

Specialist vehicle



Motorcycle policy



Your policy document

Welcome to your ERS policy document. To know exactly what your insurance covers with us, please make sure to read this document carefully. You should read it alongside any schedule, endorsement or certificate you've received from ERS.

If you have any questions about your cover, please contact RH directly.

This insurance is written in English and any communications we send to you about it will be in English.

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

- You and we agree otherwise or
- At the start date of the contract you are a resident of (or in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply

Our agreement – your insurance

The information you or your representative have supplied has been relied upon by us in offering the contract of insurance.

This policy document, certification of motor insurance, schedule, any schedule of endorsements form the contract of insurance between you (the insured) and us (ERS).

You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

Signed for and on the behalf of ERS.



Martin Hall
Active Underwriter

About ERS

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851).

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is:

21 Lombard Street, London, EC3V 9AH

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Definitions

The following definitions apply to this insurance document and shall keep the same meaning wherever they appear in the document other than if otherwise separately defined within the Section 10 definitions.

- **Accessories** - parts permanently added to your motorcycle that do not affect its performance
- **Agreed value** - the amount which represents the insured value of your vehicle. If your vehicle is stolen and not recovered or is a total loss, we agree to pay you the agreed value and not the market value of the vehicle. If your insurance has been accepted on an agreed value, it will be indicated on your policy schedule. If we ask you to, you must give us a valuation certificate either from your driver's club or an independent specialist.

Note: Please ensure the value shown on the schedule is reviewed annually as this may affect the amount paid in the event of a claim.

- **Certificate of motor insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document
- **Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current
- **ERS** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on
- **Excess** - a contribution by you towards a claim under this insurance
- **Market value** - the cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss

Note: Please ensure the value shown on the schedule is reviewed annually as this may affect the amount paid in the event of a claim.

- **Period of insurance** - the period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium
- **Road** - any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom
- **Schedule / policy schedule** - the document showing the motorcycle we are insuring and the cover which applies. To be read in conjunction with the Schedule of Endorsements
- **Schedule of endorsements** - the document showing endorsements that apply. To be read in conjunction with the policy schedule
- **Trailer** - a trailer, semi-trailer or container used for carrying goods but which cannot be driven itself
- **United Kingdom / UK** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
- **We, us** - ERS
- **You** - the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance
- **Your motorcycle, the insured motorcycle** - any motorcycle shown on the schedule or described in the current certificate of motor insurance (and under section 1 and 5 only, an attached caravan or trailer)

Definitions - Section 9 only

The following definitions apply to Section 9 of this insurance document and shall keep the same meaning wherever they appear in Section 9. Where any conflict exists with the definitions shown on Page 4, the definitions below shall apply in respect of cover under Section 9.

- **Breakdown(s)** - mechanical or electrical component failures/breakages; flat batteries; punctures; running out of fuel; misfuelling or contaminated fuel used; ignition keys lost, stolen or locked in the insured motorcycle; damage caused by accident, vandalism or attempted theft; or being stuck in snow, ice, mud, sand or flood which renders the insured motorcycle incapable of being driven or illegal to drive, occurring during the period of insurance and within the geographical limits corresponding to the cover you have purchased as shown on the policy schedule
- **Geographical limits:**
 - **UK** - within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and the Scottish Isles
 - **Europe** - any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein)
- **Home address** - the place where the insured motorcycle is normally kept within the UK, as shown on the policy schedule
- **Passenger(s)** - persons being legally transported by the insured motorcycle
- **Recovery agent** - a qualified motor mechanic or recovery driver who is a member of our approved recovery network
- **Specialist equipment** - non-standard apparatus or recovery motorcycles which, in the opinion of the recovery agent, are required to safely recover the insured motorcycle. Specialist equipment includes, but is not limited to, winches, skates, sliders, dolly wheels, donor wheels and crane lifts
- **Trip** - a journey in/on the insured motorcycle to any of the countries listed under the definition of Europe in this wording, which begins and ends within the UK and occurs during the period of insurance
- **You / your** - the policyholder as shown on the policy schedule and any authorised driver and passenger(s)

What to do if you need to make a claim

Helpful notes

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- Tell us about the claim as soon as you can (If applicable, please call us from the scene of the accident if it's safe to do so)
- Take photographs of any damage to the motorcycles involved

Claims helpline – 0345 602 3381

- Call this number if you want to report an accident, fire, theft
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number

You can count on us for all this:

- A market-leading customer experience
- A specialist team to handle your claim
- A network of approved suppliers to get you back on the road quickly
- Fraud prevention to keep your premiums low
- Positive handling of third-party claims to keep costs down
- Sophisticated tools to help claims go smoothly

Repairing your motorcycle

If your insurance covers damage to your motorcycle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your motorcycle can't be ridden we will arrange for roadside recovery
- We'll collect the insured motorcycle from you and deliver it back to you after the repairs
- Repairs will be carried out by a garage in our approved repairer network, provided that's the best option for you.
- An expert claim handler will manage your claim for you

We want to get you back on the road as soon as possible.

Keeping your motorcycle safe

Please make sure your motorcycle is locked and the keys are in a safe place.

Your insurance won't cover loss of your motorcycle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- It was been left unlocked (if locks are fitted to your motorcycle) or
- It was left with the keys (or any form of keyless entry / ignition control device), in or on it or
- Reasonable precautions were not taken to protect it

If someone makes a claim against you

There are a few simple steps you can take to try to reduce the amount of any claim against you, and to protect yourself against fraudulent claims.

Don't apologise or admit it was your fault.

