

To report a claim, call



0344 381 4410



INSURANCE

0344 381 4465

Lines are open 24/7 all year round

UK manned call centre.

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

Failing to report an accident, claim or incident could result in charges or expenses that you would be personally liable for and could also result in your insurance being invalid.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- Arranging a hire motorcycle
- Compensation for injury
- Recovery of other losses, such as loss of earnings

Reporting Fraudulent Claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report.

Thank you.....

...for placing your insurance with Ensign.

This is your Document of Insurance. It contains your Schedule and Certificate of Motor Insurance.
Please keep them in a safe place (NOT WITH YOUR MOTORCYCLE).

We have tried to simplify this document by using "Plain English". We have also structured it in a way which should make it easy to follow.

Please examine this Document and the enclosures.
If any detail is incorrect, please return it to your broker / intermediary, advising them of the changes required.

CONTENTS

	PAGE
MOTORCYCLE POLICY DOCUMENT	3
DEFINITION OF WORDS	4
EXTENT OF COVER	5
SECTION 1	
LIABILITY TO OTHERS	6
EXCEPTIONS TO SECTION 1	7
SECTION 2	
LOSS OF OR DAMAGE TO YOUR MOTORCYCLE	8
EXCEPTIONS TO SECTION 2	9
SECTION 3	
NO CLAIMS BONUS	11
EXCEPTIONS TO SECTION 3	12
SECTION 4	
TERRITORIAL LIMITS & FOREIGN USE	13
EXCEPTIONS TO SECTION 4	14
SECTION 5	
LEGAL EXPENSES INSURANCE	15
EXCEPTIONS TO SECTION 5	17
GENERAL EXCEPTIONS	20
GENERAL CONDITIONS	22
ENDORSEMENTS	26
INSTRUCTIONS IN THE EVENT OF AN ACCIDENT	30
COMPLAINTS PROCEDURE	31

ensign

One Coval Wells
Chelmsford
Essex
CM1 1WZ

Main +44 (0)1245 272700
Fax +44 (0)1245 272701
Web www.ensign-group.com

MOTORCYCLE POLICY DOCUMENT

This Document of Insurance sets out the terms of the contract of insurance made between Ensign and the Document Holder.

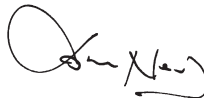
The information and statements provided in the proposal form and declaration which the Document Holder has made have been relied upon by the Underwriters in entering into this contract of insurance.

The parties to this document are You and Us. Nothing in this document shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this document, nor any supplemental or ancillary agreement shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this act.

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Channel Islands or the Isle of Man relating to your address as shown in the Schedule. If there is any dispute as to which law applies it will be English law.

Ensign has agreed to insure the Document Holder subject to the terms conditions and exceptions contained in this document or any endorsement against any such liability loss or damage that may occur and is directly sustained in connection with the Insured Vehicle shown in the Schedule during any period of insurance for which the Document Holder has paid or agreed to pay the premium.

This Document of Insurance has been issued by QBE Insurance (Europe) Limited.



MANAGING DIRECTOR

DEFINITION OF WORDS

Whenever they appear in this Document of Insurance the following words carry the same meaning whether or not they commence with a capital letter.

Ensign	The Underwriters.
We/Us/the Underwriters	For Sections 1, 2 and 4 Ensign is a trading name of QBE Insurance (Europe). QBE Insurance (Europe) Limited is part of QBE European Operations, a division of the QBE Insurance Group. QBE Insurance (Europe) Limited is authorised and regulated by the Financial Services Authority. QBE Insurance (Europe) Limited Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3BD. Registered in England and Wales No.1761561 For Section 6 DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Telephone: 0117 934 2000, Fax: 0117 934 2109 www.das.co.uk
You/the Insured/Document Holder	The Company or person named in the Schedule.
Your Motorcycle/Insured Vehicle	The motorcycle, including its standard accessories and a sidecar as long as it is attached and we have been told about it.
Document of Insurance	This document, including the Schedule.
Schedule	The Schedule to this document, containing details of the Document Holder, the premium paid, the period of insurance, the Insured Vehicle and cover provided. It may be replaced by an amended Schedule when there is a change in any details or terms.
Endorsement	A change of or amendment to the terms of this insurance.
Excess	The first part of any claim for which the Document Holder is responsible.
Trailer	Any articulated or semi trailer mentioned by description or category in the schedule.
Property	Any property including animals.
Market Value	The replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.
Certificate of Motor Insurance	The certificate required by law to certify the existence of the minimum compulsory insurance. For full details of the insurance cover, refer to the Document of Insurance.
Road	Any place that would be held to be a road for the purposes of any compulsory Motor Insurance Legislation operative within the territorial limits defined in this document.
Accident	Any unforeseen event or one without apparent cause. Anything that occurs unintentionally or by chance.

