

A close-up, black and white photograph of a white motorcycle fairing. The image shows a circular vent with a slatted grille on the left side. The fairing has a smooth, glossy finish and is part of a larger assembly. The background is dark and out of focus.

Your Policy Document - Number ACMC 0217

# Motorcycle



Providing  
Equity  
Insurance

## What is Equity Insurance?

For most of us, motor insurance is just a must-have. Yet for some, it is so much more than that; it's a way of taking care of what stands at the heart of their passion or livelihood.

We recognise that for these vehicle owners, standard insurance isn't enough. That's why we work exclusively with brokers to get under the skin of their customers, and to know what their vehicles mean to them. Then we can build products to help meet their needs.

This is a completely different approach to motor cover.

We call it **Equity Insurance**.

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## 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 your broker directly.

This insurance is written in English and any communications we send 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.

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## 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, Certificate 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 behalf of ERS



Mark Bacon  
Active Underwriter





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## Definitions

- *The key words and terms that we use in this document*

- **Accessories** - parts added to your motorcycle that do not affect its performance.
- **Agreed value** – the amount which represents the insured value of your motorcycle.  
*Note: If your insurance has been accepted on an agreed value, it will be indicated on your policy schedule.*
- **Approved repairer** – A motor vehicle repairer which is a member of our approved repairer network and is authorised by us to repair the insured motorcycle after a valid claim under Section 2 of this insurance.
- **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 schedule and current schedule of endorsements.
- **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 motorcycle 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.
- **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.
- **Private garage** – an enclosed four sided permanent structure, comprised of brick, stone, concrete, timber or steel sides with an enclosed roof and with lockable secure entrance door(s), which is a non-communal, private building, designed and built specifically to house motor vehicles, which is solely for your personal use and within the boundaries of your permanent place of residence or address previously declared to and accepted by us.
- **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** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **We, us** - ERS.
- **You** - the person named as 'the insured' on the schedule, or as 'the policyholder' on 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 on the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).

*Note: Where declared to us, **your motorcycle, the insured motorcycle** will include any permanently attached sidecar.*





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## What to do if you need to make a claim

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 vehicles involved.

### Claims helpline – 0330 123 5992

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- Call this number if you need to report an accident, fire or theft claim.
- 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:

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- 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

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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 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

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**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 left unlocked; 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.

Your Accident and Third Party Accident Cards are included at the back of this document, for use in the event of a claim.



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## **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.



## 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 Fire & Theft	Accidental Damage & Third party Only	Third party Fire & Theft	Fire & Theft	Third Party Only
<b>Section 1</b> - Liability to others	✓	✗	✓	✓	✗	✓
<b>Section 2</b> - Loss of or damage to your motorcycle*	✓	✓	✓	✓	✓	✗
Accidental damage -----	✓	✓	✓	✗	✗	✗
Malicious damage -----	✓	✓	✓	✗	✗	✗
Fire -----	✓	✓	✗	✓	✓	✗
Flood -----	✓	✓	✓	✗	✗	✗
Theft -----	✓	✓	✗	✓	✓	✗
Vandalism -----	✓	✓	✓	✗	✗	✗
<b>Section 3</b> - Foreign Use	✓	✗	✓	✓	✗	✓
<b>Section 4</b> - Loss of keys and replacing locks	✓	✗	✗	✗	✗	✗

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 motorcycle is declared SORN (officially off the road) with the DVLA and is not being used.





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## Section 1 – Liability to others

### **Riding your motorcycle**

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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**

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We will also provide the cover shown above (if this is shown in your certificate of motor insurance and your motorcycle has an engine size of 351cc's 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 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 in its own right; or
- releasing 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**

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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 has an accident while travelling on or getting on or off the insured motorcycle, as long as you ask us to cover the passenger.

### **Legal personal representatives**

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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**

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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 on your schedule.



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## **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.

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## **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 manufactured 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 trailers than the number allowed by law; or
- if more than one trailer is being towed at any one time.



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## 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 rider or attendant.



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## Section 2 – Loss of or damage to your motorcycle

### **This cover only applies to your motorcycle**

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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:**

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- 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:**

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- the UK mainland market value of your motorcycle as determined by us, immediately before the loss; up to the 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**

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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**

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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**

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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, any party handling repairs to an insured motorcycle should retain for our inspection: a fully costed estimate, all damaged parts and images of the damaged areas of the insured motorcycle.

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 motorcycle to go to a repairer we choose if we cannot reach an agreement with the repairer over costs.



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We may use recycled or non-original parts and equipment when repairing your motorcycle.

### **Total Loss**

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When deciding whether your motorcycle is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

We alone will determine:

- when an insured motorcycle is deemed a total loss;
- the market value of the insured motorcycle; and where applicable;
- any salvage value of that insured motorcycle.

In the event that we deem your motorcycle a total loss, due to it being uneconomical to repair or subject to an unrecovered theft, we will offer an amount in settlement of the claim.