Make sure to take the other person's details, including:

- Their name, address and contact number
- The registration number and make and model of their vehicle
- Their insurer's name and policy number

Take photos of:

- Any damage to their vehicle
- Any damage to your own motorcycle
- The scene of the accident, as long as it's safe to do so

Make a note of:

- Any injuries to anyone involved
- The number of passengers in the other vehicle
- The name, address and contact number of any witnesses
- The name and number of any police officer who attends the scene of the accident
- Any unusual behaviour from the other person and the direction they take when they leave the scene

24-hour breakdown helplines

Reporting a breakdown

Whilst we hope that all journeys will be incident free, should the insured motorcycle suffer a breakdown, our 24-hour Rescue Control Centre is on hand to help. Our aim is to attend the scene of a motor breakdown as quickly as we can. There may be times where delays arise due to external factors beyond our control i.e. the weather or roadworks. During these times we appreciate your patience.

You can contact the 24-hour Rescue Control Centre on:

- **0800 783 3280** when calling from the UK or
- **00 44 (0) 1277 235 999** when calling from Europe

If you are deaf, hard of hearing or speech impaired and require assistance, you can text your full name and registration number to **+44 (0) 7786 204387**.

So that we can help you as quickly as possible, please make sure you have the following information ready:

- The policy number, policyholder name and address
- A contact phone number
- The insured motorcycle registration number, make and model
- The location of the breakdown
- Any motorcycle modifications or other information which may be relevant to the recovery of the insured motorcycle

Please note: To help provide a first class service, telephone calls may be recorded.

Cover

The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section name	Comprehensive	Accidental Damage & Third party Fire & Theft	Accidental Damage, Fire & Theft	Third party Fire & Theft	Fire & Theft	Third Party Only
Section 1 - Liability to others	✓	✓	✗	✓	✗	✓
Section 2 - Loss of or accidental damage to your vehicle	✓	✓	✓	✓	✓	✗
Accidental damage -----	✓	✓	✓	✗	✗	✗
Malicious damage -----	✓	✓	✓	✗	✗	✗
Fire -----	✓	✓	✓	✓	✓	✗
Flood -----	✓	✓	✓	✗	✗	✗
Theft -----	✓	✓	✓	✓	✓	✗
Vandalism -----	✓	✓	✓	✗	✗	✗
Section 3 - Medical expenses	✓	✗	✗	✗	✗	✗
Section 4 - Personal accident benefits	✓	✗	✗	✗	✗	✗
Section 5 - Personal belongings	✓	✗	✗	✗	✗	✗
Section 6 - Garage	✓	✗	✗	✗	✗	✗
Section 7 - Foreign use	✓	✓	✓	✓	✓	✓
Section 8 - Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗
Section 9 - Vehicle breakdown and recovery service	✓	✓	✗	✓	✗	✓

The General Terms, Conditions and Exceptions apply to all sections of the policy.

IMPORTANT: - You can only have Accidental Damage Fire & Theft cover and Fire & Theft cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

Section 1 – Liability to others

Riding your motorcycle

We will provide insurance for any accident you have while you are riding, using or in charge of your motorcycle or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people.

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident

If there is a property damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

Riding other motorcycles

We will also provide the cover shown above (if this is shown on your certificate of motor insurance and your motorcycle has an engine size of 351cc or more) to ride any motorcycle that you do not own and have not hired under a hire purchase or leasing agreement, as long as you have the owner's permission to ride the motorcycle.

You are not insured against:

- Any loss or damage to the motorcycle you are riding
- Any event which happens outside of the United Kingdom
- Any legal responsibility if you no longer have possession of the insured motorcycle
- Any event which happens when this insurance is not in the name of an individual person
- Any legal responsibility unless the motorcycle is insured against third party road risks in its own right or
- Securing the release of a motorcycle that has been seized by or on behalf of the police or any public or local authority

Other people riding or using your motorcycle

In the same way you are insured, we will also cover the following people.

Any person you allow to ride or use your motorcycle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.

Any passenger who causes an accident while travelling in or getting into or out of the insured motorcycle, as long as you ask us to cover the passenger.

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Business use

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Riding your motorcycle' while you are working for that employer or partner, but not while using a motorcycle provided by the employer or partner unless that motorcycle is shown in the schedule.

Legal costs

In respect of any event which is covered under this section, if we first agree in writing, we will arrange and pay:

- Solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- The costs for legal services to defend anyone we insure against any prosecution arising from any death and
- All other legal costs and expenses we agree to

The most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

Emergency medical treatment

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any motorcycle which this insurance covers.

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts.

Towing

Under this section we will insure you while any motorcycle covered by this insurance is towing a trailer (as allowed by law).

We will only provide this cover if:

- The trailer is properly secured to your motorcycle by towing equipment made for the purpose and
- The method of towing the trailer stays within the manufacturer's recommended towing limits and any other relevant law

We will not pay any claim arising from:

- Loss of or damage to the towed trailer
- Loss of or damage to any property being carried in or on the towed trailer
- A trailer being towed for reward
- Towing more than the number allowed by law or
- If more than one trailer is being towed at any one time

Exceptions to Section 1

This section of your insurance does not cover the following:

1. Anyone who can claim for the same loss from any other insurance
2. Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance
3. Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws
4. Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event

This exception:

- Relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released and
- Includes contamination or pollution of any building or other structure, water, land or the air

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your motorcycle, or any part of it.

5. Death, bodily injury or damage arising as a result of loading or unloading your motorcycle somewhere other than on the road by anyone apart from the driver or attendant

Section 2 – Loss of or damage to your motorcycle

This cover only applies to your motorcycle

We will insure your motorcycle against loss or damage (less any excess that applies) caused by:

- Accidental or malicious damage, flood damage or vandalism
- Fire, lightning, self-ignition and explosion or
- Theft or attempted theft, or taking your motorcycle away without your permission

For a claim under this section we will, at our absolute discretion either:

- Pay for the damage to be repaired
- Pay an amount of cash to replace the lost or damaged item or
- Replace the lost or damaged item

The most we will pay will be either:

- The market value of your motorcycle (including its accessories) immediately before the loss up to the value shown on your schedule, or if it applies, the agreed value shown on your schedule or
- The cost of repairing your motorcycle

whichever is less.