EXTENT OF COVER

The cover provided by this Document of Insurance is shown in the current Schedule and determines which Sections of this Document of Insurance apply.

<u>RISK INSURED</u>	<u>SECTIONS WHICH ARE APPLICABLE</u>
Comprehensive (COMP)	All Sections
Third Party, Fire & Theft (TPF&T)	Sections 1,2 (but solely in respect of damage or loss by Fire or Theft), 3 and 4 ONLY.
Third Party Only (TPO)	Sections 1, 3 and 4 ONLY.
Fire & Theft Only (FTO)	Section 2 (but solely in respect of damage or loss by Fire or Theft) ONLY.
Legal Expenses For pursuing personal injury claims	Section 5 ONLY.

YOUR COVER

SECTION 1

LIABILITY TO OTHERS

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:

- 1) your motorcycle.
- 2) any other motorcycle being used by you 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 on your Certificate of Motor Insurance and Policy Schedule.

B. Other persons' liability

In the same way as you are insured, we will insure:

- 1) anyone you allow to ride or use your motorcycle PROVIDED this is permitted by your Certificate of Motor Insurance and Policy Schedule.
- 2) any person (other than the person riding) being carried on, or getting onto or off of, the Insured Vehicle or any person who causes an accident while they are travelling on, or getting onto or off of the Insured Vehicle.
- 3) 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 Policy Schedule.

C. A legally appointed representative

Following the death of anyone insured under this insurance, we will indemnify, to the same extent, that person's legal representative for any liability incurred by that person.

D. Medical treatment

We will pay for medical treatment as required by the Road Traffic Acts resulting from any accident involving any insured vehicle.

If this is the only payment we make your No Claim Bonus (see Section 3) will not be affected.

E. Legal fees and expenses

We will pay, provided we have given our written consent;

- 1) 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 damage are claimed against any person insured under this insurance.
- 2) solicitors' fees for representation at any Coroner's inquest or fatal 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.
- 3) 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 driving at the time of the accident.

Subject to the Underwriters reserving the right at any time to relieve themselves of any further liability under this clause on payment to the Document Holder 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 the terms and conditions contained in the Document of Insurance and any Endorsements.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 1

The insurance does not cover:

- 1)
 - a) 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.
 - b) liability incurred by anyone entitled to protection under the liability section of any other insurance.
 - c) liability beyond the minimum requirements of the Road Traffic Acts for loss or damage to any vehicle or property belonging to, or in the care of, anyone entitled to claim protection under this insurance.
- 2) Underwriters liability in respect of loss or damage to property (including animals) is limited to £20,000,000 (Twenty Million Pounds) in respect of any one accident or occurrence or series of occurrences arising out of one event.
- 3)
 - a) Sub-section A.2 will not apply when the Insured Vehicle is no longer owned by or the responsibility of the Document Holder.
 - b) Sub-sections A.2 and B.3 are NOT applicable if the insurance is not issued in the name of an individual.
 - c) Sub-section A.2 will not apply when the motorcycle is used outside the United Kingdom.
 - d) Any loss or damage to the motorcycle you are riding under Subsection A.2.
- 4) fines, penalties, punitive or exemplary damages.

YOUR COVER

SECTION 2

LOSS OR DAMAGE TO YOUR VEHICLE

If your motorcycle is damaged or stolen and provided all reasonable precautions are taken, we will, at our option:

- 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 the Underwriters' property;

We will pay the reasonable cost of taking your motorcycle to the nearest suitable repairer and, after repair, to your address as shown in the Schedule.

If your motorcycle is over three years old 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 of the Insured vehicle at the date of the loss or damage. If settlement is made for the market value of the Insured vehicle the remains of the Insured vehicle will become the property of the Underwriters for disposal in accordance with the Motor Conference code of practice or any other regulation or legislation applying at the time of such loss.

If the motorcycle belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the motorcycle will normally be made to the motorcycle's legal owners.

If you have a cherished or personal number 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 number plate 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 number plate we will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 2

The insurance does not cover:

- 1) 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.
- 2) any perceived loss in value of your motorcycle.
- 3) loss of use, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 4) damage to tyres unless this results from an accident to your motorcycle.
- 5) more than the manufacturer's latest list price of any part or standard accessory.
- 6) any amount in respect of any part of the Insured Vehicle in excess of the price shown for the same in the manufacturer's last price list at the time of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 7) any other consequential loss.
- 8) money, credit/charge cards, stamps, tickets, jewellery, portable audio &/or TV equipment, compact discs, cassettes, cameras, digital video disks (DVDs), documents or securities.
- 9) mobile telephones, office &/or business equipment, trade goods or samples.
- 10) computers &/or their components &/or their attachments and portable electronic equipment.
- 11) property insured under any other Insurance.
- 12) loss or damage to the Insured vehicle 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 vehicle deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where Underwriters did not retain the salvage for disposal.
- 13) loss or damage arising to a sidecar or accessories unless they are properly attached to the motorcycle by equipment manufactured for this purpose.
- 14) personal belongings including helmets, leathers, gloves, clothing or footwear.
- 15) damage caused by frost or freezing.
- 16) loss or damage arising from the Insured vehicle being filled with the wrong fuel.
- 17) any loss suffered through the obtaining of property by deception.