The insurance cover for that insured motorcycle will end when you accept that offer.

You will not receive a refund of premium if your insurance ends due to the total loss of your motorcycle.

If your insurance covers more than one motorcycle, cover will remain in force for any motorcycles that have not been declared a total loss.

If the insured motorcycle is owned by someone else, we will discuss the valuation and payments directly with the motorcycle owner rather than with you.

When we determine the value of the insured motorcycle, we will take into account any discount on the manufacturer's recommended retail price received at the point of purchase.

Our offer will not exceed the amount shown on schedule.

Once we have made a payment, the insured motorcycle becomes our property unless we agree otherwise.

### **Motorcycles subject to a finance agreement**

If the market value we place upon the insured motorcycle is equal to or greater than the amount owed to the finance company:

We will pay the finance company first and then settle the balance with the legal owner of the insured motorcycle.

If the market value placed upon the insured motorcycle is less than the amount owed to the finance company:

We will pay the finance company the market value of the insured motorcycle. You may be required by the finance company to pay them the balance, subject to the terms of your agreement with them.

### **Motorcycles subject to a lease / hire agreement – No legal right to title**

If the market value we place upon the insured motorcycle is greater than the amount owed to the lease / hire company, we will pay them only the amount of the outstanding finance, which will settle the claim in full.

If the market value we place upon the insured motorcycle is less than the amount owed, the amount we pay to the lease / hire company will settle the claim, and you may be required by the lease / hire company to pay them the balance, subject to the terms of your agreement with them.

### **Motorcycles subject to a lease / hire agreement – Legal right to title or proceeds of sale**

We will pay the lease / hire company the market value of the motorcycle, which will settle the claim in full. Any transfer of legal title or distribution of the proceeds of the motorcycle should be taken up directly with the lease / hire company in line with the specific terms of your agreement.



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## **Salvage**

Where applicable, your motorcycle will have a salvage category placed upon it, in line with the ABI Code of Practice.

Only motorcycles deemed eligible to go back on the road can be considered for retention. If retention is granted, the value of the salvage, as determined by us, will be deducted from the settlement.

At the point of payment the motorcycle will become our property unless we agree otherwise.

If your motorcycle has been subject to an insurance write off (total loss), you must be able to evidence the motorcycle has been restored to a roadworthy condition.

In the event of the insured motorcycle being subject to another claim, we will require documentary evidence of repairs and other documentation as we may require, to evidence, and to satisfy us, that the insured motorcycle has been maintained in a roadworthy condition, otherwise the valuation will be affected.

If we ask, you must send us your motorcycle registration document (V5c), MOT certificate (if applicable), the purchase receipt for the motorcycle, all keys and any other relevant documentation before we agree to settle the claim.

## **When your motorcycle is being serviced**

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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 riding or use (as shown on your certificate of motor insurance).





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## Exceptions to section 2

### **This section of your insurance does not cover the following.**

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1. The amount of any excess shown on your schedule.
2. Any amount as compensation for you not being able to use your motorcycle (including the cost of hiring another motorcycle).
3. Wear and tear.
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 your 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 (or any sidecar) 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.
11. Loss of or damage to your motorcycle as a result of deception.
12. Loss resulting from repossessing your motorcycle and returning it to its rightful owner.
13. Loss of or damage to your motorcycle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked;
  - 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 that 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.



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## Section 3 – 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 on 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

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

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If your motorcycle suffers any loss or damage covered by this insurance, and your motorcycle is in any country for which we have agreed to provide cover, 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 in the United Kingdom after the repairs have been made if your motorcycle cannot be ridden because of any loss or damage.

## Section 4 – 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 ignition 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
- the address where your motorcycle is kept would be known to any person who has your keys or lock transponder.

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



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## General terms

- *Extra matters to bear in mind*

### **No claim bonus**

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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) in the current period of insurance; we will give you a further years no claim bonus 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.

If your policy includes Protected No Claims Bonus, this will be shown on your schedule.

**Note:** *The No Claims Bonus scale, 'step-back' rules and any Protected No Claims Bonus requirements are contained in the documentation you received when purchasing this insurance.*

### **Changing or adding a motorcycle to this insurance**

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

### **Emergency medical treatment**

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Any payments we make for emergency medical treatment will not affect your no claim bonus.



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## General exceptions

*These general exceptions apply to the whole insurance.*

**Your insurance does not cover you for:**

### Riders and Use

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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 pacemaking, 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.

### Construction and Use

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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 driving and control of your motorcycle or,
- any load which is greater than the maximum carrying capacity as set by the motorcycle manufacturer.

### Airfields

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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

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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

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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

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

### Excess

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

### Other Contracts

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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).



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## **Jurisdiction**

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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**

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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**

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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**

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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.



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## General conditions

*What we expect for your cover to be valid*

### Your responsibilities

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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 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.

