

AXA Motorcycle Insurance /



Your policy booklet
April 2021 edition



Contents

Choice of cover	4
Making a claim	5
Your policy	6
Meaning of defined terms	7
General conditions applicable to all parts of the policy	8
Claims conditions	11
General exclusions applicable to all parts of the policy	13
Part A: Loss and damage	14
Part B: Liability to others	17
Part C: Territorial limits and foreign use	19
Additional covers and benefits	20
Endorsements	22
Important notes	24
Making a complaint	25

This policy booklet contains details of what is covered and how claims are settled. **We** recommend that **you** check **your** cover meets **your** needs.

Choice of cover

Comprehensive

All parts of the policy apply except where amended by endorsement.

Third Party Fire and Theft

All parts of the policy apply except:

- Loss and damage under Part A is only covered where loss or damage to **your motorcycle** is caused by fire, lightning, explosion, theft or attempted theft.
- Or any parts amended by endorsement.

Third Party only

You are not covered under Part A and other parts amended by endorsement.

Your policy schedule will show what sections are in force.

We want **you** to understand **your** policy and everything **we** can do for **you** and have tried to design **your** policy booklet to help **you** do this. **You** will find the following headings on many pages:

✓ What is covered

This provides detailed information on the insurance provided and should be read with 'What is not covered'.

X What is not covered

This tells you what is not included in **your** policy.

To help you further...

We have included some explanatory notes in **your** policy. These are headed *Useful information* and are printed in *italics* at the bottom of the page. They are not part of the insurance contract but they are there to help **you** understand it.

Making a claim

If **you** need to make a claim or think **you** do please call **our** claims team on 0345 608 0230* who will immediately take action to help **you**. **We** will take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **recommended repairer** and inform **you** of any further action **you** may need to take.

To make the claims process quicker please have **your** policy number to hand and a full description of the incident. **We** will keep **you** informed about how **we** are progressing with the resolution of **your** claim. **We** are committed to dealing with each claim quickly and effectively.

*Telephone calls may be monitored and recorded.

Your policy

This policy is a contract between **you** and **us**.

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

The contract between **you** and **us** is formed of this policy, the **schedule** and any endorsements shown in the **schedule**.

You will be provided with a copy of **your** statement of fact or proposal form.

This document lists the answers to the questions **you** were asked when applying for this insurance.

The insurance cover applies anywhere in the **UK** except when **we** state otherwise in this policy – see Part C – Territorial limits and foreign use. **Your motorcycle** is also covered when it is being transported within the **UK** and between any **UK** ports.

Important

Please read the policy, the **certificate of insurance** and the **schedule** as one document to ensure that it meets with **your** requirements.

The law which applies to your policy

You and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this policy.

Changes to your circumstances

It is important that **you** tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** proposal form, statement of fact, **schedule** or **certificate of insurance** changes during the **period of cover**. Please refer to the 'General conditions applicable to all parts of this policy' section of this policy wording.

Meaning of defined terms

Where **we** explain what a word means that word will have the same meaning wherever it is used in the policy, endorsements and **schedule**. These words are highlighted by the use of **bold blue** print.

Certificate of insurance

The certificate of motor insurance which is evidence of **your** motor insurance.

Excess/excesses

The amount **you** are required to pay as the first part of each and every claim made.

Market value

The cost of replacing **your motorcycle** in the **UK** with one of the same make, model, specification, mileage, age and condition.

Motorcycle accessories

Items specifically designed to be fitted to **your motorcycle** but are not related to its function as a motorcycle. This may include items such as radios, top-boxes, tank bags and luggage carriers whilst fitted to **your motorcycle**.

Period of cover

A period of 12 months from the start date of **your** current policy.

Recommended repairer

A repairer that **we** recommend to **you**, who **we** will authorise to repair **your motorcycle** following a claim under Part A - Loss and damage.

Schedule

The schedule forms part of this policy. Please read the schedule carefully. It defines the cover **you** have under this policy.

UK

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

We/us/our

AXA Insurance UK plc.