We will not pay the cost of any repair or replacement which improves your motorcycle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

Excesses

If an excess is shown on your schedule, you have agreed to pay that amount for each incident of loss or damage.

If more than one motorcycle is insured on your policy and they are involved in the same incident, the excess shown on your schedule will apply to each motorcycle separately.

Recovery and redelivery

After any claim under this section we will pay the cost of moving your motorcycle from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your motorcycle back to you in the United Kingdom after repair.

Do not try to move your motorcycle yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move your motorcycle, we will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged motorcycle must be agreed by us. If you arrange storage without our prior knowledge and consent we will not pay any extra cost arising from that arrangement where this is greater than the cost we negotiate with our approved supplier.

Repairs

If your motorcycle is damaged in any way which is covered by this insurance, you should contact us immediately. We can, if you wish, organise for our approved repairers to repair your motorcycle.

If your motorcycle cannot be ridden safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- A fully costed estimate
- All damaged parts and
- Images of the damaged areas of the insured vehicle

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under this Section.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

Wherever possible we will use genuine manufacturer's (or manufacturer's recommended) parts. Where these are not readily available, we may use recycled or non-original parts and equipment when repairing your motorcycle.

Total loss (write-off)

If the cost of repairs to your motorcycle is greater than the market or agreed value of the motorcycle we will offer you an amount as compensation. The insurance for your motorcycle will end when you accept that offer.

You may keep the salvage if your motorcycle is over 20 years of age.

You will not receive a premium refund if your insurance ends due to a total loss claim. If you pay your premium under the instalment plan, the amount you owe for the year's premium will be taken from the claim payment.

If the motorcycle belongs to someone else, we will normally pay an amount for the total loss of the motorcycle to the motorcycle's legal owner.

If there is any outstanding loan on the motorcycle, we may pay the finance company first. If our estimate of market value is more than the amount you owe them we will pay you the balance. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

If your motorcycle is leased or on contract hire, we may pay the leasing or contract hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe you may have to pay them the balance.

Once payment has been issued the motorcycle becomes our property for disposal.

When your motorcycle is being serviced or repaired

The cover provided under this section will still apply when your motorcycle is being serviced or repaired. While your motorcycle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown in your certificate of motor insurance).

Dismantled parts

We will pay up to the value of your motorcycle for dismantled parts kept in a locked building at the address shown on your proposal form or statement of facts, or another address agreed by us.

Cherished number plate

If, as a result of a valid total loss/theft claim under this policy, you are totally and irrevocably deprived of the use of the cherished registration number attached to the insured motorcycle, we will pay (up to a maximum of £10,000) the amount equal to the value determined by a member of the Cherished Numbers Dealers Association.

We will not be liable for losses occasioned by or happening through any of the following scenarios:

- Your permanent disqualification from driving
- Confiscation, seizure or detention by Customs or other officials or authorities
- If you or any company you are associated with is in liquidation or bankrupt

Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to us.

Exceptions to Section 2

This section of your insurance does not cover the following

1. The amount of any excess shown on your schedule
2. Any amount as compensation for you not being able to use the insured motorcycle (including the cost of hiring another motorcycle)
3. Wear, tear and depreciation
4. Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment
5. Your motorcycle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
6. Repairs or replacements which improve the condition of the insured motorcycle
7. Damage to tyres, unless caused by an accident to your motorcycle
8. Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the motorcycle manufacturer's instructions
9. Loss of or damage to accessories unless they are permanently attached to your motorcycle
10. Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the motorcycle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the motorcycle manufacturer or their agents in the United Kingdom)
11. Loss of or damage to the insured motorcycle as a result of deception
12. Loss resulting from repossessing the insured motorcycle and returning it to its rightful owner
13. Loss of or damage to the insured motorcycle or its contents by theft or attempted theft or an unauthorised person taking and riding it if:
 - It has been left unlocked (if locks are fitted to the insured motorcycle)
 - It has been left with the keys (or any form of keyless entry / ignition control device), in it or on it
 - You have not taken reasonable precautions to protect it
14. Loss of or damage to your motorcycle resulting from a member of your immediate family, or a person living in your home, taking your motorcycle without your permission, unless that person is convicted of theft
15. Loss of or damage to any motorcycle which you are riding or using that does not belong to you, is not being bought by you under a hire purchase agreement or is leased to you. (Unless the motorcycle is shown on your schedule)
16. Loss of fuel
17. Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority

Section 3 – Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your motorcycle as a result of an accident involving your motorcycle.

You will not have to pay an excess for any claim under this section.

Section 4 – Personal accident benefits

We will pay the following amounts if you or your husband, wife or civil partner is involved in an accident and within three months of that accident it is the only cause of death or injury.

▪ Death	£7,000
▪ Loss of any limb	£5,000
▪ Permanent loss of sight in one or both eyes	£5,000

The most we will pay in any period of insurance is £7,000.

To get a payment, the injury or death must:

- Be directly connected with an accident involving your motorcycle or
- Have happened when you or your husband, wife or civil partner were travelling in, or getting into or out of, any other private motorcycle

We will make the payment to you or your legal personal representative.

If you or your husband, wife or civil partner have any other insurance contract with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- Death or bodily injury caused by suicide, attempted suicide or
- Where this insurance is not in an individual's name

You will not have to pay an excess for any claim under this section.

Section 5 – Personal belongings

We will pay up to £150 for personal belongings in or on your motorcycle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- Money
- Goods or samples connected with the work of any rider or passenger
- Property insured under any other contract
- Property that was not protected

You will not have to pay an excess for any claim under this section.

Section 6 – Garage

We will pay up to £2,500 for damage to your garage caused by fire or explosion, if:

- Your motorcycle is in the garage at the time and
- The garage is not insured under any other insurance. You will not have to pay an excess for any claim under this section

Section 7 – Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your motorcycle:

- In any country which is a member of the European Union and
- In any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union
- While your motorcycle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your motorcycle is being transported by rail or by a recognised sea route of not more than 65 hours
- We will provide the cover shown in your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 90 days

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

Extra cover

If you want to travel to any other country, or want to extend the 90-day limit on any one trip, you must contact RH.

