

Please read and keep safe

# Motorcycle Insurance Policy

Your accident  
card is  
inside

## Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.

| Retirement | Investments | Insurance | Health |



# Welcome

Now that you've chosen **us** for **your motorcycle** insurance, **you** can be sure that we'll be there for **you** whenever **you** need **us**: 24 hours a day, 365 days a year.

**We** pride ourselves on our claims service. If it's 3am, pouring with rain, **your motorcycle** has been stolen or has been in an accident and you're miles away from home, all **you** want is help as quickly as possible.

## How to get help

Call us on:

**0345 030 6925**

**We** will help **you** if **you**:

- are involved in an accident (it is important that **you** report any accident to **us** immediately, even if **you** are not making a claim under your policy);
- want to make a claim;
- have chosen Motor Legal optional cover and need legal help.

## It's our problem now

*If you've had an accident,* depending on your cover, **we** can arrange for **your motorcycle** to be recovered and **you** and your passenger taken home or to your destination safely within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**You** don't need to worry about estimates as **we** have our own approved repairer network and will instruct them within an hour of **you** telling **us** that **your motorcycle** needs repairing. **We** will also authorise repairs and settle payments direct with the repairer and all repairs are guaranteed for three years.

**If you are making a claim,** an Incident Manager will record details of the incident and will start sorting out your problem immediately. There are no forms to fill in. The Incident Manager will confirm:

- whether your policy covers **you** for the incident;
- what **you** will have to pay; and
- all the steps involved in your claim being settled.

# Your Accident Card

## Your Accident Card

Please report all accidents to us immediately so we can tell you what to do next and help resolve any claim.

**0345 030 6925**

(Lines open 24 hours a day, 7 days a week)

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection calls may be recorded and/or monitored.



## Accident card

**We** recommend **you** carry this card with **you** in your purse or wallet for use if **you** are involved in an incident covered by your insurance.

## Third Party Accident Card

Our driver is insured by AVIVA, the UK's largest insurer.

Please call us to discuss your accident.

**0345 030 6925**

(Lines open 24 hours a day, 7 days a week)

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection calls may be recorded and/or monitored.



## Our promise

- To give **you** quality cover at a competitive price.
- To make sure that our people are professional, pleasant and helpful.
- To deal with your claim or any enquiry speedily and efficiently.
- Not to pressure **you** to buy any of our services **you** do not want.
- To send **you** easy to use information.

## Customers with Disabilities

- This policy and any other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact 0345 030 6921.

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## What does your motorcycle insurance include?

**Please check your policy schedule which gives you full details of the cover you have chosen. If you have any questions or would like to make any changes or additions to your cover, please call us on:**

**0345 030 6921**

**Monday to Friday 8am - 8pm,  
Saturday 9am - 5pm, Sunday 10am - 4pm,  
including bank holidays.**



# Your Aviva Motorcycle Policy

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# Your Aviva Motorcycle Policy

This policy forms part of your legal contract with **us** and explains exactly what **you** are covered for. Your **schedule** shows the level of cover **you** have chosen.

## Choice of law

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

- **You** and the Insurer agree otherwise; or
- at the 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 situated in) 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.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in English.

## Your Cancellation Rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

**We** will also charge a fee of up to £38.00 (plus Insurance Premium Tax, where applicable) to cover our administrative costs.

To cancel, please contact Aviva on 0345 030 6921.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

## Administration Charge

**We** reserve the right to apply an administration charge of up to £18 (plus Insurance Premium Tax where applicable) for any adjustments **you** make to your policy.

# Contract of Insurance and Information and Changes we need to know about

## The contract of insurance

This policy is a contract of insurance between **you**, the **policyholder** and **us**. **You** enter into a contract with **us** when **you** agree to take out the policy on the terms and conditions **we** have offered and to pay the premium.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet
- Information contained on your application and/or the Information Provided By You document issued by **us**
- **Schedule**
- Any clauses endorsed on this policy, as set out in your **schedule**
- **Certificate of motor insurance**
- Any changes to your insurance policy contained in notices issued by **us** at renewal
- The information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew your policy

In return for paying your premium, **we** will provide the cover shown in your **schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes made during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons

who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

- (i) For existing customers who pay by annual or monthly direct debit or continuous card authority **you** enter into a new contract of insurance with **us** commencing on the cover start date shown on your renewal **schedule**.
- (ii) For existing customers who pay annually other than as set out in paragraph (i) above, **you** enter into a new contract of insurance with **us** commencing on the date when **you** agree to renew the policy and to pay the premium. **You** will be covered for the **period of insurance** shown on your renewal **schedule**.

