

This Policy describes the insurance cover provided during the period of insurance you have paid for, or have agreed to pay for, and for which we have accepted the premium.

The Policy, Statement of Facts or Proposal form, Schedule and Certificate of Motor Insurance form the contract of insurance and should be read together. For the contract to be valid, all the information you have given us must be true and complete.

This insurance cover applies anywhere in the United Kingdom except when we state otherwise in this Policy.

Your motorcycle is also covered when it is being transported within the United Kingdom and between any United Kingdom ports.

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DEFINITIONS

Insured/you/your:

The person named in the Schedule.

Insurer/we/our/us:

AXA Insurance UK plc.

Your motorcycle:

Any motorcycle for which we have issued a Certificate of Motor Insurance.

Certificate of Motor Insurance

Evidence of your motor insurance as required by law.

Schedule:

Details of you, your motorcycle, premium payable and cover.

United Kingdom:

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

Market Value

The cost which we decide, based on relevant trade guides, of replacing your motorcycle with one of a similar type, age, and condition.

Excess

The amount you must pay towards the cost of a claim.

Accidental/accidentally

Damage caused by forcible, visible, violent or external means.

Secondary Security Device

A device employed in addition to the motorcycle's ignition and steering lock designed to provide further protection against theft of the motorcycle. Examples of this include alarms, immobilisers, D-locks, brake disc locks, padlock and chain etc.

SCOPE OF COVER

as stated in the Schedule is limited as follows:

Comprehensive

– all Sections are operative.

Third Party Fire and Theft

– Section 1 is operative only in respect of accidental loss or damage caused directly by fire, self-ignition, lightning or explosion, or by theft or attempted theft.

Third Party Only

– Section 1 is not operative.

ENDORSEMENTS

(these only apply if shown in the Schedule):

G. Garaged Overnight

Cover for malicious damage, theft, attempted theft or the unauthorised taking away of the motorcycle only applies when your motorcycle is kept in a locked building between 10p.m. and 6a.m. (BST or GMT as applicable), when within half a mile of i) your private dwelling or ii) another address where your motorcycle is garaged and about which you have told us.

CXS. Compulsory Excess

We shall not be liable to pay the first amount shown in the Schedule of any claim under Section 1.

VXS. Voluntary Excess

In return for a reduction in the premium, you have agreed to pay the first amount shown against this Endorsement in the Schedule of any claim under Section 1. The amount shown is additional to any other amount for which you may be responsible.

TAG. Datatag

We will not pay any theft claim under Section 1 of this insurance unless your motorcycle is fitted with Datatag equipment. It shall be a condition of our paying any theft claim that evidence of fitment must be supplied.

ALM. Excluding Theft Unless Immobiliser Fitted

We will not pay any theft claim under Section 1 of this insurance unless your motorcycle is fitted with a recognised immobiliser. It shall be a condition of our paying any theft claim that evidence of fitment must be supplied.

PB. Protected No Claim Discount

As long as you have paid the extra premium at the start of your policy or when you renew it then Section 5 – No Claim Discount will be replaced with: If your policy has earned at least 5 years no claim discount, you will not lose this discount unless you make more than two claims over three years consecutively.

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

- If you make three claims, your no claim discount will be reduced to one year.
- If you make more than three claims, your no claim discount will be reduced to nothing

Your no claim discount cannot be transferred to anyone else.

MOTOR CUBIC CAPACITY LIMIT

We shall be under no liability in respect of any motorcycle which exceeds the cubic capacity as last advised to us.

LAW APPLICABLE TO CONTRACT

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

- i) You and the Insurer agree otherwise or
- ii) At the date of the contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

SECTION 1 – LOSS OR DAMAGE

We will pay for accidental loss of or damage to any insured motorcycle. We may at our own option repair reinstate or replace the motorcycle or pay in cash the amount of the loss or damage.

If the motorcycle belongs to someone else or if you are buying your motorcycle under a hire purchase agreement we will normally make payment to the legal owner. The maximum amount payable is the market value of the motorcycle at the time of loss or damage.

If you cannot use your motorcycle because of loss or damage that is insured under this Section, we will pay the reasonable cost of protection and removal to the nearest competent repairer. After the repair, we will pay the reasonable cost of delivery to your address in the United Kingdom.

If your motorcycle becomes a total loss then this insurance is void from the date of acceptance of the offer of compensation. A substitution of another vehicle for the total loss will not be allowed, nor will a return of any unused premium be given. You must return the Certificate of Motor Insurance before we pay any compensation. The salvage of the vehicle becomes our property.