If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

Customs duty and other charges

If your motorcycle suffers any loss or damage covered by this insurance, and your motorcycle is in any country which we have agreed to provide cover for, we will do the following. We will:

- Refund any customs duty you have to pay after temporarily importing your motorcycle into any of the countries where you have cover
- Refund any general average contributions and salvage charges you may have to pay while your motorcycle is being transported by a recognised sea route and
- Pay the cost of delivering your motorcycle to you at your address after the repairs have been made if your motorcycle cannot be ridden because of any loss or damage

Section 8 – Loss of keys and replacing locks

We will pay up to £750 if the keys for your motorcycle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- You let the police know about the loss as soon as it is discovered and
- We deem it necessary to replace the above stated items due to the loss/theft of the keys causing a risk to the vehicle being stolen

You will not have to pay an excess for any claim under this section and it will not affect your no claim bonus.

Section 9 – Motorcycle breakdown and recovery service

Unless shown otherwise by endorsement, this extension forms part of your insurance cover.

NOTE: This section of the policy is a motorcycle breakdown and recovery insurance, designed to help keep you and your party mobile.

Section A – UK Cover

ROADSIDE ASSISTANCE

What is covered:

We will cover the following if the insured motorcycle suffers a breakdown more than a $\frac{1}{4}$ of a mile from the home address (if less than a $\frac{1}{4}$ of a mile please refer to the home assistance section):

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured motorcycle and you to the nearest available repairer within 20 miles of the breakdown if it cannot be repaired at the scene
- Phoning someone that may need to know about the breakdown

If the repairer is closed and you ask us to take the insured motorcycle back to the home address, we can pick it up the next day (or whenever suits you), and take it to the nearest available repairer within 20 miles of the home address.

What is not covered:

- More than one hour of labour costs at the roadside
- Any benefit not arranged and agreed by us
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any breakdowns occurring within a $\frac{1}{4}$ of a mile of the home address
- Any storage costs
- Any cost of recovering the insured motorcycle and you to separate destinations after a breakdown

MISFUELLING

What is covered:

If the insured motorcycle cannot be ridden as a result of using the incorrect type of fuel, we will cover:

- Draining and flushing of the fuel tank at the roadside
- Taking the insured motorcycle and you to the nearest available repairer for draining and flushing of the fuel tank, if it cannot be done at the scene
- Topping up the fuel tank with 10 litres of the correct fuel

Please note: if you realise you have used the incorrect fuel and have not started the insured motorcycle, do not attempt to start it.

What is not covered:

- Any transportation beyond the nearest available repairer unless previously agreed by us
- Any loss of fuel due to draining and flushing
- Any resultant damage or failure of any parts caused by incorrect fuel being used

LOST KEYS

What is covered:

If you lock the keys within the insured motorcycle or lose them, we will cover:

- Taking the insured motorcycle and you to the nearest available repairer or
- Taking you to and from where the spare keys are located, provided it is no further than the nearest available repairer

What is not covered:

- Any repairing, replacing, or re-programming of keys

RECOVERY / ALTERNATIVE TRANSPORT / OVERNIGHT ACCOMMODATION

What is covered:

If the insured motorcycle cannot be repaired at the scene of the breakdown or at the nearest available repairer by the end of the working day we will cover:

- Taking the insured motorcycle and you to any one place within the UK that you choose or
- If you are more than 50 miles from the home address:
 - Vehicle hire up to £250 so that you can complete your journey and return to collect the insured motorcycle after repair or
 - Alternative means of public transport up to £150 so that you can complete your journey and return to collect the insured motorcycle after repair or
 - Overnight accommodation (on a room only basis) for 1 night, up to £75 per person, near where the insured motorcycle is being repaired

What is not covered:

- Any breakdown occurring within a ¼ of a mile of the home address
- Any costs for food, meals or drinks
- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle
- Any ferry fares or toll fees

REPLACEMENT RIDER

What is covered:

- If the only rider in the insured motorcycle is certified as medically unfit to ride during a trip/journey, we will arrange and cover the cost for a chauffeur to ride or transport the insured motorcycle to a single destination that you choose.

HOME ASSISTANCE

What is covered:

If the insured motorcycle suffers a breakdown within a ¼ of a mile of the home address we will cover:

- Up to one hour of labour costs at the roadside or the home address
- Taking the insured motorcycle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

What is not covered:

- Any recovery costs other than to the nearest available repairer if the breakdown occurs within a ¼ of a mile of the home address

Section B - European Cover

What is covered:

In addition to the cover provided in Section A UK cover, we will provide the cover stated in the following sub-sections if the insured motorcycle suffers a breakdown during a trip.

Cover for misfuelling, lost keys and replacement rider cover is also extended to whilst the insured motorcycle is being ridden in Europe.

What is not covered:

- Any transportation of excise goods to or from Europe which come under the jurisdiction of HM Revenue & Customs (e.g. alcohol and tobacco). Any of these items must be removed from the motorcycle prior to transportation being arranged and you will be responsible for any shipping costs
- Any cover in Europe if the insured motorcycle has been out of the UK for more than 90 days for any one trip during the period of insurance

COVER PRIOR TO TRIP DEPARTURE

What is covered:

If the insured motorcycle suffers a breakdown in the UK up to seven days prior to a pre-booked trip and cannot be repaired before the planned departure date (a garage report and evidence of your pre-booked trip will be required), we will cover:

- Rebooking a missed sea crossing (ferry or train) as a result of the breakdown, if the insured motorcycle can be repaired within 24 hours of the original booked sea crossing or
- Overnight accommodation (on a room only basis) for you near where the insured motorcycle is being repaired. The most we will pay is up to £75 per person per night

What is not covered:

- Any claim where the policy was purchased less than ten days before your planned trip departure date
- Any costs for food, meals or drinks

ROADSIDE ASSISTANCE

What is covered:

If the insured motorcycle suffers a breakdown in Europe we will cover:

- Up to one hour of labour costs at the roadside to try and repair the fault
- Taking the insured motorcycle and you to the nearest available repairer if the breakdown cannot be repaired at the scene

What is not covered:

- More than one hour of labour costs at the roadside
- Any costs (including labour) incurred for any repairs carried out other than at the scene of the breakdown
- Any transportation beyond the nearest available repairer

ALTERNATIVE TRANSPORT / OVERNIGHT ACCOMMODATION

What is covered:

If the insured motorcycle suffers a breakdown in Europe, and it cannot be repaired the same day, we will cover:

- A hire vehicle while the insured motorcycle is being repaired, up to £70 per day, to a maximum of £800 in total or
- Standard-class rail fares and / or economy class air travel, as agreed by us, for you to get to your intended destination and for you to return to collect the insured motorcycle after repair or
- Alternative overnight accommodation (on a room only basis) for you while the insured motorcycle is being repaired, up to £75 per person per night to a maximum of £750 in total

What is not covered:

- Any costs for food, meals or drinks
- Any use of hire cars across national borders
- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle

RETURNING YOU AND THE INSURED MOTORCYCLE BACK HOME

What is covered:

If after a breakdown the insured motorcycle cannot be repaired before the planned return date we will cover:

- Standard-class rail fares and/ or economy class air travel, as agreed by us, for you to return to the home address
- Motorcycle storage costs
- Providing it will be repaired on return to the UK, transportation of the insured motorcycle to a single destination you choose within the UK or
- If agreed by us in advance, the cost of one economy air fare and / or standard-class rail fare for either you or someone you nominate, who is legally entitled and able to ride the insured motorcycle, to return and collect it following repair

What is not covered:

- Any customs import duties
- Any other additional costs incurred in transporting injured occupants as a consequence of a breakdown
- Any costs if the transportation of the insured motorcycle and you has not been arranged and agreed by us

REPLACEMENT PARTS DISPATCH

What is covered:

If replacement parts are needed to repair the insured motorcycle, and these are not available locally, we will cover the costs to transport these parts.

What is not covered:

- Any costs incurred from ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you
- Any actual cost of any parts needed to repair the motorcycle

EMERGENCY REPAIRS FOLLOWING AN ATTEMPTED THEFT / BREAK-IN

What is covered:

If the insured motorcycle is damaged following an attempted theft or break-in, we will cover emergency repairs to secure it, up to a maximum of £200.

Please note: In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

What is not covered:

- Any costs incurred after your return to the UK
- Any repairs for cosmetic damage including, but not limited to, damage to paintwork

TENT THEFT OR DAMAGE

What is covered:

If your tent is stolen or damaged following a break-in, attempted theft or theft of the insured motorcycle, we will cover:

- Tent hire up to a maximum of £100 in total or
- Alternative overnight accommodation (on a room only basis) for you, up to £75 per person to a total of £500

What is not covered:

- Any costs for food, meals or drinks
- Any cover under this benefit if a claim is also made for alternative overnight accommodation under Alternative transport / overnight accommodation

Please note: In order to make a claim under this section you will need to contact the police within 48 hours of the incident and be able to provide proof of this contact when requested.

REPLACEMENT VEHICLE ON RETURN TO THE UK

What is covered:

If we have agreed to return the insured motorcycle and it is still out of use upon your arrival back in the UK, we will cover up to £250 for a hire vehicle while it is being repaired.

What is not covered:

- Any fuel and oil costs used in any hire vehicle
- Any costs other than the daily rate of a hire vehicle (please see important information for further details)
- Any costs related to the breakdown of a hire vehicle

Important information

Claiming for expenses - Any claim for expenses must be notified within seven days of the breakdown where it happens in the UK, or upon return from your trip, to: **RH Breakdown and Recovery Assistance**, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

You must keep all invoices and receipts and other documents which may be relevant to a claim. Any documentary evidence and details we may require must be provided.

Recovery agent documentation - You may be asked to sign documentation by the recovery agent which relate to the service being provided. Failure to do so may result in further services being denied. Please do not sign any documents until you have read & understood the content in full.

Hire vehicles - It is not always possible to provide hire vehicles with automatic transmissions or vehicles with accessories such as tow bars.

We do not offer hire / replacement motorcycles. Where the insured vehicle is a motorcycle the option to hire a car is available.

The provision of a replacement vehicle is subject to availability and the hire company's terms and conditions, including any driving licence restrictions and minimum age requirements. You may need to provide the hire car company with a credit card and a full driving licence to receive the vehicle.

You are responsible for any damage to the hire vehicle while it is in your possession and any excess imposed by the hire company. We will only refund amounts covered by this policy if we receive valid invoices and receipts.

If you take up the benefit of a hire vehicle, we will not pay any costs other than the daily rate of this vehicle.

Costs you may incur that are not covered include:

- Any hire vehicle insurance costs
- Any fuel or oil costs in the hire vehicle
- Any costs related to damage or breakdown of the hire vehicle
- Any excess waiver costs

Misfuelling - If you realise you have used the incorrect fuel in the insured motorcycle and:

- You have not started the motorcycle – do not attempt to start it
- You have started the motorcycle – stop at the nearest safe location, turn off the motorcycle and call the 24-hour Rescue Control Centre immediately

Returning your luggage home - If we return you to the UK after a breakdown, we will transport your personal luggage back to the home address. Transportation of your personal luggage may be separate from the insured motorcycle and you.

Riding in Europe - You may be asked to produce your documents at any time. Make sure they are to hand to avoid the risk of a police fine or even having the insured motorcycle taken away.

It is your responsibility to ensure you have all documentation and equipment needed to comply with the requirements of immigration, customs, health and other regulations. You should always have the following:

- Valid full (not provisional) driving licence
- Insured motorcycle registration document
- Motor insurance certificate
- Your travel documents

Make sure you have the cover you expect when riding abroad.