EXCLUSIONS TO COVER

- 18) any loss or damage arising from theft or attempted theft whilst the ignition keys of your motorcycle have been left in or on your motorcycle.
- 19) the loss of or damage to keys and/or remote control units belonging to any Insured Vehicle or for the replacement of locks following the loss of keys or remote control units.
- 20) any storage charges unless you tell us about them and we agree in writing to pay for them.
- 21) any additional damage resulting from the Insured Vehicle being moved by you after an accident, fire or theft.

Any payment will be limited to the cost of repairs or, if stolen or beyond repair, to the value at the time of the loss or accident.

IN ADDITION TO THE ABOVE EXCEPTIONS THIS INSURANCE DOES NOT COVER THE FIRST PART OF EACH CLAIM (EXCESS) IN RESPECT OF ACCIDENTAL DAMAGE, VANDALISM/MALICIOUS DAMAGE, FIRE OR THEFT. THE AMOUNT OF ANY SUCH EXCESS IS SPECIFIED IN YOUR SCHEDULE.

YOUR COVER

SECTION 3

NO CLAIMS BONUS

Provided no claim has been made or is pending during any period of insurance your No Claims Bonus will be increased in accordance with the No Claims Bonus scale applicable at the time of such renewal.

If you only make one claim during a period of insurance, four or more years No Claims Bonus will step back to two years, three years No Claims Bonus will step back to one year.

If you make more than one claim in a period of insurance, you will lose all your discount.

PROTECTED NO CLAIMS BONUS

If you are eligible and your insurance incorporates the Protected No Claims Bonus option, Endorsement E1M appears on the schedule, the following terms and conditions apply:

Your No Claims Bonus will not be prejudiced by a single claim in any period of insurance or any two occurring claims in any three consecutive periods of insurance.

Protecting your No Claims Bonus, protects your bonus level in accordance with the above. It is not a premium protection, this benefit does not guarantee that your premium will not increase at next renewal.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 3

If your insurance incorporates the Protected No Claim Bonus option it does not cover the first £50 of each claim (excess) for Accidental Damage, Vandalism/Malicious damage, Fire and Theft.

This clause operates in addition to any other excess applying.

CONDITIONS APPLICABLE TO SECTION 3

- 1) Your No Claim Bonus or Protected No Claim Bonus will not be reduced if a claim affects only emergency medical treatment as required by the Road Traffic Acts - see Section 1D.
- 2) A No Claim Bonus is not earned if the period of insurance is less than twelve months.
- 3) Your No Claim Bonus or Protected No Claim Bonus cannot be transferred to anyone else.

YOUR COVER

SECTION 4

TERRITORIAL LIMITS & FOREIGN USE

A) Territorial Limits This Document applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

B) Foreign Use The Underwriters will provide the full Document Cover for a maximum period of 90 days in any Insurance year whilst the Insured Vehicle is being used in or transported by rail or sea between the countries listed below:

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

Conditions applying to Section 4

- 1) the Insured Vehicle must be taxed and registered in the UK.
- 2) your main permanent home must be in the UK and your visit abroad is only temporary.

C) General Average The Underwriters will indemnify the Document Holder against General Average Contribution, Salvage, Sue and Labour charges incurred and any Customs Duty arising out of the transportation of the Insured Vehicle by sea.

Provided always that:

- 1) such Insured Vehicle is insured against loss or damage by Section 2 of this Document and
- 2) the contribution relates to the value of such Insured Vehicle as agreed and shown in the Schedule.
- 3) Underwriters shall not be liable for Customs or Excise Duties or charges.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 4

This Insurance does not cover:

- 1) Riding other vehicles even if stated on your Certificate of Motor Insurance.
- 2) The Insured Vehicle unless it is being used for the purposes described in the Certificate of Motor Insurance and Policy Schedule

In addition to the above, in the event of disablement of your motorcycle by reason of loss or damage or 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.