EXCEPTIONS TO SECTION 1

You are not covered for:

- a) any Excess amount specified in the Schedule or Policy
- b) loss of use or any other consequential loss, betterment, depreciation, wear and tear, mechanical, structural or electrical failure, breakdowns or breakages
- c) loss of value after a repair
- d) damage due to the freezing of water in the cooling system
- e) damage to tyres from braking, punctures, cuts or bursts
- f) loss of or damage to audio equipment
- g) loss of your motorcycle by deception of someone who claims to be the buyer or agent
- h) theft of accessories and spare parts if the motorcycle is not stolen at the same time
- i) personal effects e.g. crash helmets, protective clothing, gloves etc.
- j) a greater sum than the last list price of any damaged part or accessory which is obsolete or unobtainable
- k) loss or damage to your motorcycle management system or other computer- or electronic-controlled equipment caused by failure to recognise any date as the true calendar date
- l) loss of or damage to your motorcycle by theft or attempted theft or unauthorised taking away where
 - it has been left unlocked or unattended with keys left in it or on it
 - a secondary security device has not been used to provide additional protection against theft.

Section 2 – Liability to others

A. Indemnity to you

We will indemnify you for all amounts for which you become legally responsible due to the death of or injury to any person or damage to property as a result of an accident involving your motorcycle.

The same cover will apply if you are driving any other motorcycle which your Certificate of Motor Insurance allows you to drive.

B. Indemnity to others

At your request, we will in the same terms as sub-section A indemnify:

- a) anyone you allow to drive your motorcycle and who is permitted to drive it under the Certificate of Motor Insurance
- b) any passenger
- c) your employer or business partner, provided that your motorcycle is not owned by or hired to either your employer or partner and your motorcycle is being used for business purposes permitted under the Certificate of Motor Insurance
- d) the Police Authority in the event of accidents occurring whilst your motorcycle is entering leaving or standing in or about any premises under their jurisdiction.

C. Indemnity to Legal personal Representatives

Should anyone who is covered by this insurance die, we will deal with any claim made against that person's estate if that liability is insured under this Policy.

D. Legal Fees and Expenses

In connection with any accident that involves legal liability under this Section, we will at our discretion arrange and pay for:

- a) solicitors services for representation at any coroner's inquest or fatal inquiry or defending any proceedings in a Court of Summary Jurisdiction
- b) Legal services up to £1000 in respect of any one occurrence for defence in the event of proceedings being taken for culpable homicide or causing death by dangerous or reckless driving provided that the driver is aged 21 years or over at the time of the accident and that the accident happened in the United Kingdom.

EXCEPTIONS TO SECTION 2

You are not covered for:

- a) anyone who is insured under any other Policy
- b) damage to property or vehicles belonging to or in the care of the person claiming to be indemnified
- c) anything covered by any other insurance
- d) anyone driving your motorcycle who is disqualified from driving or has not held a driving licence or is prevented by law from holding one.

SECTION 3 – EMERGENCY TREATMENT

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act.

If this is the only payment we make, it will not affect your no claim discount.

SECTION 4 – FOREIGN USE

This Policy provides the minimum cover you need by law to use your motorcycle in any country which is a member of the European Community (EU) or in any other country where arrangements have been made, or may in the future be made, to follow EC Directives and are or will be approved by the Commission of the EC. We will provide the minimum legal requirements in the United Kingdom if that is greater.

Full policy cover only applies when you pay the appropriate additional premium and we issue an International Motor Insurance Certificate (Green Card). For the period stated in the Green Card full cover will be provided in any country specified and while your vehicle is being transported between any of those countries and the United Kingdom.

You are not covered for driving any vehicle other than your motorcycle outside the United Kingdom.

SECTION 5 – NO CLAIM DISCOUNT

In the event of no claim being made, your renewal premium will be reduced in accordance with our scale applicable at the time. Your no claim discount cannot be transferred to anyone else.