You/your

The policyholder named in the **schedule**.

Your motorcycle

Any private motorcycle insured under this policy and/or any other motorcycle which is added by **you** during the **period of cover** each as identified by its registration mark in **your** current **certificate of insurance** or temporary cover note.

General conditions applicable to all parts of this policy

You must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- declare **your** policy void (treating **your** policy as if it had never existed);
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Cancellation

Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the Cancellation period) by writing to **us** at the following address during the Cancellation period:

AXA Personal Lines Customer Service
PO Box 7072
Willenhall
WV1 9ZU

There is no refund of premium in the event of a total loss claim. However, in all other cases, **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**.

If there is a total loss and if **you** are paying by instalments, **you** will either have to continue with the instalment payments until the premium is paid in full or **we** may, at **our** discretion, deduct the remaining instalments **you** owe from any claim payment made.

Cancellation outside the statutory period

You may cancel this policy at any time by giving prior written notice to the above address.

As long as **you** have not incurred any eligible claims **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If **you** are paying by instalments **your** instalment payments will cease and if **you** incur eligible claims **you** will either have to continue with the instalment payments until the premium is paid in full or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation by us

We may cancel **your** policy:

- If **you** or anyone else covered by this policy breaks any of the General Conditions of **your** cover set out in pages 8-10.
- If **you** or anyone else covered by this policy ignore or fail to comply with the General exclusions. Please see “General exclusions applicable to all parts of this policy” section set out on page 13.
- If **you** provide any inaccurate or incomplete information. Please see “Providing accurate and complete information” section on page 9.
- If **you** act in a fraudulent manner when incepting, making an amendment or renewing this policy.

General conditions applicable to all parts of this policy *continued*

- If **you** act in a fraudulent manner when making a claim. Please see “Claims conditions” section set out on pages 11-12.
- If **we** are unable to continue cover due to changes in **your** circumstances or to **your** policy information. Please see “General conditions applicable to all parts of this policy” section set out on pages 8-10.
- If **you** fail to respond to a written request for further information or documentation.
- If **we** believe **you** or anyone else covered by the policy seek to use the benefits of the policy for any use in which the policy is not intended for, including any commercial use.
- If **you** do not pay **your** premium, please see “Non payment of premiums” section on page 9.

If **we** cancel **your** policy **we** shall provide **you** with 7 days’ prior written notice to **your** last known address. Within this notice **we** will advise **you** of our reason for cancelling **your** policy.

Any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **you** are paying by instalments.

If **we** are unable to collect a payment by instalments **we** will contact **you** and use reasonable endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the policy.

Providing accurate and complete information

When taking out, renewing or making changes to this policy, **you** or **your** agent (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions.

It is a criminal offence under the Road Traffic Act 1988 to make a false statement for the purposes of obtaining a Certificate of Motor Insurance.

We may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.

Changes to your circumstances

You must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** statement of fact, proposal form, **schedule** or **certificate of insurance** changes during the **period of cover**. Examples of the changes **we** must be made aware of are:

- A change to the people who need to be insured under this policy.
- If any person insured under this policy receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions.
- If any person insured under this policy receives a criminal conviction.
- If **you** change **your motorcycle**.

General conditions applicable to all parts of this policy *continued*

- If the owner of **your motorcycle** changes.
- If the main rider of **your motorcycle** changes.
- If **you** change the way in which **your motorcycle** is used. For example, **you** begin to use **your motorcycle** for business purposes.
- If **your motorcycle** is modified in any way including, but not limited to:
 - changes to the bodywork
 - changes to the suspension or brakes
 - cosmetic changes
 - changes affecting performance such as changes to the engine management system or exhaust system or other engine tuning
- If **you** change **your** address or the address where **your motorcycle** is kept overnight.

You must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances.

Any changes to **your** circumstances including changes to the people who need to be insured under this policy, or a change to **your motorcycle** or main driver of **your motorcycle**, whether a permanent or temporary change, shall be a variation of this contract which means it will continue with the relevant changes made.