YOUR COVER

SECTION 5

LEGAL EXPENSES INSURANCE

For the purposes of Section 9 only, any claims should be reported by telephone to DAS Legal Expenses Insurance Co. Ltd. on 0800 783 6066 quoting Policy Number TSO/3823393 or in writing to:

Motor Claims Centre
DAS Legal Expenses Insurance Company Limited
DAS Parc
Greenway Court, Bedwas
Caerphilly, CF83 8DW

Quoting Policy number TSO/3823393

The following definitions shall apply:

Appointed Lawyer	The lawyer, or other suitably qualified person, who has been appointed to act for the Insured Person under Condition 2 of this section.
Insured Person	The Document Holder and any passenger or driver who is in or on the Insured Vehicle with the Document Holder's permission.
Legal Costs	All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis. Also the costs incurred by opponents in civil cases if the Insured Person has to pay them or pays them with the Underwriters' Agreement.
Date of Occurrence	The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the Date Of Occurrence is the date of the first of these events.

YOUR COVER

GENERAL

The Underwriters agree to provide the insurance in this section as long as:

- the Date of Occurrence of the insured incident happens during the period of insurance and within the Territorial Limits (see section 8); and
- any legal proceedings will be dealt with by a court of other body which the Underwriters agree to in the Territorial Limits; and
- in civil claims it is always more likely than not that the Insured Person will recover damages (or other legal remedy) or make a successful defence.

For all insured incidents involving legal proceedings the Underwriters will help in appealing or defending an appeal as long as the Insured Person tells the Underwriters within the time limits allowed that they want the Underwriters to appeal. Before the Underwriters pay any Legal Costs for appeals, the Underwriters must agree that it is more likely than not that the appeal will be successful.

If an Appointed Lawyer is used, the Underwriters will pay the legal costs for this.

The most the Underwriters will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

INSURED INCIDENT THE UNDERWRITERS WILL COVER

Personal Injury

The Underwriters will negotiate for the Insured Person's legal rights after an event which causes the death of, or bodily injury to an Insured Person while the Insured Person is in or on the Insured Vehicle.

EXCLUSIONS TO COVER

EXCEPTIONS TO SECTION 5

- 1) Any claim reported to the Underwriters more than 180 days after the date the Insured Person should have known about the insured incident.
- 2) Any Legal Costs that are incurred before the Underwriters agree to pay them.
- 3) Fines, damages or other penalties which an Insured Person is ordered to pay by a court of other authority.
- 4) Any legal action an Insured Person takes which the Underwriters or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders the Underwriters or the Appointed Lawyer.
- 5) Apart from the Underwriters, the Insured Person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

CONDITIONS WHICH APPLY TO SECTION 5

- 1) An Insured Person must:
 - a) Keep to the terms and conditions of this section.
 - b) Take reasonable steps to keep any amount the Underwriters have to pay as low as possible.
 - c) Try to prevent anything happening that may cause a claim.
 - d) Send everything the Underwriters ask for, in writing.
 - e) Give the Underwriters full details of any claim as soon as possible and give them any information they require.
- 2)
 - a) The Underwriters can take over and conduct, in the name of the Insured Person, any claim or legal proceedings at any time before an Appointed Lawyer is appointed.
The Underwriters can negotiate any claim on behalf of an Insured Person.
 - b) If the Underwriters agree to start legal proceedings, or if there is a conflict of interest, an Insured Person can choose an Appointed Lawyer by sending the Underwriters the lawyer's name and address. The Underwriters may choose not to accept the choice of lawyer, but only in exceptional circumstances.
If there is a disagreement over the choice of Appointed Lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
 - c) Before an Insured Person chooses a lawyer, the Underwriters can appoint an Appointed Lawyer.
 - d) An Appointed Lawyer will be appointed by the Underwriters and represent an Insured Person according to the Underwriters' standard terms of appointment. The Appointed Lawyer must co-operate fully with the Underwriters at all times.
 - e) The Underwriters will have direct contact with the Appointed Lawyer.
 - f) The Insured Person must co-operate fully with the Underwriters and with the Appointed Lawyer and must keep the Underwriters up-to-date with the progress of the claim.

EXCLUSIONS TO COVER

- g) An Insured Person must give the Appointed Lawyer any instructions that the Underwriters ask for.
- 3)
 - a) An Insured Person must tell the Underwriters if anyone offers to settle a claim.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim, the Underwriters may refuse to pay further Legal Costs.
 - c) An Insured Person must not negotiate or agree to settle a claim without the Underwriters' approval.
 - d) The Underwriters may decide to pay an Insured Person the amount of damages that an Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4)
 - a) If the Underwriters ask, an Insured Person must tell the Appointed Lawyer to have Legal Costs taxed, assessed or audited.
 - b) An Insured Person must take every step to recover Legal Costs that the Underwriters have to pay and must pay the Underwriters any Legal Costs that are recovered.
- 5) If an Appointed Lawyer refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Lawyer, the cover the Underwriters provide will end at once, unless the Underwriters agree to appoint another Appointed Lawyer.
- 6) If an Insured Person stops a claim without the Underwriters' agreement, or does not give suitable instructions to an Appointed Lawyer, the cover the Underwriters provides will end at once.
- 7) If the Underwriters and an Insured Person disagree about the choice of Appointed Lawyer, or about the handling of a claim, the Underwriters and the Insured Person can choose another Appointed Lawyer to decide the matter. We must both agree to this in writing. If the Underwriters cannot agree with the Insured Person about the choice of the second lawyer, the Underwriters will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
- 8) The Underwriters will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

HELPLINE SERVICES

HELPLINE SERVICES

The Underwriters provide these services 24 hours a day, seven days a week during the period of insurance.