By law you may be required to carry certain equipment when riding in Europe. Please make sure you check and have everything you need.

General exceptions

These general exceptions apply to section 9:

1. Any loss, damage or costs that are covered by any other insurance or breakdown organisation
2. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
 - Acts of terrorism
 - An earthquake or other natural disaster
 - Any result of war, riot, revolution, civil commotion or unrest, or any similar event
 - Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
 - The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment
 - Carrying any dangerous substances or goods which you need a licence from the relevant authority
 - pressure waves caused by aircraft or other flying objects
3. Any costs if the insured motorcycle has been used:
 - For public or private hire or reward, including but not limited to, taxis and couriers - unless the appropriate cover is shown on your policy schedule
 - On any race track, race circuit or toll road without a speed limit (such as Nurburgring)
 - For racing, rally, pace making or in any contest or speed trial, or practising for any such event, or is involved in any rigorous reliability testing
4. Our recovery agent must have attended the initial breakdown for any cover under this policy to be in force
5. Any costs if the insured motorcycle is overloaded or carrying more than the amount of passengers for which it was designed
6. The cost of any parts, components or materials used to repair or remobilise the insured motorcycle
7. Any costs related to you not carrying a spare tyre or tyre inflation kit. This includes the sourcing and delivery of any tyres and any tyre specialist costs
8. Breakdowns due to frost damage or failure to maintain the insured motorcycle which leads to insufficient oil, coolant, or other fluids (excluding fuel)
9. Any penalty, parking, congestion or emission charges or any fines
10. Any request for assistance if the insured motorcycle is not accessible by the attending recovery agent
11. Any call-out related to a previous breakdown which has occurred within the last 28 days - unless you have made permanent repairs to the fault, or the insured motorcycle has been declared fit to ride by a recovery agent, or is in transit to a pre-booked appointment at a suitable repairer
12. Damage or costs incurred as a direct result of gaining access to the insured motorcycle following any request for assistance
13. The repair or recovery of the insured motorcycle at or from the premises of a motor trader
14. The attendance or recovery of any motorcycle being used with trade plates
15. Motorcycles which are broken down before or at the time of purchase, or breakdowns due to faults already known to you when you purchased this policy
16. Loss of or damage to the insured motorcycle or its contents, or any valuables carried in it
17. Telephone call charges
18. Compensation due to any delays in providing the services covered under this policy
19. Costs that aren't immediately to do with getting the insured motorcycle back on the road, for example lost earnings if a breakdown means you are late for work
20. Breakdowns which occur due to speeding, alcohol or drug-related incidents

General conditions

These general conditions apply to section 9:

1. We will only provide the cover described in this section if:
 - Anyone involved in or making a claim has met all the conditions in this document and
 - The information you have given is, as far as you know, correct and complete
2. We can:
 - Takeover, conduct, defend or settle any claim
 - Take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use must co-operate with us on any matter which affects this insurance
3. This insurance covers only the insured motorcycle as shown on the policy schedule. You must tell the administrator about any change to the insured motorcycle immediately
4. The insured motorcycle must have an MOT (unless exempt), be taxed, insured and registered in the UK
5. You must make sure that the insured motorcycle is in a roadworthy condition at all times and it has been maintained and serviced in accordance with the manufacturer's recommendations, and any necessary repairs have been carried out. At the time of a claim you must be able to provide proof of servicing if we ask for it
6. If the insured motorcycle suffers a breakdown, you must immediately tell the 24-hour Rescue Control Centre
7. Recovery of the insured motorcycle will be undertaken in accordance with regulations as they relate to our recovery agents' working hours. Recovery agents may require regular breaks or operate staged recoveries where further agents are used to share the recovery
8. If the insured motorcycle is fitted with locking wheel nuts you must carry the key/tool to remove them
9. Where possible you must stay with the insured motorcycle when the recovery agent arrives
10. Any emergency repairs undertaken at the roadside by recovery agents are temporary, to resolve the immediate breakdown. These repairs cannot be guaranteed and permanent repairs will need to be effected at the earliest opportunity. You are responsible for ensuring any repairs carried out at a repairing garage are to your satisfaction



General terms

Extra matters to bear in mind
These general terms apply to the whole insurance

No claim bonus

Where the insurance uses a No Claims Bonus (NCB) scale for the purposes of rate setting, this will be indicated under the “vehicle details” section of your schedule.

For each claim during a single period of insurance, the No Claims Bonus available at renewal will be reduced in accordance with our current step-back procedure scale.

If more than one vehicle is covered by this insurance, we will assess the no claim bonus as if each vehicle was insured separately.

Providing there have been no prejudicial claim(s) (a claim for which we have been unable to make a recovery; excluding windscreen claims), in the current period of insurance; we will give you a further years no claim discount, as long as the insurance has been in force for 12 consecutive months.

The price of your insurance policy may increase following an accident even if you were not at fault.

You cannot transfer your no claim bonus to another person.

Number of Years NCB	Average NCB Discount in year	Average PNCB Cost
0	0%	N/A
1	15%	N/A
2	25%	N/A
3	33.33%	N/A
4	40%	N/A
5+	50%	10%

Protected no claim bonus (PNCB)

PNCB is only available subject to the appropriate premium being paid and you having earned 5 or more years no claims bonus. If your policy includes PNCB, this will be shown on your schedule.

No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls. Please see the step- back procedure (below) for details.

If your NCB at renewal is 4 years or less, you will not be able to protect your NCB for the forthcoming period of insurance.



Step-back Procedure	No Claims Bonus at next ERS renewal date <u>without</u> NCB protection				No Claims Bonus at next ERS renewal date <u>with</u> NCB protection			
	Prejudicial Claim(s) in the next 12 months				Prejudicial Claim(s) in the next 12 months			
Number of Years NCB at inception or latest ERS renewal	none	1	2	3 or more claims	none	1	2	3 or more claims
0	1	0	0	0	N/A	N/A	N/A	N/A
1	2	0	0	0	N/A	N/A	N/A	N/A
2	3	0	0	0	N/A	N/A	N/A	N/A
3	4	1	0	0	N/A	N/A	N/A	N/A
4	5	2	0	0	5	N/A	N/A	N/A
5+	6	2	0	0	6	5	2	0

N/A = Not applicable

Changing or adding a motorcycle to this insurance

If you change the motorcycle covered by this insurance or need cover for an extra motorcycle (including a temporary motorcycle), please contact RH to discuss your requirements. If cover is agreed, RH will let you know about any change in premium and arrange for a new set of policy documents to be issued.

Limited mileage condition (if applicable)

The cover for your motorcycle is based on the annual mileage shown on your statement of facts and your schedule of endorsements. You must tell us if the annual mileage will be more than this figure because it may affect the cover provided.

Agreed value

Your motorcycle will be insured for its market value until we have accepted an agreed value.

If an agreed value applies, we will offer a claim settlement based on the last valuation we agreed, not the value of your motorcycle at the time of the claim.

General exceptions

These general exceptions apply to the whole insurance

Your insurance does not cover you for:

Riders and use

Any legal responsibility, loss or damage (direct or indirect) arising while any motorcycle covered by this insurance is being:

- Used for a purpose for which your motorcycle is not insured
- Ridden by or is in the charge of anyone (including you) who is not mentioned on the certificate of motor insurance as a person entitled to ride or who is excluded by an endorsement
- Ridden by or is in the charge of anyone (including you) who is disqualified from riding, does not hold a valid driving licence or Compulsory Basic Training (CBT) certificate (where required) in line with current law or has never held a licence to ride your motorcycle, does not keep to the conditions of their driving licence and CBT (where required) or is prevented by law from having a licence (unless they do not need a licence by law)
- Used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring)
- Used for racing or pace-making, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing

Drugs and alcohol

Any legal responsibility, loss or damage (direct or indirect) arising while any motorcycle covered by this insurance is being ridden by or is in the charge of anyone (including you) and is convicted of:

- Riding over the legal limit for alcohol or
- Riding under the influence of drugs, prescribed or otherwise

If convicted (which includes a conviction for failure to provide a breath, blood or urine sample) this shall be deemed to be conclusive evidence that the rider at the time of the loss or damage was under the influence of alcohol or drugs.

We will provide the minimum insurance required by the Road Traffic Act but we reserve the right to seek recovery of any such amounts from you or the rider of your motorcycle.

Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any motorcycle covered by this insurance is being used to carry:

- More passengers than the maximum seating capacity for the insured motorcycle as set by the motorcycle manufacturer or
- passengers in a manner likely to affect the safe riding and control of your motorcycle or
- Any load which is greater than the maximum carrying capacity as set by the motorcycle manufacturer or if applicable; any plated weight limit of the insured motorcycle

Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any motorcycle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. We will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where we need to provide the minimum insurance required by the Road Traffic Act.

Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law).

Criminal acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst your motorcycle is used by anyone insured under this insurance:

- In the course or furtherance of a crime or
- As a means of escape from, or avoidance of lawful apprehension

Deliberate acts

Any legal responsibility for loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

Excess

The amount of any excess shown within this policy document and / or on your schedule.

Other contracts

Any legal responsibility, loss or damage (direct or indirect) that:

- Is also covered by any other insurance or
- You have accepted under an agreement or contract unless you would have had that responsibility anyway
- Happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Foreign Use section of this policy document)

Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your motorcycle being used in a foreign country which we have agreed to extend this insurance to cover.

Earthquake, Riot War and Terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- An earthquake
- The result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law)
- Acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act

Nuclear/radioactive contamination

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- Ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel
- The radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment

Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

General conditions

What we expect for your cover to be valid

These general conditions apply to the whole insurance

Your responsibilities

Your premium is based on the information you gave at the start of the insurance and when it is renewed.

You are responsible for the information you or your appointed representative has provided to us. You should ensure that the information provided is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance.

The motorcycle must have an MOT (unless exempt), be taxed, insured and registered in the UK where required and you must:

- Take all reasonable steps to protect your motorcycle from loss or damage
- Maintain your motorcycle in a roadworthy condition and
- Let us examine your motorcycle at any reasonable time

If the above requirements are not met, we may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

Changes to your details

You must tell us immediately about any changes to the information you have already provided. Please contact RH if you are not sure if information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the changes you should tell us about:

- A change of motorcycle (including extra motorcycles and any temporary motorcycles)
- All changes you or anyone else make to your motorcycle if these make your motorcycle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic)
- A change of address
- A change of job, including any part-time work by you or other riders, a change in the type of business or having no work
- A change in the purpose for which you use your motorcycle
- A new main user of your motorcycle
- Details of any rider you have not told us about before, or who is not specifically entitled to ride by the certificate of motor insurance or is excluded by an endorsement, but who you now want to ride
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to ride or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to ride
- Details of any accident or loss (whether or not you make a claim) involving your motorcycle or that happens while you (or anyone who is entitled to ride under this insurance) are riding anyone else's motorcycle
- If any rider suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted

Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered.

You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

You are required to notify us of a claim within 72 hours of its occurrence. If you fail to do this, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

Claim requirements – rights and obligations

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim we will not pay the claim and cover under this insurance will end.

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under section 1. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

We can:

- Take over, carry out, defend or settle any claim and
- Take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance

We will take this action in your name or in the name of anyone else covered by this insurance.

You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under Section 2 of this policy document.

Compulsory Insurance laws

If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.

Cancellation

“14 days cooling off period”

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting RH within 14 days of the policy start date and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £10 (plus insurance premium tax (IPT) where applicable), except where an incident has occurred which may give or has given rise to a total loss claim, in which case the full annual premium will be payable to us.

The 14-day period applies to new policies and the renewal of existing policies.

Outside “14 days cooling off period”

You may cancel this insurance by declaring to RH, your requirement to cancel.

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance.

Refunds will be passed to your broker.

If any claim has been made in the current period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

Where we may cancel your policy

We or RH may cancel this insurance by sending seven days' notice, in writing, to your last known address. Refunds will be passed to your broker.

Your insurance may be cancelled because:

- You have not paid when due, a premium on an instalment plan
- You or anyone else covered by this insurance has not met the terms and conditions of the insurance
- You have not provided documentation requested by us or (such as a copy of your driving licence or evidence of no claim bonus)
- A change in your circumstances means we can no longer provide cover
- You misrepresent or fail to disclose information that is relevant to your insurance
- Identified fraud on another associated policy with ERS or
- You harass any member of our staff or show abusive or threatening behaviour towards them

This is not an exhaustive list.

Misrepresentation

Where we identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions
- Apply any administration costs
- Reject or pay only a proportion of your claim
- Not return to you any premium paid
- Cancel the policy
- Void the policy (which means to treat the policy as though it never existed)

Complaints

How to make a complaint if things go wrong

Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

The first step is to contact our dedicated complaint handling department who will review your case on behalf of our Chief Executive.

Address: ERS Customer Relations, PO Box 3937, Swindon, SN4 4GW
Tel: 0345 268 0279
Email: complaints@ers.com

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case.
Address: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA
Tel: 020 7327 5693.
Email: complaints@lloyds.com
Website: lloyds.com/complaints

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.)
Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk

This does not affect your right to take legal action.

If you ask someone else to act on your behalf we will require written authority to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at:
ERS Insurance Group Limited, 21 Lombard Street, London, EC3V 9AH

Important notices and information

Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to us.

ERS Syndicate Management Limited is the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases we will make sure that your information is adequately protected. Any transfers of personal information outside Europe will be subject to the provisions of the US Privacy Shield, standard contractual clauses approved by the European Commission or other contracts which provide equivalent protection.

You can find more information about how we use your personal information on our website: www.ers.com/policy-pages/privacy-policy

Where we collect your personal information

We might collect personal information about you from:

- You
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Anti-fraud databases, sanction lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers

How we use and disclose your personal information

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, brokers / reinsurance brokers, other insurers / reinsurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

ERS purchases reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under this contract of insurance, ERS reserves the right to disclose to its reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by ERS and this practice of spreading risk is standard practice in the insurance market.

The Data Protection laws classify information about your medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. We will only share this kind of personal data where it is essential to administer your insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information you provide to us is needed for us to assess your request for insurance, to enter into the insurance contract with you and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If we need your consent to use any specific information, we will make that clear at the time we collect the information from you. You are free to withhold your consent or withdraw it at any time, but if you do so it may impact upon our ability to provide insurance or pay claims. Further details about the legal basis for our processing of personal information, and the disclosure we may make, can be found on our website: www.ers.com/policy-pages/privacy-policy

Types of personal data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to you
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes you receive and policies you take out
Telematics (where you use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about you
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also dashcam recordings where this technology is used
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

Accepting and administering your policy

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for you and members of your household
- Set price levels for your policy
- Confirm your identity to prevent money laundering
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
 - When you apply for insurance
 - If there is an accident or a claim or
 - At the time you renew your policy

Profiling

When calculating insurance premiums, we may compare your personal details against industry averages. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions (including motoring offences).

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how we make these decisions on our website: www.ers.com/policy-pages/privacy-policy. See also “Your Rights” below.

Motor Insurance Database (MID)

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers’ Bureau (MIB). Certain government or authorised organisations including the Police, DVLA, DVLNI, Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport)
- Electronic vehicle licensing
- Law enforcement for the purposes of preventing, detecting, catching or prosecution offenders and
- Providing government services or other services aimed at reducing the level of uninsured driving

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at askmid.com.

Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, authorised repairers, the police or other investigators. We also may have to investigate your claim and conviction history. This may involve external claims handlers, loss adjusters, legal and other expert advisers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from our claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- Training and quality control
- As evidence of conversations
- For the prevention or detection of crime (e.g. fraudulent claims)

Preventing or detecting fraud

We will check your information against a range of registers and databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Details of the registers, databases and fraud prevention agencies we use may be requested from the Company Secretary at:

ERS Insurance Group Limited, 21 Lombard Street, London, EC3V 9AH

Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

Retention

We will keep your personal data only for as long as is necessary for the purpose for which it was collected. In particular, we will retain your information for as long as there is any possibility that either you or we may wish to bring a legal claim under or relating to your insurance, or where we are required to keep your information for legal or regulatory purposes.

Your rights

You have rights under the Data Protection laws including the right to access the information we hold about you (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances you may have the right to restrict or object to processing, to receive an electronic copy of your data (“data portability”) or to have your data deleted. You can also find out about any automated decisions we make that affect your insurance or premiums.

If you wish to exercise any of your rights, please contact us at:
Data Protection Officer
Address: 21 Lombard Street, London, EC3V 9AH
Email: dpo@ers.com

Further details about all the rights available to you may be found on our website: www.ers.com/policy-pages/privacy-policy
If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact dpo@ers.com

You also have a right to make a complaint to the Information Commissioner:
Address: Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
Tel: 0303 123 1113 (local rate) or 01625 545745 (national rate)
Email: casework@ico.org.uk

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU
Tel: 0800 678 1100 or 0207 741 4100
Email: enquiries@fscs.org.uk
Web: fscs.org.uk

IN THE EVENT OF AN ACCIDENT

01 Phone us immediately, preferably from the scene of the incident, using the 24 hour helpline number

02 Take photographs of damage to all vehicles and the scene of the accident, if safe to do so

03 Note the number of occupants in the other vehicle(s)

Phone us using the 24 hour helpline number on 0345 602 3381 which will allow us to arrange the following:

- **Roadside recovery for immobile motorcycles**
- **Collection and repair if cover is comprehensive**

Following the instructions above will help us protect you from fraudulent claims and keep costs to a minimum