## Information and changes we need to know about

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

Please tell **us** immediately if there are any changes to the information set out in the Information Provided By You document, **certificate of motor insurance** or on your **schedule**.

**You** must also tell **us** immediately about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of motorcycle.
- Any motorcycle modifications.
- Any change affecting ownership of the motorcycle.
- Any change in the way that the motorcycle is used.

If **you** are in any doubt, please contact 0345 030 6921.

When **you** inform **us** of a change, **we** will tell **you** if this affects your policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

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

# Definitions

Wherever the following words or phrases appear, they will have the meanings described below.

## Approved Repairer

A facility approved by **us** for the repair, assessment and/or storage of **your motorcycle**.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance **you** need by law. The certificate shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles. It is proof that **you** can use **your motorcycle** on a road or other public place as required by the Road Traffic Acts.

The certificate does not show the cover **you** have.

## Endorsement

Changes in the terms of your policy. These are shown in your **schedule**.

## Excess

The amount **you** will have to pay towards any claim.

## Hazardous locations

- Power stations
- Nuclear installations or establishments

- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside
- Any other rail property to which the public do not have lawful access.

## High category hazardous goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

## Market value

The cost of replacing **your motorcycle** with one of similar type and condition.

## Motorcycle

Either a mechanically-propelled two-wheeled vehicle that may have a sidecar or trailer attached, or a three-wheeled vehicle which has two wheels on one axle where the centres of the points of contact of those wheels and the road are less than 46 centimetres.

## Schedule

The document which gives details of the cover **you** have.

## Territorial limits

Great Britain, Northern Ireland,  
Channel Islands and Isle of Man.

## The period of insurance

The period of time covered by this policy, as shown in the **schedule**, or until cancelled. Each renewal represents the start of a new period of insurance.

## We, us

Aviva Insurance Limited.  
(Unless otherwise stated in any policy section).

## You

The policyholder named in the **schedule**.

## Your motorcycle

The **motorcycle** described in the **schedule** which **you** keep at an address within the **territorial limits** and any other **motorcycle** for which **you** have a valid **certificate of motor insurance**. The certificate must show the registration mark of that vehicle.

## Your partner

The husband or wife of the policyholder, or the policyholder's domestic or civil partner living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.

## Policy Cover Index

Type of cover	Sections which apply to you
Comprehensive	Sections 1 to 5 apply.
Third party fire and theft	Section 1 only applies for loss or damage caused directly by fire, lightning, explosion, theft or attempted theft. Sections 2, 3, 4 and 5 apply.
Third party only	Only sections 2, 3, 4 and 5 apply.
Optional covers	These sections only apply if shown in your schedule.
Motor Legal	Section 6 only applies if shown in your schedule.

# Section 1

## Loss of or damage to your motorcycle

If **your motorcycle** is lost, stolen or damaged, **we** will

- pay for it to be repaired;
- replace it; or
- pay **you** a cash amount equal to the loss or damage.

When settling claims **we** may take off an amount for wear, tear and loss of value.

The most **we** will pay will be the **market value** of **your motorcycle** at the time of the loss.

If **we** know that **you** are still paying for **your motorcycle** under a hire-purchase or leasing agreement, **we** may pay any claim to the owner described in that agreement. Our liability under this section will then end for that claim.

If **your motorcycle** cannot be ridden as a result of damage insured under this policy, **we** will arrange for:

- the protection and removal of **your motorcycle** and
- delivery of **your motorcycle** back to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man after the repairs have been carried out.

## Accident recovery

If **your motorcycle** is not safe to ride after an accident, phone **us** and **we** will arrange for someone to come out and help **you**.

If **your motorcycle** cannot be made roadworthy within a reasonable time, **we** will take it to a repairer. **We** can take **your motorcycle** to a repairer of your choice if this is nearer, but this may lead to delays in arranging for repairs to **your motorcycle**.