EuroLaw Commercial Legal Advice

The Underwriters will give the Document Holder confidential legal advice over the phone on any commercial legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above service, phone the Underwriters on 0117 934 2111.

To help check and improve service standards, the Underwriters record all calls. The Underwriters will not accept responsibility if the Helpline Services fail for reasons beyond their control. Please do not phone to report a motor insurance claim.

COMPLAINTS *(arising from Section 5 only)*

Our aim is to provide a quality service. If you think we have let you down, please write to the Managing Director of DAS Legal Expenses Insurance Company Limited and he will try to help.

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If you are still not happy, you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ.

If you use this service it does not affect your statutory right to take legal action.

GENERAL EXCEPTIONS

This Insurance does not cover:

- 1) any liability, injury, loss or damage while the Insured vehicle is being ridden or used
 - a) other than for the purposes as specified in your Schedule except while in the custody of a Motor Trader for servicing or repair.
 - b) by anyone who does not hold a licence to ride the Insured vehicle 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) in an unsafe condition.
 - e) in any way that breaks any security requirements imposed by an endorsement.
 - f) for racing of any description or for any contest, competition, rally or speed trial (apart from Treasure Hunts).
 - g) on any form of race track or for any off road activity.
 - h) carrying an insecure load.
- 2) anyone who fails to fulfil the terms and conditions of this insurance.
- 3) any liability, injury, loss or damage while the Insured vehicle is outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands other than as specified in Section 4 (Territorial Limits and Foreign Use).
- 4) earthquake, or any loss arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5) riot or civil commotion occurring outside Great Britain, the Isle of Man, the Channel Islands, Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 6)
 - a) loss or destruction of or damage to any property or any resulting loss or expense of any other consequential loss
 - OR b) any legal liability directly or indirectly caused by, attributable to, or arising from
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - OR ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 7) any accident, injury, loss, damage or liability when any motorcycle covered by your Document of Insurance 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.
- 8) your motorcycle whilst being kept or used without a current Department of Transport test (M.O.T.) certificate if one is needed.

GENERAL EXCEPTIONS

- 9) you or anyone acting on your behalf knowingly making a claim which is false or fraudulent in any way, then we will not pay any part of the claim and all cover provided and premium paid will be forfeited.
- 10) any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 11) loss of use, wear and tear, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 12) Underwriters are to have no liability for or in respect of any sum other than those payable under the Policy.
- 13) any intentional damage to any property or the death or injury to any person caused by or incurred with the consent or connivance of the Document Holder or employees of the Document Holder.
- 14) Any liability whatsoever arising out of the deliberate use of the Insured Vehicle:
 - a) to cause damage to other vehicles or property and/or
 - b) to cause injury to any person and/or to put any person(s) in fear of injury.
- 15) any proceedings brought against you outside the UK, unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (See additional cover under Section 4 - Territorial Limits & Foreign Use).

GENERAL CONDITIONS

We will provide the cover described in this insurance provided the following conditions are met:

1) Condition Precedent

The Underwriters 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 Document of Insurance and any Endorsements;
- b) the declaration and information given on the proposal form is correct and complete to the best of the Document Holder's knowledge and belief;
- c) the Insured Vehicle is being ridden in accordance with the terms of the Certificate of Motor Insurance; and
- d) the Insured Vehicle is being used in accordance with the Certificate of Motor Insurance.