### Changes to your details.

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You must tell us immediately about any changes to the information you have already provided. Please contact your broker 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

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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.





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## **Claim requirements – rights and obligations**

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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**

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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**

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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**

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### ***“14 Days Cooling off Period”***

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting your broker 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 £25 (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”***

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, less a premium charge of £25 (subject to insurance premium tax (IPT) where applicable).

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.

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

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

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;



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- you have not provided documentation requested by us or your broker (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; or
  - you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

### **Misrepresentation**

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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.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.



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## Complaints

*- How to make a complaint if things go wrong*

### **Our promise to you**

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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. The address is ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW. Tel: 0345 268 0279 Email: [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with our response you may ask the Complaints department at Lloyd's to review your case. The address is

Complaints Department,  
Lloyd's, One Lime Street,  
London  
EC3M 7HA  
Tel: 020 7327 5693.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS.) The address is

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR.  
Tel: 0800 023 4567.  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.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,  
52-54 Leadenhall Street,  
London EC3A 2BJ.



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## Important notices and Information

### Data Protection Notice

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This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy.

We will process the details you have given us in line with the Data Protection Act 1998 (as amended from time to time) and any other laws that apply. Your information may also be processed outside the European area. In all cases we will make sure that your information is adequately protected.

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 it could include details of any medical conditions or criminal convictions. The Data Protection Act 1998 classifies this kind of information as 'sensitive'. We may pass this information on to other organisations that we have carefully chosen as well as other companies in the ERS group.

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.

By accepting this insurance you consent to such use of your personal data.

The remaining sub-sections of this policy document provide you all the reasons why we might use and share your information.

### Motor Insurance Database

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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, the DVLA, the DVLNI, the 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 prosecuting 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 motorcycle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).



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## Insurance underwriting

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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; and
- 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 the policy.

## Keeping to legal responsibilities

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### 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, the police or other investigators. We also may have to investigate your claim and conviction history.

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).

## Preventing or detecting fraud

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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,  
52-54 Leadenhall Street,  
London EC3A 2BJ.

## Cheat line

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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.



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## Delivering quality insurance solutions

### **About ERS**

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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:

52-54 Leadenhall Street,  
London EC3A 2BJ.

### **Financial Services Compensation Scheme (FSCS)**

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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:

Financial Services Compensation Scheme,  
10<sup>th</sup> Floor, Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100.  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk),  
[www.fscs.org.uk](http://www.fscs.org.uk).





## Your accident and third party cards

### Your Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or motorcycle's storage compartment



**YOUR ACCIDENT CARD** 

Call immediately in the event of an accident

**0330 123 5992**

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Windscreen helpline  
0345 602 3378

**Help us give you a good service and protect you from fraudulent and exaggerated claims:**

- 01 Call our 24 hour helpline from the scene of the accident if possible
- 02 Give the other driver the Third Party Accident Card
- 03 Take photographs of damage to all vehicles and the scene of the accident if safe to do so
- 04 Note the number of occupants in the other vehicle(s)
- 05 Note the number, and details, of witnesses



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## Third Party Accident Cards

Print the cards on a single sheet of paper and then cut the cards out. Put the card in your wallet / purse or motorcycle's storage compartment



THIRD PARTY ACCIDENT CARD		ERS
<p>■ <b>Give this card to the other driver in all circumstances</b></p> <p>The ERS insured driver must complete his / her details before handing the card to the other driver</p>	Full name	<input type="text"/>
	Telephone number	<input type="text"/>
	Name of person or company on the policy	<input type="text"/>
	Vehicle registration number	<input type="text"/>
	Policy number (if known)	<input type="text"/>
<b>IMPORTANT INFORMATION</b>		
<p>We understand that accidents can sometimes be distressing and are always inconvenient.</p> <p>If our driver is wholly or partly at fault for this accident we would like to assist you, should you require it, by:</p> <p>Arranging and paying for your vehicle repairs and/or organising a replacement "like for like" vehicle for you (at no cost or inconvenience to you).</p> <p><b>To take us up on our offer please contact us on: 0345 602 3376</b></p> <p>You must show this card to your insurer and your legal or other agent.</p> <p>They will need to be aware that we have made this offer to you.</p> <p>You have a legal duty to keep your losses to a minimum.</p> <p>You should be aware that you may be liable for hidden costs in connection with repairs to your vehicle or with the provision of a replacement vehicle by another party, even if they are recommended to you by your own insurer.</p>		



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# IN THE EVENT OF AN ACCIDENT

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

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02 Give the Third Party Accident Card to the other driver in all circumstances. Make sure you write your contact details on it

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

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

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By using the cards we can arrange:

- Roadside recovery for immobile motorcycles
- Collection and repair if cover is comprehensive
- A free loan motorcycle (subject to policy terms)
- Fire, Theft and Vandalism damage

Phone us using the 24 hour helpline number on 0330 123 5992

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