Taking care of your motorcycle

You must do all **you** can to protect **your motorcycle** and keep it in a roadworthy condition. If **you** do not do this **your** right to claim under **your** policy may be affected.

You must:

- ensure use of anti-theft device fitted when **your motorcycle** is left unattended
- when leaving **your motorcycle** unattended remove if physically possible **your** radio and other audio equipment or activate any security features they may have
- maintain **your motorcycle** in roadworthy condition and ensure **you** have a valid MOT certificate where appropriate
- keep the tyres within the legal requirements at all times.

Access to your motorcycle

You must let **us** examine **your motorcycle** at any reasonable time if **we** ask **you**.

Keeping to the terms and conditions

We will only provide the insurance described in this policy if anyone claiming protection has met all its terms and conditions.

Claims conditions

You must comply with the following conditions to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option take one or more of the following actions:

- cancel the policy;
- change the terms of **your** policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

What you must do in making a claim

If bodily injury, loss, theft or damage happens to **you**, **your motorcycle** or anyone else **you** must immediately:

- call the claims telephone helpline **0345 608 0230**
- do whatever **you** can to protect the motorcycle and its accessories
- take all reasonable steps to recover missing property and to prevent a further incident
- provide **us** with full details of any other party involved in the incident
- send **us** any letters and documents **you** receive in connection with the incident before **you** reply to them
- if **you** know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident, **you** must tell **us** immediately in writing.

If **we** ask **you** must send **us** written details of **your** claim within 31 days.

Anyone making a claim under this policy must give **us** any information and help **we** need.

What you must not do

You, and anyone covered by this policy, must not:

- admit anything, or
- make any offer or promise about a claim, unless **you** have **our** written permission to do so.

What we will do

We will:

- take all the details and if appropriate, give **you** the telephone number and location of **our** nearest **recommended repairer** and inform **you** of any further action **you** may need to take
- if **we** accept a claim under Part A of this policy, but **we** cannot agree the amount **we** will pay **you**, **we** will pass the matter to a legally appointed independent arbitrator. The arbitrator must have made a decision before **you** can take legal action against **us**.
- have the right to take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy
- only pay **our** share of the claim if **you** make a claim for any liability, loss or damage that is also covered by any other insurance policy
- have the right to recover any payment **we** make from **you** or from the person responsible if, under the law of any country in which **you** are covered by

Claims conditions *continued*

this policy, **we** have to pay a claim which **we** would not normally have to pay.

Total loss

In the event of a total loss, if **your motorcycle** is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your motorcycle** directly to the owner described in the agreement.

If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the agreed settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

Fraud

You must not act in a fraudulent manner. If **you** or anyone acting for **you**

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way or
- Make a statement in support of a claim knowing the statement to be false in any way or
- Submit a document in support of a claim knowing the document to be forged or false in any way or
- Make a claim for any loss or damage caused by **your** wilful act or with **your** connivance.

Then

- **We** will not pay the claim.
- **We** will not pay any other claim which has been or will be made under the policy.
- **We** may make the policy void from the date of the fraudulent act.
- **We** will be entitled to recover from **you** the amount of any claim already paid under the policy.
- **We** will not refund any premium.
- **We** may inform the police of the circumstances.

General exclusions applicable to all parts of this policy

- 1 This policy does not apply when **your motorcycle**:
 - a is being used for purposes that are not specified in **your certificate of insurance**
 - b is being ridden by or in the charge of any person who is not covered by **your certificate of insurance**
 - c is being ridden by **you** or with **your** permission by any person who **you** know has not got a driving licence or who **you** know to be disqualified from driving or getting a licence or is prevented by law from holding one or who does not hold a valid Compulsory Basic Training certificate (CBT) where required by current legislation
 - d is being ridden by **you** or in the charge of a person who fails to meet the conditions of the licence they hold or is being ridden and the licence held does not allow that person to ride that type of vehicle
 - e is towing a trailer or other vehicle for payment
 - f is being used on a track or roadway designed or designated for track use or vehicle performance activities
 - g is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons, or anywhere aircraft have access to).
- 2 This policy does not cover any liability which **you** have as a result of an agreement or contact, unless **you** would have had that liability anyway.
- 3 This policy does not provide cover for any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by, or arising from the following:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup. However, this policy covers **you** so far as is necessary to meet with any law on Compulsory Insurance.
- 5 This policy does not provide cover except under Part B – Liability to others for any accident, injury, loss or damage caused by:
 - a earthquake;
 - b riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 6 This policy does not provide cover for any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to drive **your motorcycle** is:
 - a found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
 - b is driving whilst unfit through drink or drugs, whether prescribed or otherwise
 - c fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Part A: Loss and damage