2) Care of Your Motorcycle

You must ensure that your motorcycle is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions and protect your motorcycle from loss or damage. 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 and take all other steps necessary for protecting it. You should keep your motorcycle in a locked garage if you have one or if any garaging requirements are imposed by endorsement shown on your Schedule. We require you to allow our duly authorised 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 the Underwriters in writing by way of a fully completed Accident Report Form as soon as reasonably possible;
- b) Every claim form, writ, summons, legal process or other communication in connection with any such incident shall be forwarded to the Underwriters immediately upon receipt;
- c) The Underwriters shall be given all information and assistance they may require in connection with any such incident or claim in respect thereof;
- d) The Underwriters shall be advised immediately of the time and place of any impending prosecution or inquest or fatal inquiry;
- e) No admission of liability or offer or promise of payment shall be made without the Underwriters' written consent;
- f) The Police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage;
- g) In the event of damage to the Insured Vehicle which is covered by this insurance, the Underwriters or their appointed representative shall be contacted immediately and their prior approval obtained in respect of any repairs to be undertaken;
- h) In the event of a claim being settled on a total loss basis,
 - i) Underwriters will require the current Ministry of Transport Test Certificate, Vehicle Registration Document and all ignition keys of the Insured vehicle, the Certificate of Motor Insurance and any other documents required by them.
 - ii) The remains of the Insured vehicle will become the property of Underwriters for disposal in accordance with the Motor Conference Code of Practice or any other regulation or legislation applying at the time of such damage.

GENERAL CONDITIONS

i) The Underwriters 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;

j) The Underwriters shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the Document Holder or other insured person to whom payment has been made and shall be given their full co-operation in relation thereto.

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) Arbitration Where a claim has been accepted but there is disagreement over the amount due, the matter will be referred to an arbitrator agreed by the parties in accordance with statutory provisions. If this occurs, an award must be made before any proceedings can be started against us.

6) Instalment Premiums (a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the Document Holder to the provider of the finance (referred to hereafter as the Finance Company) the Underwriters may at their option deduct all or any part of the sums outstanding between the Document Holder and Finance Company from any claims settlement due in respect of a loss under this Document, provided the sum thereby deducted is paid directly by the Underwriters to the Finance Company.

(b) Where the Underwriters have agreed to the payment of premium(s) by instalments, if any instalment is not received by the Underwriters on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the Underwriters giving written notice of non payment this Document will be cancelled immediately upon the expiry of such notice.

(c) Following such cancellation, provided that there have been no claims in the current period of Insurance, the Document Holder will be entitled to a pro-rata return of premium upon receipt of this Document and Certificates of Motor Insurance.

(d) The Underwriters may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this Document.

7) Replacement Motorcycle You must notify us immediately if you acquire a replacement motorcycle, 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 vehicle detailed in the Schedule.

GENERAL CONDITIONS

- 8) Cooling off Period** This section is applicable to retail customers (as advised by the insurance broker through whom you arranged this insurance) only; Once you have entered into the insurance contract with Ensign, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the insurance contract. The duration of this period of reflection is 14 days and commences from either:
The day of conclusion of the insurance contract; or
The day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract, whichever is the later.
You should serve notice of cancellation to the insurance broker through whom you arranged this insurance, at the broker's contact address.
You must return the Policy Document, the Certificate(s) of Insurance and Insurance Disc(s), if applicable, and it is a criminal offence for which you can be prosecuted not to do so.

Charging

Cancellation within the 14 day cooling off period - £40 or a pro-rata charge based upon the time on risk, whichever is the greater.

- 9) Cancellation** You may cancel this insurance at any time by returning to us your Certificate of Motor Insurance. The cancellation will be effective from the date the Certificate is received by us 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 in the period since last renewal.

SHORT PERIOD RATES

Period not Exceeding	Proportion of Annual Premium Returned
1 Month	75%
2 Months	70%
3 Months	50%
4 Months	40%
6 Months	30%
8 Months	10%
Over 8 Months	Nil

Please note:- A minimum premium of £40.00 will apply.

We, or your authorised broker/intermediary, may cancel this insurance at any time by sending seven days notice by Recorded Delivery to the last known address on our records. A pro rata refund of premium for the remainder of the period of insurance will be allowed on receipt of the Certificate of Motor Insurance.

- 10) Personal Contract** This insurance is a personal contract with you and is not transferable for any reason.
- 11) English Law** Unless it has been specifically agreed to the contrary this insurance will be subject to English Law.
- 12) Administration Fees** Underwriters reserve the right to apply a fee for each mid-term amendment carried out on the Insurance in addition to any premium adjustment that results.

GENERAL CONDITIONS

- 13) False Declaration** This Document will be void and of no effect if:
- the proposal or declaration is untrue in any material respect.
 - the Document Holder makes a claim that is fraudulent or deliberately exaggerated.
 - the Document Holder has made a false declaration or statement in support of any such claim.
 - the circumstances in which the Document Holder entered into the Insurance are altered without the Underwriters consent.
- 14) Motor Insurance Database** You shall ensure that all vehicle and policy details are notified to the Underwriters within five business days of the effective date for entry on the Motor Insurance Database as required by the relevant Law applicable in Great Britain and Northern Ireland.
- 15) Motor Insurance Database Data Protection** Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.
- Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.
- You can find out more about this from us, or at www.miic.org.uk.
- 16) Claims and Underwriting Exchange & Motor Insurance Anti-Fraud and Theft Database Data Protection** Your details may be passed to the Claims and Underwriting Exchange Register (CUE), run by the Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). We also exchange information with the Police and/or other insurers and other organisations through various other databases. The aim is to help us check information provided and also to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to claim. We will pass information relating to this incident to the registers.
- 17) 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.
- Your information may be shared with other members of QBE Insurance Group.
- Information held about you may, with some exceptions, be obtained through application to the appointed Data Controller.

