must also advise your insurance company of the incident, no matter what level of cover you have with them.

Comprehensive cover: Your motor cycle is covered by your policy, call the Claims Recovery Service on **0870 2410435** to arrange the inspection of the vehicle and then for the repairs to commence or for the write off value to be agreed. We can provide a replacement hire vehicle during the repair if required. Most people have an excess on their policy – please let us have your receipt and we will claim this back from the third party's insurance company.

Third Party Fire & Theft Cover: As technically you have not insured your own vehicle for accident damage, any loss following an accident is an uninsured loss. If your vehicle is not roadworthy we will arrange for it to be inspected by an independent assessor. If repairable, your vehicle will be collected by one of our panel of repairing garages who are prepared to wait for payment until your claim is settled. The third party insurers will settle their account. You are entitled to be indemnified by the third party insurers. You will be provided with a replacement hire vehicle for the period of the repair.

Replacement hire motor cycle

If your vehicle has been rendered immobile or unroadworthy following a non fault accident, we can arrange for a replacement hire vehicle to be made available to you as quickly as possible. We can arrange this with you or your broker over the telephone the same day if required, depending on the accident circumstances and full third party details being obtained. We use several reputable hire companies who will provide you with a vehicle equivalent to your own. This will be delivered to you in order that you are not inconvenienced any further. You may be required to pay a petrol deposit, which will be returned when the vehicle is collected. The third party insurers will indemnify you for the hire charges. If you are comprehensively insured and your vehicle is a write off, any courtesy car provided by a garage will need to be returned. You may be entitled to a hire car until such time as you receive settlement of your vehicle, so please contact us immediately and if possible we will arrange a replacement vehicle the same day. The length of any hire is dependent on several factors, including your legal duty to keep the cost of your claim as low as possible. However, if your vehicle is repairable you should have the hire vehicle until your own is repaired and returned to you. If your vehicle is a write off, length of hire will be decided by the hire company or the solicitor, if appointed.

TERMS AND CONDITIONS

- The legal expense insurance is underwritten by Temple Legal Protection Ltd.
- The maximum amount of legal expenses the Insurer will pay for any one claim is £50,000.
- You are required to take all reasonable measures to minimise the cost of any claim under the insurance.
- The period of cover is 12 months from the date of inception.

UNINSURED LOSS RECOVERY AND OTHER SERVICES continued

- All claims must be notified to The Claims Recovery Service within 90 Days of the incident date but in any event during the period of insurance.
- Any correspondence received from another party must be forwarded to The Claims Recovery Service within 21 days of receipt.
- Cover does not apply in respect of:
 - Legal Expenses incurred without the prior written consent of The Claims Recovery Service.
 - Knowingly failing to take reasonable steps to avoid/prevent claims or legal proceedings.
 - Claims against a third party who is uninsured or who cannot be traced.
- The accident must be an accident for which, in law, you are not at fault and which occurs in the United Kingdom, on a public highway, between vehicles.
- It is your responsibility to provide us with all the third party's details, including insurance company and policy number, otherwise there may be a delay in processing your claim.
- Your claim form must contain a full and frank disclosure of all facts about the accident. If it transpires that such disclosure has not been made which results in liability being found against you, this will render you personally liable for all costs.
- The cost of any credit repairs/hires/recovery and storage will be deducted at first charge from any damages awarded to you and/or your driver
- The Claims Recovery Service will, with your authorisation, appoint solicitors to act on your behalf should they believe legal assistance is required. The same solicitor will act for you until settlement of the case unless The Claims Recovery Service authorise a change of solicitor.
- You must not appoint your own solicitor without the prior consent of The Claims Recovery Service – to do so will invalidate any claim being handled by The Claims Recovery Service
- You will co-operate fully with legal advisors to expedite settlement of any claim including, if necessary, attending any court hearing. Failure to do so will result in you being liable for all costs that have been incurred. In all cases, The Claims Recovery Service reserves the right to make the decision on whether to proceed with a claim on the basis that there are sufficient grounds to make a full recovery.

The Claims Recovery Service can be contacted as follows:

Claims Recovery Services Ltd
P O Box 56
Frodsham
Cheshire
WA6 8FJ

Tel: 0845 094 3051
Fax: 0845 094 3052

Optional Breakdown Cover is available both in the UK and Europe. If you require this cover, please contact your insurance adviser.