Our employees and contractors will use reasonable care and skill when providing any accident recovery service. However, they can cancel services or refuse to provide them if they believe your demands are not practical.

## New motorcycle replacement

**We** will replace **your motorcycle** with a new one of the same make and specification (if one is available in the UK) if, within six months of **you** or **your partner** buying **your motorcycle** from new:

- the cost of repairing any damage covered by the policy is more than 70% of **your motorcycle's** UK list price (including VAT) at the time **your motorcycle** was bought; or

### Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.



# Section 1

- **your motorcycle** is stolen and not recovered.  
**We** will only replace **your motorcycle** if:
- **you** or **your partner** own **your motorcycle** or are buying it under a hire-purchase agreement (not a leasing, contract-hire or other type of agreement);
- the hire-purchase company agrees; and
- **you**, or **your partner**, are the first registered keeper of **your motorcycle**.

## Excesses

If **your motorcycle** is lost, stolen or damaged **you** are responsible for paying the **excess** shown on your **schedule** no matter how the loss or damage happened.

The **excesses** shown below will apply as well as any other **excess** for damage claims, whilst the person riding **your motorcycle** is:

	Excess amount
aged 20 or under	£100
aged 21 to 24	£50

# Exceptions to section 1 of your policy

Your policy does not cover the following:

- a Loss or damage arising from theft while your ignition keys have been left in or on **your motorcycle**.
- b Loss of use, reduction in value, wear and tear, or mechanical, electrical or computer breakdowns, failures or breakages.
- c Damage to tyres by braking or by punctures, cuts or bursts.
- d Loss or damage directly caused by pressure waves caused by aircraft or other flying objects travelling at or above the speed of sound.
- e Loss of value following a repair.
- f Confiscation or requisition or destruction by or under order of any government or public or local authority.
- g Loss of or damage to helmets and protective clothing.
- h Loss of or damage to spare parts by theft if the **motorcycle** is not stolen at the same time.

## Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.

## Section 2

### Liability to third parties

#### Your liability

**We** will insure **you** for all amounts which **you** may have to pay as a result of **you** being legally liable for:

- a another person's death or injury;
- b damage to another person's property, up to a maximum amount of £20,000,000 (excluding that person's **costs and expenses**) and up to £5,000,000 for that person's **costs and expenses** and any other **costs and expenses** incurred with our written consent in relation to damage to their property as a result of an accident caused by the following:

#### ■ Your motorcycle.

- Any other **motorcycle** ridden by **you** in the **Territorial Limits** as long as:
  - that **motorcycle** does not belong to **you**, and is not being hired to **you** under a hire-purchase agreement; and
  - your **certificate of motor insurance** shows that **you** are insured to ride that **motorcycle**.

**We** will also pay any expenses you have our written permission to claim.

The amount payable under b for damage to property is limited to £1,000,000 while **your motorcycle** is:

- carrying any **high category hazardous goods**.
- being used or ridden at any **hazardous locations** other than in an area designated for access or parking by the general public.

#### Liability of other people riding or using your motorcycle

On the same basis that **we** insure **you** under this section, **we** will also insure the following persons:

- Any person riding **your motorcycle** with your permission, as long as your **certificate of motor insurance** allows that person to ride **your motorcycle**.
- Any person using (but not riding) **your motorcycle** with your permission, for social, domestic and pleasure purposes.
- Any person travelling on or getting on or off **your motorcycle**.

#### Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.

## Section 2

## Exceptions to section 2 of your policy

### Legal personal representatives

In the event of the death of anyone who is insured under this section **we** will protect his or her legal personal representative against any liability that the deceased person had, which is covered by this section.

### Legal costs

**We** will pay the following legal costs if they relate to an incident which is covered under this section:

- Solicitors' fees to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates' court or any higher court.
- Legal representatives' fees to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

The cover under this section will not apply in the following circumstances:

- a If any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if the **insured person** can claim under another policy.
- b If the death of or injury to any employee of the **insured person** arises out of or in the course of that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- c For anyone insured under this policy who claims under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- d If the damage being claimed for has happened to any **motorcycle** covered by this section.
- e While **your motorcycle** is being used on:
  - that part of an aerodrome or airport which is used for aircraft taking off and landing;
  - aircraft parking aprons including service roads;

### Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.