ENDORSEMENTS

The terms, exceptions or conditions of this insurance may be varied by any Endorsement if specified in the Schedule. Unless the details specified in the Schedule restrict its application, the endorsement will apply overall.

These endorsements are effective in spite of anything contained in this insurance to the contrary but are subject otherwise to its terms, exceptions and conditions.

PURPOSE OF USE

- A1 Social, Domestic and Pleasure**
This Insurance does not operate if the Insured vehicle is being used for
- purposes other than Social, Domestic and Pleasure purposes and journeys between home and normal place of business (provided business calls are not made on the journey).
 - carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for any business purposes.
- A2 Social, Domestic and Pleasure and Limited Business Use by Insured**
This Insurance does not operate if the Insured vehicle is being used for
- purposes other than Social, Domestic and Pleasure purposes and by the Insured in person in connection with the business of the Insured or the Insured's employer or partner
 - carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for commercial travelling or any purpose in connection with the Motor Trade.
- A4 Social, Domestic and Pleasure and Limited Business Use**
This Insurance does not operate if the Insured vehicle is being used for
- purposes other than Social, Domestic and Pleasure purposes and the business of the Insured or the Insured's employer or partner.
 - carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for commercial travelling or for any purpose in connection with the Motor Trade.
- A5 Social, Domestic and Pleasure and Business Use**
This Insurance does not operate if the Insured vehicle is being used for
- purposes other than Social, Domestic and Pleasure purposes and the business of the Insured or the Insured's employer or partner.
 - carriage of passengers for hire or reward or for hiring racing competitions rallies or trials or for any purpose in connection with the Motor Trade.
- A6 Named Person(s) for Business Purposes**
This Insurance extends to operate whilst the Insured vehicle is being used in person by the person(s) specified in the Schedule in connection with their business or profession or of their employer or partner, but excluding use for commercial travelling or any purpose in connection with the Motor Trade.
- A7 Excluding to and from Place of Study or Business by Named Person(s)**
The Underwriters shall not be liable whilst the Insured vehicle is being used for journeys to and from the place of study or business by the person(s) as specified in the Schedule.

ENDORSEMENTS

DRIVERS

- B1 Named Driver(s)**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person other than the person(s) as specified in the Schedule.
- B2 Excluded Driver(s)**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule.
- B3 Excluded Drivers Under a Specific Age**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person under the age as specified in the Schedule.
- B4 Excluded Drivers Over a Specific Age**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person over the age as specified in the Schedule.
- B5 Specified Driver(s) Included**
The endorsement applicable under this Insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.
- B6 Excluding Drivers Who Have Not Held a Full Licence for a Specific Period**
The Underwriters shall not be liable whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of any person who has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for the period as specified in the Schedule.

EXCESS

- C1 Damage Excess**
The Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition lightning, explosion or by theft or attempt thereat.
- C2 Named Driver(s) Damage Excess**
Whilst the Insured vehicle is being driven by or for the purpose of being driven in the charge of the person(s) as specified in the Schedule the Underwriters shall not be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempt thereat.
- C75 Fire & Theft Excess**
The excess as specified in Exceptions to Section 2B. Fire & Theft is amended to the amount specified in the Schedule.