GENERAL EXCEPTIONS

1. This policy does not apply when your motorcycle is being:
 - a) used for purposes or driven by anyone not covered by your Certificate of Motor Insurance, except when it is in the control of a qualified motorcycle repairer for service, overhaul or repair
 - b) driven by any person unless such person holds a licence to drive the vehicle or has held and is not disqualified from driving or getting a licence
 - c) driven by any person whose licence has not been validated by the issue of a certificate of completing a course of basic training
 - d) driven by any person whose licence has become invalid due to the two-year limit for passing the motorcycle test having expired
 - e) driven by or in the charge of any person who holds a provisional licence and does not meet the conditions of that licence
 - f) used airside on any airport or airfield, i.e. on runways, hangars, aprons and so on
 - g) used on a racetrack or circuit, pit lane or service road associated thereto, whether racing or not.
2. This Policy does not cover anyone who does not meet the Policy terms and conditions.
3. This Policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.
4. This Policy does not provide cover for any loss of or damage to property, or any consequential loss or legal liability directly caused by, contributed to, by or arising from the following:
 - a) ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
5. This Policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution or military force or coup. However this Policy covers you so far as is necessary to meet with any law on Compulsory Insurance.
6. This Policy does not provide cover except under Section 2 (Liability to others) for any accident, injury, loss or damage caused by earthquake, or by riot or civil commotion if it occurs outside the United Kingdom.

GENERAL CONDITIONS

Claims Procedure

1. You (or your legal representative) must give us full details in writing as soon as possible after any event which could lead to a claim under this Policy. You must also immediately send us any letters and documents that you receive in connection with the event before you reply to them. If you know of any future prosecution, coroner's inquest or fatal enquiry about any event, you must tell us immediately in writing.

2. You, and anyone insured by this Policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission. We may take over and deal with the defence or settlement of any claim in the name of the person making the claim under this Policy. We may also pursue any claim to recover any amount from a third party in the name of anyone claiming cover under this Policy. Anyone making a claim under this Policy must give us any help and information we need.

Cancellation

3. We, or our authorised agent, may cancel this Policy by giving you seven days notice in writing which we send by Recorded Delivery. We will send any notice to your last known address. You must then send us the Certificate of Motor

Insurance so we can refund part of the premium.

4. You may cancel this insurance by notifying us or our authorised agent in writing and at the same time returning your Certificate of Motor Insurance. Provided this insurance is an annual contract and that there have been no claims in the current period of insurance, you will be entitled to a return of premium based on our current short period rates, which are as follows:

Period not exceeding	% of annual premium payable
1 month	20%
2 months	30%
3 months	40%
4 months	50%
6 months	70%
8 months	90%
Over 8 months	Full premium

Minimum premium of £25.00 plus insurance premium tax applies

This scale will also apply in the event that cancellation arises because an amendment to the insurance is requested by you is unacceptable to us.

Other insurance

5. If you make a claim for any liability, loss or damage that is also covered by any other Policy, we will only pay our share of the claim.

GENERAL CONDITIONS (continued)

Your duty to prevent loss or damage

6. You must take all reasonable steps to keep your motorcycle in a safe condition and protect it from damage, fire, theft or attempted theft, malicious damage and someone taking your motorcycle without your permission. You must allow us to examine your motorcycle whenever we ask.

Arbitration

7. If we accept a claim under Section 1 of this Policy, but cannot agree the amount we will pay you, we will pass the matter to a legally-appointed independent arbitrator. The arbitrator must have made a decision before you can take legal action against us.

Your duty to comply with Policy conditions

8. We will only provide the insurance described in this Policy if:
 - a) anyone claiming protection has met all its conditions and terms
 - b) the information you gave on your Statement of Facts or Proposal form is correct and complete
 - c) it is understood that the premium charged for this insurance is based on answers supplied by you to questions asked by us at inception and at any subsequent policy change or renewal and your failure to supply such information could lead to indemnity being declined and/or the insurance

being void.

Fraud

9. If you, or anyone acting on your behalf, makes a claim under this insurance knowing the claim to be false, fraudulent or inflated, or forged or falsified documents are used or submitted to obtain or attempt to obtain benefit, we will not pay the claim and all cover will cease. The premium paid may be returned to you, but a deduction of 15% will be made in respect of our administration costs.

Alteration in risk

10. Any alteration to this insurance made at your request will be subject to an administration charge in addition to any change in premium.

Complaints Procedure.

11. We aim to provide an exceptional service to our customers. We realise however that things can go wrong and there may be occasions when you feel that we have not provided the service you expect. When this happens, we want to know so that we can try to put things right for you.

GENERAL CONDITIONS (continued)

Where to go:

Step 1. Contact the broker or intermediary who arranged your policy for you. Their address can be found in the Schedule.