✓ What is covered

Loss of or damage to your motorcycle, motorcycle accessories or spare parts

If **your motorcycle, motorcycle accessories** or spare parts are lost, stolen or damaged, **we** will:

- repair the damage;
- replace what is lost or damaged and is too expensive to repair; or
- pay **you** the cost of the loss or damage.

We can choose which of these actions **we** will take for any claim **we** agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

If **your motorcycle** is damaged, **we** will use one of **our recommended repairers** to repair it. If **you** choose not to use them, **we** may not pay more than **our recommended repairer** would have charged and **we** may choose to settle the claim by a financial payment. Following damage to **your motorcycle**, **we** may move **your motorcycle** to a place of safe and free storage pending settlement of any claim.

If **you** cannot use **your motorcycle** because of loss or damage that is insured under this policy, **we** will also pay the reasonable cost of protecting **your motorcycle** and taking it to **our** nearest **recommended repairer**. After the repair, **we** will pay the reasonable cost of delivering **your motorcycle** to **your** address in the **UK**.

Where **your motorcycle** is not recovered following a theft or is beyond economical repair **we** will pay **you** the **market value** of **your motorcycle**, including **motorcycle**

accessories and spare parts at the time they are lost, stolen or damaged.

Following damage to **your motorcycle**, **we** reserve the right to move the salvage to a place of safe and free storage pending settlement of any claim. If **we** settle a claim as a total loss, **we** reserve the right to own the salvage.

Motorcycle accessories and spare parts of **your motorcycle**, which are in **your** private garage at the time of their loss or damage, will also be covered.

New motorcycle replacement

If during the period of one year after the first registration as new **your motorcycle** is:

- stolen and not recovered; or
- damaged so that repairs will cost more than 70% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

and provided **your motorcycle** is owned by **you** then **we** will replace **your motorcycle** with a new one of the same make, model and specification.

Provided that:

- one is available
- **you** and anyone else **we** know who has a financial interest in **your motorcycle** agree.

If **your motorcycle** is recovered before a new replacement is ordered and the cost of repairs are less than 70% of the manufacturers list price, **we** will do one of the following:

- repair the damage

Part A: Loss and damage *continued*

- replace what is lost or damaged beyond economical repair or
- pay **you** cash for the amount of the loss or damage.

Hotel expenses and alternative transport

In the event that **your motorcycle** is not road worthy following an accident and **you** have reported a claim under Part A – Loss and damage (subsection 1), **we** will pay up to a maximum of £250 in the event that **you** can not complete **your** planned journey to cover:

- overnight accommodation, including the cost of meals and drinks, for the rider and pillion passenger of **your motorcycle**; or
- public transport for the rider and the pillion passenger of **your motorcycle** to return to **your** home or **your** original planned destination.

X What is not covered

Loss of or damage to your motorcycle, motorcycle accessories or spare parts exclusion

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.†
- Loss of value after a repair.
- The cost of any repair or replacement which improves **your motorcycle** beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to **your motorcycle** arising from or as a result of water freezing in the cooling circulation system of **your motorcycle**.