## Exceptions to section 2 of your policy

- ground equipment parking areas;  
or
- any parts of passenger terminals within the Customs examination area;

unless **we** must provide cover under the Road Traffic Acts.

f Except to the extent that **we** are obliged by the Road Traffic Acts to provide insurance to:

- (i) any direct or indirect consequence of an act or acts of terrorism, whether or not such consequence has been contributed to by any other cause. Terrorism includes but is not limited to:
  - (a) the use or threat of force and/or violence; and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means

when any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is

claimed to be committed in whole or part for such purposes:

- (ii) any action taken in controlling, preventing, suppressing or in any other way relating to (i) above.

In respect of f where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

### Important

Please report all accidents to us immediately on 0345 030 6925 so we can tell you what to do next and help resolve any claim.

## Section 3 and 4

### Section 3

#### Emergency treatment

**We** will refund payments which any person using any **motorcycle** covered by this policy has made under the Road Traffic Acts for emergency treatment.

If **we** make a payment under this section, this will not affect your no-claim discount.

### Section 4

#### No-claim discount

If **you** make a claim under your policy, **we** will reduce your no-claim discount in line with our scale.

If **you** do not make a claim under your policy, **we** will increase your no-claim discount when **you** renew your policy in line with the scale **we** use at that time.

**We** do not grant no-claim discounts if your policy has been running for less than 12 months.

If **we** allow **you** to transfer this policy to another person, any no-claim discount **you** have already earned will not apply to the person **you** are transferring the policy to.

Third Parties can pursue a claim directly against **us** as insurer in the event of an accident, loss or damage, as permitted

## Section 5

under the European Communities (Rights Against Insurers) Regulations 2002.

In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

**You** are reminded of your responsibilities following any accident, loss or damage as detailed in General Conditions 3. Claims - your duty.

### Section 5

#### Continental Use - compulsory insurance requirements

In compliance with EU Directives the policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- a Any country which is a member of the European Union;
- b Any country which the Commission of the European Communities is satisfied has made arrangements to meet Article 7 (2) of EC Directive No. 72/166/EEC on insurance of civil liabilities arising from the use of a motor vehicle.

Countries include:

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar,

## Section 5

Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

Note - The level of cover provided is the minimum level of cover required by law, it is not the same level of cover **you** receive when riding within the **territorial limits** under this policy. If **you** wish to extend your cover please read the following 'Extending your cover' section.

The level of cover **we** provide is:

Cover includes:

- Transit between countries within the **territorial limits**. Reimbursement of any customs duty **you** may have to pay on **your motorcycle** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your motorcycle** which is covered under Section 1 of your policy. General Average contributions, Salvage, Sue and Labour charges whilst **your motorcycle** is being transported by sea between any countries within the **territorial limits** provided that loss of or damage to **your motorcycle** is covered under Section 1 of your policy.

### If you take your motorcycle outside the territorial limits

All countries covered under this section have agreed that a **green card** is not necessary for travel outside the **territorial limits**. Your **certificate of motor insurance** provides sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

### Extending your cover

If **you** pay an extra premium, **you** can extend your policy to provide the same level of cover in the European Union and some other European countries as **you** have in the UK. If **you** want to extend your policy, **you** must contact **us** at least two weeks beforehand and **we** will provide the documents **you** need.

If **you** would like further details of this cover, please call **us** on 0345 030 6921.

All countries in the European Union have agreed that your Aviva **certificate of motor insurance** should provide enough evidence that **you** are keeping to the laws relating to compulsory insurance for motor vehicles in any of the countries **you** visit.

### Section 6

#### Motor Legal

This section provides legal protection and advice in the event of a motoring incident.

The cover and services explained in this section only apply if they are shown in your policy **schedule**.

#### Definitions

The general definitions at the beginning of this policy booklet apply where appropriate.

The following definition only applies to this section of the policy.

#### You/your

The persons covered by this section:

- **you**; and
- any person entitled to ride, as described under 'Permitted Riders' in the **certificate of motor insurance**; and
- any passenger carried on **your motorcycle** at the time of an accident and/or incident, which occurs within **the period of insurance**.