Step 2. If you remain dissatisfied please write to or contact The Managing Director, Novitas Underwriting Agency plc, 13-15 Archway Road, London N19 3TX (tel 020.7263.1100, fax 020.7263.4040, email underwriting@novitas.co.uk).

Step 3. Contact AXA Insurance UK plc, PO Box 147, Civic Drive, Ipswich IP1 2AN (tel 0845.3000886, fax 0845.3000887) where one of the Customer advisers will be pleased to assist you.

Step 4. Contact the Head of Customer Care at AXA Insurance UK plc, One Aldgate, London EC3N 1RE (tel 020.7369.3910, fax 020.7977.5192, email customercare@axa-insurance.co.uk). Your case will be reviewed on behalf of the Chief Executive.

Step 5. If we have made a final decision and you are still dissatisfied you may refer your case to the Insurance Ombudsman Bureau, of which we are members. The Insurance Ombudsman Bureau is an independent body that arbitrates on complaints about general insurance products. It will only consider

complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. Referral to the Insurance Ombudsman Bureau will not affect your right to take legal action.

Contact the Insurance Ombudsman Bureau, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (tel 0845.6006666, fax 020.7964.1001).

Changes which affect your Policy

- 12 You must tell us about any changes which affect your Policy and which have occurred either since the Policy started or since the last renewal date. If you are not sure whether certain facts are relevant please ask your broker, but they include:
- a) change of address or garaging arrangements
 - b) change of vehicle or any modification to the manufacturer's standard specification
 - c) details of any person likely to drive, e.g. convictions, prosecutions pending, occupation (full or part time) and/or use, disability or infirmity needing medical treatment and/or the use of drugs
 - d) any accidents or loss involving your vehicle or while driving anyone else's.

If you don't tell us about relevant changes, your Policy may not be valid or the Policy may not fully cover you.

HOW TO REPORT A CLAIM

Telephone Novitas on 020.7263.1100 as soon as possible after the incident has occurred. We will take details of the incident over the telephone and send you a statement of facts summarising the conversation – there's no need to complete a report form.

If damage to your motorcycle is covered, we will normally arrange an inspection of your motorcycle. It will help if you could have the full address and telephone number of the vehicle's location to hand when telephoning.

Should you receive any correspondence from another party involved in the accident, please forward this to our office unanswered and as soon as possible. Recent reforms to the civil justice system give us very little time in which to respond, so please don't delay.

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

Novitas Underwriting Agency plc – Motorcycle policy underwritten by Axa Insurance UK plc

Important notice to policyholders – Changes to your Policy Cover

The changes referred to in this notice apply to **your Motorcycle Policy** from its first inception or renewal date on or after 1st July 2003. Please read this notice carefully and then place with **your Policy** document as this forms an attachment to your Schedule.

In this notice certain words have special meanings (which can be found in **your Policy** under **Definitions** and/or the beginning of particular Cover Sections). The words with special meanings are shown in bold type and start with a capital letter.

GENERAL EXCEPTIONS

A terrorism exclusion is added to General Exceptions as follows:

7. This **Policy** does not provide cover for any loss or damage to property, or any consequential loss or legal liability directly caused by, contributed to by, or arising from terrorism or any action taken in controlling, preventing or suppressing or in any way relating to terrorism. However this **Policy** covers **You** so far as is necessary to meet with any law on Compulsory Insurance.

For the purpose of this Exception, terrorism means an act or acts whether threatened or actual of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means, made or claimed to be made wholly or in part for political, religious or similar purposes.

Endorsement applying to Section 2 – Liability to others – paragraph A

Liability under Section 2 – Liability to Others – paragraph A of this policy is limited to:

Death of or injury to any person	UNLIMITED
Damage to any person's property	£20,000,000

Section 1 – Loss or Damage to your machine or spare parts

The cover is amended to include a provision that the repairer may use parts that have not been produced by the vehicle manufacturer.

New EXCEPTION TO SECTION 1

Where your motorcycle is not to UK specification (originally manufactured for sale as new in the UK) and any part, unit or accessory of your motorcycle becomes unobtainable or obsolete in pattern and therefore out-of-stock in the UK, you are not covered for the following:

- * Increased costs of repair, replacement part, unit or accessory due to non-availability and/or waiting time for delivery.
- * Storage costs whilst awaiting commencement of the repair to your motorcycle.

This notice forms part of your policy and should be attached to it.

1/7/03