- Damage to tyres from braking, punctures, cuts or bursts unless as a result of an accident.
- Loss or theft of **your motorcycle** by deception. This includes, but is not limited to:
 - Loss or theft as a result of handing the keys of **your motorcycle** over to someone who claims to be a buyer or agent without taking precautions to ensure **your motorcycle** is returned to **you**.
 - Loss or theft as a result of someone purchasing **your motorcycle** using a payment method which does not result in **you** receiving the payment for **your motorcycle**.
- Loss from taking **your motorcycle** and returning it to its legal owner.
- Loss or damage to **your motorcycle** by theft or attempted theft if **you** or anyone else has left it unlocked or with keys or keyless entry system in **your motorcycle**, or on it.
- Confiscation or requisition or destruction by, or under the order of, any government or public or land authority.
- Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming.*
- Any **excess** that applies to this insurance.**

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

Part A: Loss and damage *continued*

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

Useful information:

† This policy does not cover mechanical breakdown, or computer failure. But, if for example your engine management system fails and causes the engine to shut down, any accident that happens as a result would be covered (although the cost to repair the fault of the engine management system would not be covered). The same applies if your vehicle catches fire – the faulty item would not be covered, but you would be covered for the other fire damage.

**Examples of such loss, damage or additional expense are the costs incurred in preparing a claim or loss of earnings following your bodily injury or illness.*

**** Excesses**

The excess is the amount you have to pay for every claim for loss of or damage to your vehicle (for example, if your repairs cost £1,000 and you have a £100 excess, you pay £100 and the insurer pays £900). Excesses apply whoever was to blame.

There are three kinds of excess.

Compulsory – this will apply in certain circumstances, such as for high performance motorcycles.

Voluntary – if you have chosen to have an excess, we will give you a discount on your premium.

All applicable excesses will be shown in your schedule which includes those shown against any operative endorsements that apply to this insurance policy.

Part B: Liability to others

✓ What is covered

1 Cover provided for you

This policy covers **you** for the amounts shown below:

- a** Death of or injury to any person is unlimited.
- b** Damage to any other person's property up to £20,000,000, plus all legal costs and expenses provided the total does not exceed £25,000,000

which **you** become legally responsible for paying due to the death of or injury to any person and damage to any person's property in respect of any claim or series of claims arising out of one event involving **your motorcycle**, or caused by a trailer or other vehicle that is attached to **your motorcycle**.

The same cover will apply if **you** are driving any other motorcycle which **your certificate of insurance** allows **you** to drive. This cover ceases if **you** dispose of **your motorcycle** shown in the **certificate of insurance** or it becomes a total loss.*

2 Cover provided for other people including passengers

If **you** ask **us** to, **we** will give the following people the same level of cover as provided in 1 above:

- Anyone **you** allow to drive **your motorcycle** and who is allowed to drive it in the **certificate of insurance**.
- Passengers (other than the person driving) provided that the passenger is not entitled to indemnity under any other policy.

- Any person using (but not driving) **your motorcycle** with **your** permission for social, domestic and pleasure purposes.
- Any person travelling on or getting on or off **your motorcycle**.
- **Your** employer or business partner, as long as **your motorcycle** is not owned by or hired to either **your** employer or business partner and **your motorcycle** is being used for a purpose that is allowed in **your certificate of insurance**.

3 Your legally-appointed representatives

After the death of anyone insured under this policy, **we** will protect that person's estate against any liability the deceased person had if that liability is insured under this policy.

4 Legal fees and expenses

If **we** give **our** written permission, **we** will pay for solicitors fees to:

- represent anyone insured under this policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this policy in a court of summary jurisdiction;

for any incident which might give rise to a claim under Part B – Liability to others of this policy.

5 Proceedings for manslaughter or causing death by dangerous driving.

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover:

Part B: Liability to others *continued*

- **You** must ask **us** to provide it.
- The death or deaths giving rise to the proceedings must have been caused by an incident covered by this policy.

6 Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** no claim discount.

X What is not covered

You are not covered for the following:

- 1 Anyone driving **your motorcycle** who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
- 2 Anyone who is insured under any other policy.
- 3 Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving **your motorcycle**.
- 4 Any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by or arising from terrorism or any action taken in controlling, preventing, suppressing or in any way relating to terrorism. However this policy covers **you** so far as is necessary to meet any law on compulsory insurance.