#### 1. Legal protection to claim costs or compensation after a motor accident or incident

If there is an accident and/or incident involving **your motorcycle** which is not **your** fault, **we** will provide **you** with legal protection to pay lawyers' costs to help claim against the person(s) who is responsible.

As part of **your** claim **we** will pay to recover **your** financial losses (such as **your excess** and travel expenses) and also obtain compensation if, as a result of riding on, or getting on or off **your motorcycle**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe that it is more likely than not that **you** will succeed in a claim for those losses. For more information please see 'Reasonable prospects of success explained' under 'Conditions of cover' in this section.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see 'Disputes and arbitration' at the end of this section for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are

## Section 6

held responsible for (up to the maximum amount).

The maximum amount **we** will pay for any one claim under this cover is £100,000.

If **you** need to report an incident or talk to **us** about a claim call **us** on:

**0345 030 6925\***

Lines are open 24 hours a day, 365 days a year.

### 2. Legal protection to defend motoring offences

This section provides legal protection to pay lawyers' costs to help defend **your** legal rights if **you** are accused of or have committed an offence under the road traffic laws (e.g. speeding) while using **your motorcycle** (including if a conviction would result in **you** being disqualified or suspended from driving).

Cover in this section is subject to cover not already being provided under 'Section 2 – Your liability' in this policy.

The maximum amount **we** will pay for any one claim under this cover is £10,000.

If **you** need to report an incident or talk to **us** about a claim call **us** on:

**0345 300 2970\***

Lines are open 24 hours a day, 365 days a year.

### 3. Motor legal advice helpline

**You** have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your motorcycle** (e.g. private vehicle sale).

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

**Call us on:**

**0345 300 2970\***

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

\*For our joint protection telephone calls may be recorded and/or monitored.

Costs of calls to 0844 and 0845 numbers may vary, please contact **your** network provider for details.

### What is not covered

**We** will not pay any costs and expenses:

- 1 which **we** have not agreed to or authorised;
- 2 incurred prior to our acceptance of a claim;
- 3 resulting from any legal action **you** take without our prior approval;



- 4 for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority;
- 5 resulting from any claim deliberately or intentionally caused by **you**;
- 6 resulting from a defence of motoring offences arising from prosecutions for:
  - dishonesty or violent conduct;
  - drink or drug related offences; or
  - parking offences;
- 7 relating to an application for judicial review;
- 8 for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section;
- 9 for a dispute with **us** in respect of the policy terms and conditions unless this is covered by the 'Disputes and arbitration' section in this policy;
- 10 for losses already paid by **us** under any other section of this policy.

## Conditions of cover

The following conditions apply to this section:

- the incident occurs during **the period of insurance**;
- the incident occurs within the **territorial limits**;
- any legal proceedings that **we** have agreed to be dealt with by a court or similar body that **we** have agreed to within the **territorial limits**;
- in respect of any appeal or defence of an appeal, it has been reported to **us** at least 14 days prior to the deadline for any appeal; and
- reasonable prospects of success exist for the duration of the claim. This condition only applies to claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section. Please see the box overleaf for more information.

## Reasonable prospects of success explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under the 'Legal protection to claim costs or compensation after a motor accident or incident' section **we** need to establish that it is more likely than not that **you** will:

- make a recovery of damages either in full or in part against the person(s) **you** believe were to blame;
- recover more than any offer of settlement from the person(s) **you** believe were to blame;
- make a successful defence of any claims made against **you**;
- make a successful appeal or defence of an appeal;
- obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this in writing to **you**. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings but this will be at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

## Your claim

### How to claim

1. Before **you** call, please make sure **you** have **your** policy number, vehicle registration and incident date ready to hand.

2. Call **us** to register **your** claim:

- for legal protection to claim costs or compensation after a motor accident or incident, please call **us** on **0345 030 6925\***; or
- for legal protection to defend motoring offences, please call **us** on **0345 300 2970\***.

Lines are open 24 hours a day, 365 days a year.

### Legal representation

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree to **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the President of the relevant national law society to choose a suitably qualified person. In this circumstance both parties are obliged to accept this choice of representation.