ENDORSEMENTS

GENERAL

- AV Agreed Value**
The Market Value of the Insured Vehicle as defined in definition of words is deemed to be the agreed value as described in the schedule.
- D2 Indemnity Amended**
The limit of indemnity of the Section stated in the Schedule is amended to the amount specified in the Schedule.
- D6 Deleted Section(s)**
Any Section or Sub-section of this Insurance as specified in the Schedule is deleted and deemed inoperative.
- D9 Insurance Cancelled**
All benefits of this Insurance are cancelled and deemed to be inoperative as from the date as specified in the Schedule.
- D24 Use In The Republic Of Ireland**
The territorial limits mentioned in your policy are amended to allow your vehicle to be used in the Republic of Ireland with indemnity as if it were in the United Kingdom.
- D67 Restricted Mileage**
It is a condition of this Insurance that the Insured vehicle shall not exceed the mileage specified in the Schedule during any 12 month policy period.
- DDC Drinks/Drugs Clause**
In the event of a claim being made under this Document arising out of an accident in which the driver or person last in charge of the vehicle, has a Drink/Drugs related conviction within the rehabilitation period as a result of which they are convicted of being under the influence of Drink or Drugs, underwriters liability in respect of such accidents shall be limited to that required by the Road Traffic Act.
- E1M Protected Bonus**
No Claim Bonus is deemed to be "Protected" as defined in Section 3 (No Claim Bonus).
- E2 Registered Owner**
The Insured vehicle is registered in the name specified in the Schedule.
- GRG Warranted Overnight Garaging**
It is a condition of this Insurance that between the hours of 10.00pm and 06.00am (GMT or BST as applicable) and that whilst the Insured Vehicle is left unattended and within 500 metres of the Insureds home the Insured Vehicle is kept in a properly constructed and locked garage.
- GXR Overnight Garaging Excess**
The excess will be twice the amount shown on the Schedule for any claim caused by Theft of any attempted theft between the hours of 10.00pm and 06.00am (GMT or BST as applicable) whilst the motorcycle is left unattended and within 500 metres of the Insureds home unless the motorcycle is kept in a properly constructed and locked garage.
- GXS No Garaged Excess**
The excess will be twice the amount shown on the Schedule for any claim caused by Theft of any attempted theft whilst the motorcycle is left unattended and within 500 metres of the Insureds home unless the motorcycle is kept in a properly constructed and locked garage.

ENDORSEMENTS

GENERAL

IMM Warranted Immobiliser Fitted

No cover will be effected under Section 2 of this document in respect of theft, attempted theft or fire

- a) until such time as documentary evidence of an approved security system, as described in your schedule, is received by the Underwriters.
- b) unless the security system installed be maintained in efficient working order and shall be activated at all times whilst your motorcycle is unattended other than in a securely locked garage.

SEC Warranted Security Fitted

No cover will apply under Section 2 of this document in respect of theft or attempted theft unless your vehicle has been fitted with a Sold Secure lock or Ground Anchor.

TRK Theft/Attempted Theft Excluded until proof of Tracker received

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the cover provided under Section 2 in respect of theft or attempted theft damage shall not apply unless your vehicle has been fitted with a vehicle locating system which is set in full and effective operation.

In the event of a claim arising for theft or attempted theft damage, you must provide documentary evidence of a fully operational vehicle locating system being in place at the time of the incident in order for the cover provided under Section 2 in respect of theft or attempted theft to apply.

INSTRUCTIONS IN THE EVENT OF AN ACCIDENT

To comply with the Road Traffic Acts, a rider involved in an accident must STOP and:

EITHER give his/her and the vehicle owner's name and address, and the registration number of the vehicle to any person having reasonable grounds for requiring them. If the accident involves death or injury, the Certificate of Motor Insurance must also be produced.

OR, if this is not done, report the accident to a police constable, or to a police station, as soon as possible, and in any case within 24 hours. If the accident involves death or injury and the Certificate of Motor Insurance is not produced at the time, it must be produced to the police station in the same period of 24 hours.

In your own interest, it will be helpful if the following steps are also taken:

- 1 obtain the names and addresses of as many witnesses as possible.
- 2 make careful notes and take measurements of any SKID marks of your own and of any other vehicle involved.
- 3 record the position in the road of your vehicle and of any other vehicle involved.
- 4 try to get a police constable to attend the scene of the incident and record his number.
- 5 do NOT make any admission of liability; do NOT give or offer money to an injured person or to any other person involved in the accident.
- 6 if your vehicle is damaged AND IS UNSAFE TO RIDE, have the vehicle moved to the nearest garage. The cost of this is covered under your insurance PROVIDED the insurance covers Accidental Damage.
- 7 notify the accident immediately (however trivial), complete a claim form and forward, together with estimates for repairs to your vehicle from two independent garages (if your insurance covers Accidental Damage), to your broker/agent OR to the following address:

**Ensign
One Coval Wells
Chelmsford
Essex
CM1 1WZ**

Tel: 0800 1008181

COMPLAINTS PROCEDURE (other than Section 5)

COMPLAINTS PROCEDURE (*Other than Section 5*)

If you have any questions or concerns about this document or the handling of a claim which cannot be resolved by reference to your broker/intermediary please contact us at the address shown below, quoting your policy number and the name of your broker:-

**The Managing Director
Ensign
One Coval Wells
Chelmsford
Essex
CM1 1WZ**

A copy of the Complaint Procedure will be provided upon request.

If you are not satisfied with the way in which a complaint has been dealt with, you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your broker:-

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

**Tel. 0207 964 1000
Fax. 0207 964 1001
Email. complaints.info@financial-ombudsman.org.uk**

Compensation - You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), should Ensign be unable to meet its liabilities under this policy. Further information about the compensation scheme is available from the FSCS Information can be obtained on request, or by visiting the Financial Services compensation Scheme website at www.fscs.org.uk