For the purpose of this exclusion terrorism means any act or acts that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism. This involves but is not limited to the use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.

Useful information:

If an accident causes damage to another motor vehicle, an animal or property, or if anyone is injured, the law says you must stop. You must give your name, address and motorcycle registration number to anyone reasonably asking.

Part C: Territorial limits and foreign use

✓ What is covered

This policy provides the cover described in the **schedule** within the **UK**.

Your policy also provides the minimum cover **you** need by law to use **your motorcycle** in:

- 1** any country which is a member of the European Community; or
- 2** any other country which has agreed to follow Article 8 of the EU Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles and is approved by the commission of the European Communities. **We** will also provide this cover while **your motorcycle** is being transported between any of those countries and the **UK**.

Where the level of cover in any European Community Member State is less than that provided by the legal minimum requirements of **UK**, the level of cover that applies in **UK** will apply in that Member State.

Your policy automatically extends the cover shown in the **schedule** to the countries described in **1** and **2** above for up to 93 days in any one **period of cover**.

If **you** want to extend **your** cover for more than 93 days **you** must contact **us** before **you** travel. An additional premium may be charged if **we** agree to extend **your** cover.

It is no longer necessary to have an International Motor Insurance Certificate (Green card) when travelling to countries covered by **1** or **2** above. In the absence of a Green card **you** must carry **your** current **certificate of insurance** when travelling.

If **you** plan to travel to any other country, please notify **us** at least three weeks before **you** leave as **you** may require a Green card.

When contacting **us** please supply the following information:

- **your** policy number
- the period for which cover is required
- the registration number, make and model of **your motorcycle**
- details of any trailer or other vehicle being towed
- countries to be visited.

X What is not covered

You are not covered for any legal action taken against **you** outside the **UK**, unless it is a result of using **your motorcycle** in a country for which **we** have agreed to extend this insurance cover.

Additional covers and benefits

1 No claims discount

As long as a claim has not been made on **your** policy during the current **period of cover**, **we** will include a discount in **your** renewal premium. **We** will give **you** a discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee **your** premium will not rise.

The table below shows what would happen to **your** NCD if **you** were to make one or more claims.

	No claims discount at next renewal date without NCD protection			
Number of years No Claims Discount	1 claim during the period of cover	2 claims during the period of cover	3 claims during the period of cover	4 claims during the period of cover
1	0	0	0	0
2	0	0	0	0
3	1	0	0	0
4	2	0	0	0
5 or more	4	0	0	0

2 Protected no claims discount

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

No claims bonus protection allows **you** to make one or more claims before **your** number of no claims bonus years falls.

3 Motorcycle service cover

Motorcycle servicing and motorcycle parking

Subject to the terms and conditions of this policy other than limitations to use and driving **we** will provide an indemnity to **you** whilst **your motorcycle** is in the custody or control of:

- A motor garage or other similar business, which **you** do not own, which has **your motorcycle** for the purpose of:
 - maintenance;
 - repair;
 - testing; or
 - servicing
- A hotel, restaurant or similar business, which **you** do not own, where **your motorcycle** has been parked for **you**.

4 Driving other vehicles extension

Please refer to **your certificate of insurance** to see if **you** are covered to drive other vehicles which are not owned by **you** or under a hire purchase agreement, rental/short term hire agreement or annual leasing agreement to **you**.

If **your** cover is extended to drive other vehicles, subject to the criteria listed on **your certificate of insurance**, the cover when driving that vehicle will be limited to Third Party Cover. This means that the motorcycle that **you** are driving will not be covered itself.

Please note that if **your certificate of insurance** lists this cover then cover is restricted to **you**, the policyholder only, and not any other drivers named on this policy.

This extension does not provide cover to drive vans, other commercial vehicles or cars of any description.

You are not covered under this section whilst driving outside of the **UK**.

Endorsements

You insurance under this policy may be extended or restricted by endorsements. Endorsements only apply if their numbers appear in the **schedule**.