## The legal costs and expenses we will pay for

We will pay the following:

- reasonable legal costs and expenses incurred in respect of **your** claim; and/or
- legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. Specific factors **we** will take into account in making this determination are:

- the amount of any financial losses being claimed;
- the value and complexity of the case;
- the geographical location of the person and the other party to the action;
- the conduct and actions of the other party;
- the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

## Conditions relating to your claim

- Incidents must be reported to **us** within 180 days after the date **you** discovered the incident.
- **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all the information or instructions **we** need **we** may delay or suspend **your** claim.
- **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- **You** must support **us** in the recovery (from the person(s) who **you** believe were responsible) of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.

In respect of the following, if **you**:

- settle or withdraw a claim without our prior agreement;
- do not give suitable instructions to the appointed lawyer; or
- dismiss an appointed lawyer without our prior consent, (please see the 'Legal Representation' and 'Disputes and arbitration' sections for more information about appointing representatives),

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

### **Disputes and arbitration**

If any difference arises between **us** and **you** in respect of the:

- acceptance;
- refusal;
- control; or
- handling

of any claim under this section, **you** can take the following steps outlined in our Complaints Procedure section in this policy.

**You** have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the President of the relevant national law society to choose a suitably qualified person.

The decision shall be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

## General exceptions

### General exceptions apply to the whole of your Aviva Policy.

#### **We will not pay for:**

(1) Any accident, injury, loss or damage while any vehicle that is insured under the policy is being:

- used otherwise than for the purposes described under the 'Description of use' section of **your certificate of motor insurance**; or
- ridden by, or is in the charge of any person for the purposes of being ridden who;
  - is not described under the section of your **certificate of motor insurance** headed 'permitted drivers'; or
  - does not comply with the terms and conditions of the licence; or
  - does not have the appropriate licence for the type of vehicle,

**We** will not withdraw this cover,

- i. While **your motorcycle** is in the custody or control of;
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or car parking service.
- ii. If the injury, loss or damage was caused as a result of the **theft** of **your motorcycle**.

iii. By reason of the person driving not having a driving licence, if **you** had no knowledge of such deficiency.

(2) Any liability **you** have agreed to accept, to the extent you would have had, if that agreement did not exist.

(3) Loss, damage or liability directly or indirectly caused by or arising from:

- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or

- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

(4) (i) any accident, injury, loss or damage which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:

- war;
- invasion;
- activities of a foreign enemy;
- hostilities or warlike operations (whether war has been declared or not);
- civil war;

- revolution, rebellion or insurrection (that is, people rising up and changing the government by force or attempting to do so);
  - civil commotion which is of such severity or magnitude that it can be likened to a popular uprising;
  - military power (even if properly authorised by the duly elected government); or
  - usurped power (that is, power taken by force by any person or group (including the armed forces) not being the duly elected government).
- (ii) Accident, loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing, suppressing or in any other way relating to any of the clauses listed in (i) above.

However, **we** will provide any cover

required by the Road Traffic Acts.

(5) Any accident, injury, loss or damage (except under Section 2) arising during or as a result of:

- earthquakes; or
- riot or civil commotion happening somewhere other than in the territorial limits;

unless **you** can prove that the accident, injury, loss or damage was not caused by that event.

# General conditions

## These apply to the whole of the policy.

### 1 Interpretation

Any word or expression defined in this policy has that meaning wherever it appears.

### 2 Your duty to prevent loss or damage

- a **You** shall at all times take all reasonable steps to safeguard **your motorcycle** from loss or damage.
- b **You** shall maintain **your motorcycle** in roadworthy condition. **You** will allow **us** to have free access to examine **your motorcycle** at all times. **We** may inspect **your motorcycle** at any time.

### 3 Claims – your duty

To get the full benefit of this policy **you** (or your legal personal representative after your death) must follow the steps below when making a claim:

- a Tell the police immediately if any property is stolen.
- b You shall give us all the relevant information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Information

- Details of third parties and witnesses
- Statement of events relating to your claim

- Sketch or photograph of the accident scene
- Correspondence received from another party (including court papers)
  - Documents
- Driving licence
- Proof of identity and address
- Vehicle documentation such as V5, MOT and proof of purchase
- Receipts and invoices
- Finance documents
  - Assistance
- Attendance at court
- Meetings with solicitors or us
  - c Take all reasonable steps to get back lost or stolen property.
  - d Phone **us** immediately if **you** receive any letter or other document about the incident. If **you** do not do this, it could harm your claim.
  - e Never discuss your responsibility with anyone unless **we** agree first.
  - f Immediately phone **us** if anyone insured under this policy is going to be prosecuted as a result of the incident or if there is going to be an inquest or fatal accident inquiry.
  - g **You** must not leave any property with **us** for **us** to deal with.

## 4 Claims – our rights

**We** can do the following:

- a Take over and carry out (in your name or the name of the person claiming under this policy) the defence or settlement of any claim.
- b Try to get back in your name and for our own benefit, damages and costs covered under this policy.
- c **We** will have full control over any proceedings and settling any claim.

## 5 Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

## 6 Other insurance

If any incident leading to a claim under this policy is covered under any other insurance policy, **we** will only pay our share of the claim.

This condition does not mean that **we** have to accept any liability under section 2 which **we** would otherwise not include under exception a of that section.

## 7 Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon **you** observing

and fulfilling the terms, provisions, conditions and clauses of this policy.

## 8 Rights to recover payments made under compulsory insurance regulations

If, under the law of any country this policy covers **you** in, **we** must settle a claim which **we** would not otherwise pay, **we** may recover any claim payment from **you** or from the person who the claim was made against.

## 9 Monthly premiums

If **you** are paying monthly premiums, **you** must pay the first two monthly premiums by the date the insurance starts or the policy will not be valid. **You** must then pay one monthly premium on the same day of each month, starting in month two and ending in month eleven. When the policy is renewed, **you** must pay one monthly premium on the same day of each month, starting in month one and ending in month twelve.

**We** will provide **you** with one month's cover for each monthly premium **you** pay. If **you** have paid one or more premiums but then fail to pay any premium after that, **we** will have the right to cancel the policy as set out in the General Conditions section of this policy booklet.



## 10 Cancelling this policy

### Your right to cancel

Following the expiry of your 14 day statutory cooling off period, **you** continue to have the right to cancel this policy and/or any additional cover options at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover. If **you** cancel your policy **we** will also charge a fee of up to £38.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

To cancel, please contact Aviva on 0345 030 6921.

### Our right to cancel

**We** (or any agent **we** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium.  
If premiums are not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set

out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.

- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims - your duty' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Contract of Insurance and Information and Changes we need to know about' section of this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy and/or any additional cover options under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **we** will also charge a fee of up to £38.00 (plus Insurance Premium Tax where applicable) to cover our administrative costs.

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

Where our investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date which **you** originally took it out.

## 11 Important Notice – Information we need to know about

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

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

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

# Complaints procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but **we** recognise that things do go wrong occasionally.

**We** take all complaints **we** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome your feedback. **We** will record and analyse your comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- **We** will acknowledge your complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do if you are unhappy

If **you** have a complaint about:

- A claim, please contact **us** on 0345 030 6925.
- If your complaint is regarding anything else, **you** can write to Customer Relations, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs G64 2QR, or telephone 0345 030 6921, whichever suits **you** and ask your contact to review the problem.

If **you** are unhappy with the outcome of your complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## Financial Services Compensation Scheme

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

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

### Customer comments

If **you** have any comments or suggestions about our cover, services or any other feedback please write to:

**Manager of Customer Relations**  
**Aviva**  
**PO Box 15**  
**Surrey Street**  
**Norwich NR1 3LN.**

Or, **you** may send your comments to our feedback form on the internet at

**[www.aviva.co.uk](http://www.aviva.co.uk)**

**We** always welcome feedback so **we** can improve our products and services.

## There's so much more to being with Aviva

- For discounts on our other insurance products  
call **0800 096 5604**  
or visit **[aviva.co.uk/discounts](https://aviva.co.uk/discounts)**
- For giveaways and savings on big name brands  
visit **[aviva.co.uk/deals](https://aviva.co.uk/deals)**

For our joint protection, calls may be recorded and/or monitored.

## Been involved in an accident?

- Please report all accidents to us immediately on **0345 030 6925**  
so we can tell you what to do next and help resolve any claim.
- If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf.



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