All the terms, conditions and exceptions of the policy continue to apply along with the endorsements.

Endorsement 60* – Own loss or damage (compulsory)

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your motorcycle**.

This endorsement will not apply if damage to the motorcycle is caused by fire, lightning, explosion, theft or attempted theft.

This endorsement applies on top of any other amount which **you** may have to pay towards each claim. If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this endorsement.

Endorsement 61* – Fire and theft excess (compulsory)

You will pay the amount shown next to this endorsement number in the **schedule** towards each claim for loss or damage to **your motorcycle** caused by fire, lightning, explosion, theft or attempted theft.

If **we** pay the whole amount of the claim at first, **you** must immediately pay **us** the amount **you** have to pay under this endorsement.

Endorsement 62* – Motorcycle security

You are not covered under Part A – Loss or damage of this policy for any loss or damage caused by theft and attempted theft unless:

- **your motorcycle** is fitted with an approved security device; and
- the security device is operational at the time of any loss or damage to **your motorcycle**.

Endorsement 63* – Garaged over night

Your motorcycle must be kept in a locked building between the hours of 10pm and 6am whilst at **your** normal place of residence.

If, at the time of any claim under Part A **your motorcycle** is not kept in a locked building when at **your** normal place of residence between the hours stated, **you** will pay the first £250 towards each claim caused by fire, explosion, theft or attempted theft.

This £250 applies on top of any other amount that **you** have to pay towards each claim.

Endorsement 64* – Limited mileage

If the declared annual mileage is exceeded **you** will have to pay £250 towards each claim for loss or damage to **your motorcycle**.

This £250 applies on top of any other amount that **you** have to pay towards each claim.

Endorsement 65* – Pillion exclusion

If a claim arises from any incident when a passenger is being carried on or mounting or dismounting **your motorcycle**, the cover **we** provide for that claim is limited to the minimum cover needed to meet the relevant law.

Endorsement 66* – Exclusion of riders under 25

This policy does not apply when **your motorcycle** is being ridden by or in the charge of any person under 25 years of age.

Endorsement 67* – Exclusion of riders under 21

This policy does not apply when **your motorcycle** is being ridden by or in the charge of any person under 21 years of age.

Important notes

Motor Insurance law

DVLA will compare its records with details of vehicles on the MID (Motor Insurance Database) – the UK's central record of vehicle insurance.

If a vehicle does not have insurance and a Statutory Off Road Notification (SORN) has not been made, the registered keeper could face;

- a fixed penalty fine of £100
- their vehicle being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1000.

These measures are in addition to the powers the police already have to seize an uninsured vehicle and fine the driver.

If **you** want to check **your** vehicle is recorded as 'insured' on the MID record, visit the free service at www.askMID.com

Do not contact DVLA as only **your** insurance provider can update **your** insurance details on the MID. If **your** vehicle registration number is not on the MID, contact **your** insurance provider immediately to get the MID updated.

What this means for you

If **you** are keeping **your** vehicle for use on the road and it is not insured, insure it now. If **you** are keeping **your** vehicle off the road and it is not insured **you** must make a Statutory Off Road Notification (SORN). If it is taxed **you** need to return the disc (including nil discs) on a V14 form to DVLA.

For more information and to get a V14 form, visit www.direct.gov.uk/stayinsured.

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy. If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

Making a complaint

AXA Insurance UK plc aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. The following will help **us** understand **your** concerns and give **you** a fair response.

Making your complaint

If **your** complaint relates to a claim on **your** policy, please contact the department dealing with **your** claim.

If **your** complaint relates to **your** policy, please contact the agent or AXA office where it was bought, or AXA Insurance UK plc.

Contact details

Head of Customer Relations
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

Email: customercare@axa-insurance.co.uk

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your** policy and/or claim number, and the type of policy **you** hold.

- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0300 123 9123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Our promise to you

We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Use the information from complaints to continuously improve **our** service.

We may record and monitor telephone calls.

Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS.

You may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk