



Policy booklet

Motorcycle Insurance



**Enclosed with your
policy document
are your:**

Policy Declaration

**Certificate of
Insurance**

Policy Schedule

**Claims Assistance
& Reporting
Procedure**

AA Insurance Services

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Certain words have specific meanings in relation to your policy. To help you identify these we've printed them in ***bold italics*** in your policy details.

Motor Policy - Definitions

(Applicable to sections I to VI only)

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below:

Insured/you/your	The person or persons described in the schedule .
Insurer/we/ our/us	The insurer described in the schedule .
Period of Insurance	The period from the commencement date to the expiry date shown in the schedule .
Commencement Date	The date of inception or renewal of the policy.
Your Motorcycle	<ol style="list-style-type: none">1. Any motorcycle described in the schedule and2. Any other motorcycle in respect of which:<ol style="list-style-type: none">i. details have been supplied to us andii. a certificate of motor insurance bearing the registration mark of that motorcycle has been delivered to you remains effective andiii. You have paid the premium. <p>The vehicle(s) described in this schedule at inception shall be deemed to be deleted when the certificate(s) of motor insurance relating thereto cease to be effective.</p>
Green Card	A document required by certain non EU countries to provide proof that you have the minimum Insurance cover required by law to ride in that country.
Certificate of Motor Insurance	A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can ride your motorcycle , what purpose it can be used for and whether you are permitted to ride other motorcycles . The certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of the policy booklet. Wherever the expression ' certificate of motor insurance ' is used in this contract, it means the certificate which, from time to time, is that in force and not one which we have withdrawn or which has ceased to be valid.
Schedule	Details of you, your motorcycle , premium, cover and the insurer . The schedule is part of and must be read in conjunction with this policy.
Motorcycle(s)	A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.
Excess	The amount you must pay following loss or damage to your motorcycle .
Territorial Limits	Any country which is a member of the European Union, Norway and Switzerland (including Liechtenstein) and any other country that have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.
Regulation	All insurers of AAIS and AAIS itself are authorised and regulated by the Financial Services Authority. You can confirm all registration details and find out more about the Financial Services Authority by visiting their website on www.fsa.gov.uk or by contacting them direct on 0300 500 5000.

Policy Cover

Policy Cover	
Cover	Operative Sections
Comprehensive	All sections of the policy are operative.
Third Party Fire and Theft	All sections of the policy are operative except that Section I is operative only in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereat.
Third Party Only	All sections of the policy are operative except Section I.

In consideration of the premium having been paid by **you**, **we** will provide insurance in accordance with the policy cover indicated in the **schedule** of this policy in respect of accident, injury, loss or damage occurring within the **territorial limits** or in the course of transit by sea between any ports therein including processes of loading and unloading during the **period of insurance** specified in the **schedule** or any subsequent period for which **we** may accept payment for renewal of this policy. This policy booklet, the proposal form or policy declaration, the **schedule** and the **certificate of motor insurance** should be read together and form the contract of insurance.

The contract is subject to:

- i. that the **insured** has provided correct information on the proposal form or policy declaration form, to the best of their knowledge.
- ii. that the **insured** understands that the premium is based on this information.

- iii. that if any of the information is incorrect it may lead to the policy being invalid.
- iv. that the **insured** must tell **us** if anything changes which might affect this policy. If **you** are not sure whether it's important, tell **us** just in case. Any changes which **you** don't tell us about may mean **your** policy is void.

Section I

Loss of or Damage to Your Motorcycle

We will cover **you** against loss of or damage to any **motorcycle** described in the **schedule** and its accessories and spare parts while thereon.

We may at **our** own option repair reinstate or replace such **motorcycle** or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage.

If to **our** knowledge the **motorcycle** is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **us** in respect of such loss or damage. The maximum amount payable by **us** in respect of any claim for loss or damage shall be the market value of such **motorcycle** or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding **your** estimate of value shown in **our** records.

If such **motorcycle** is disabled by reason of loss or damage insured under this policy **we** will bear the reasonable cost of protection and removal to the nearest repairers.

We will also pay the reasonable cost of delivery to **you** after repair of such loss or damage not exceeding the reasonable cost of transport to **your** address in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands stated herein.

New Motorcycle Replacement

We will replace **your motorcycle** with a new **motorcycle** of the same make and specification (subject to availability) if, within 6 months of purchase new by **you**:

- any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase;
- or
- **your motorcycle** is stolen and not recovered.

Replacement is Subject to:

- **your motorcycle** being owned by **you** or having been purchased under a hire purchase agreement (any **motorcycle** the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- the agreement of any interested hire purchase company.
- **you** being the first registered owner of **your motorcycle**.

Exceptions to Section I

We shall not be liable to pay for

- a. Loss of use of the **Insured motorcycle** or any loss resulting from loss of use of the **Insured motorcycle**.
- b. Depreciation or wear and tear.
- c. Mechanical, electrical, electronic faults, breakdowns malfunctions and breakages.
- d. Damage to tyres by application of brakes or by punctures cuts or bursts.
- e. Loss or damage to accessories and spare parts by theft if the motorcycle is not stolen at the same time.
- f. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- g. The first amount of any sum otherwise payable in respect of each and every occurrence of loss or damage to any **motorcycle** described in the **schedule** in accordance with the following:

Motorcycle Group Rating	Amount
1 to 4	£100
5 to 13	£150
14 to 16	£250
17+	£500

For details of the group rating of **your motorcycle** please refer to **your policy schedule**.

Section I

continued

- h. Loss of or damage to helmets and protective clothing and other personal belongings.
- i. Loss of value following or because of repair.
- j. Loss or damage by theft whilst the ignition keys for ***your motorcycle*** have been left in or on the ***motorcycle***.
- k. Loss of ***your motorcycle*** by deception of someone who claims to be a buyer or agent.

Section II

Liability to Third Parties

Your Cover

- a. **We** will cover **you** in the event of an accident caused by or through or in connection with any **motorcycle** described in the **schedule** against liability at law for damages and claimant's cost and expenses in respect of death of or bodily injury to any person, or any amount not exceeding £20,000,000 in respect of damage to any person's property.
We will pay all costs and expenses incurred with **our** written consent.
- b. If the effective **certificate of motor insurance** permits **you** to ride a **motorcycle** not belonging to **you** and not hired to **you** under a hire purchase agreement, **we** will cover **you**, subject to the limitations of and for the purposes of this section whilst riding such **motorcycle** as though it were a **motorcycle** described in the **schedule** and ridden by **you** in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Cover for Other Persons

(Including Passengers)

- a. If the effective **certificate of motor insurance** permits the riding of a **motorcycle** described in the **schedule** by a person other than **you** **we** will cover such person in the terms of Section II above.
- b. **We** will in terms of Section II above cover at **your** request any passenger (other than the person riding) provided that such person:
 - i. is not entitled to cover under any other policy; and
 - ii. shall as though such person were the insured observe, fulfil and be subject to the terms, exceptions and

conditions of this policy in so far as they can apply.

Cover for Legal Personal Representatives

Upon the death of any person **insured** under this section **we** will transfer to that person's estate the benefit of this insurance against any liability covered by this section that the deceased may have incurred.

Legal Expenses

In respect of any act causing or relating to any event which may be the subject of cover under this section **we** will arrange and pay for the following:

- a. Solicitors services in respect of:
 - i. representation at any coroner's inquest or fatal inquiry; and
 - ii. defending any proceedings in any Court of Summary Jurisdiction.
- b. Legal services up to any amount not exceeding £1,000 in respect of any one occurrence for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death provided that at the time of the occurrence the rider has attained the age of 21 years.

We will only cover these legal costs if they relate to an incident, which is covered under this section.

Section II

continued

Exceptions to Section II

We shall not be liable in respect of

- a. death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered under this section other than liability to such person:
 - i. carried in or upon; or
 - ii. entering or getting on to or alighting from any vehicle hereby insured and only in so far as is necessary to meet the requirements of the Road Traffic Acts.
- b. Damage to property belonging to or held in trust by or in the custody or control of anyone **we** insure who claims under this section, and to property being conveyed by such **motorcycle**.
- c. Any person insured under this section who fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- d. Damage to any **motorcycle** where cover in connection with the use or riding of that **motorcycle** is provided by this section.

Section III

Payments Made Under Compulsory Insurance Regulations and Rights of Recovery

Nothing in this policy shall affect the right of any person to recover an amount by virtue of the provisions of the law relating to the insurance of liability to third parties in any territory in which the policy operates but in the event of **us** having to pay any amount which **we** would not have been liable to pay but for the provisions of such law **you** shall repay all such amounts to **us**. **We** reserve the right to recover such payments from you or from the person who incurred the liability.

Section IV

Emergency Treatment

We will pay for any emergency medical treatment arising from an accident covered by this **insurance** as required by the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** no claims discount.

Section V

Continental Use/Compulsory Insurance Requirements

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

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 [2] of EC Directive 72/166 CEE relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover the policy provides the cover shown in the **schedule** in any country in the **territorial limits** subject to:

- **your motorcycle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- **your** visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature not exceeding one month in any one trip.

Cover Includes

- transit by sea air or rail in or between countries within the **territorial limits**.
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **territorial limits** subject to **your** liability arising as a direct result of a claim covered under this policy.
- General Average contributions. Salvage charges and Sue and Labour charges whilst **your motorcycle** is being transported by sea between any countries within the **territorial limits** provided that **your motorcycle** is covered for loss or damage under this policy.

If You Take Your Motorcycle Abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** should therefore provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit.

There is no cover for countries outside the **territorial limits**. **We** may however be prepared to extend cover to certain of these countries on request in which case **we** will provide **you** with a **Green Card** and an additional premium will be charged.

Section VI

General Information

General Exceptions

We shall not be liable in respect of:

1. any accident, injury, loss, damage or liability caused sustained or incurred while any **motorcycle** insured under this policy is being:
 - a. Used or ridden otherwise than in accordance with the appropriate sections of the effective **certificate of motor insurance**.
 - b. Ridden by any person other than described under the appropriate sections of **your** effective **certificate of motor insurance** except that cover will not be withdrawn:
 - i. if the Injury, loss or damage was caused as a result of **your motorcycle** being stolen or having been taken without **your** consent or other lawful authority.
 - ii. if the person riding does not hold a driving licence and **you** had no knowledge of such deficiency.
 - c. Ridden by any person unless such person holds a licence to ride such **motorcycle** or has held and is not disqualified from holding or obtaining such a licence.
 - d. Ridden by or is in the charge of for the purpose of being ridden by any person to whom such **motorcycle** has been hired.
2. Any liability, which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever that is caused directly or indirectly by:
 - a. The carriage of substances that require a licence or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear combustion or equipment.
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss or damage directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power.
 - a. All liability arising from acts of **terrorism** as defined in the **terrorism** Act 2000 except where we are required to provide cover under the Road Traffic Acts.
5. Any accident, injury or damage (except under Section II) arising during or as a result of:
 - a. Earthquake or
 - b. Riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands.
6. Any liability in respect of pollution except liability which **we** are obliged to cover by the law relating to compulsory motor insurance.
7. Any accident, injury, loss, damage or liability when any **motorcycle** covered by this policy is being ridden or used in or on that part of an aerodrome airport airfield or military base provided for:
 - the take off or landing of aircraft and for the movement of aircraft on the surface.
 - aircraft parking aprons including the associated service roads refuelling and ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area.

Section VI

continued

Claims Procedure

1. **You** or **your** legal personal representatives must give notice to AA Insurance Services as soon as is reasonably possible after the occurrence of any accident, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to **us** immediately on receipt. Notice shall also be given in writing to **us** immediately if **you** or **your** legal personal representatives shall have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this policy.
2. No admission, offer, promise, or payment shall be made or given by **you** or on **your** behalf without **our** written consent. **We** shall be entitled if **we** so desire to take over and conduct in **your** name or in the name of the person claiming under the policy the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for compensation or damages and shall have full discretion in the conduct of any proceedings or in the settlement of any claim **you** or the person claiming under this insurance shall give all such information and assistance as **we** may require.

Law Applicable to Contract

You and the **insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **you** reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **you** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

Applicable Language

The Terms and Conditions and all other information concerning this insurance are supplied in the English language and **we** undertake to communicate in this language for the duration of this policy.

General Revision Endorsement 2001. The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to AAIS under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

General conditions (covering all sections)

Your Duty to Prevent Loss or Damage

You shall take all reasonable steps to safeguard from loss or damage any **motorcycle** described in the **schedule** and to ensure that any such **motorcycle** is in a roadworthy condition.

We shall have at all times free access to examine **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement.

Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

Your Duty to Comply with Policy Conditions

Without prejudice to **our** rights **your** observance and fulfilment of the terms provisions and conditions of this policy and of any endorsement thereon in so far as they relate to anything to be done or complied with by you shall be conditions precedent to **our** liability to make any payment under this policy.

'Cooling-Off' Period

You will, for a period of 14 days from the date **you** receive **your** policy documentation or the date you enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **you** have made a total-loss claim).

This refund will be subject to a charge for the period of cover **you** have received, plus **our** reasonable administration charges, except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be entitled to a full refund

of the premium that **you** have paid. In order to cancel your policy within this period **you** must write to **us** confirming **your** intentions and, for vehicle insurance, enclosing **your certificate of motor insurance**.

Cancellation

1. In addition to **your** rights under the 'Cooling Off' Period, **you** also have the right to cancel **your** policy at any time during the period of cover.

If **you** wish to cancel **your** policy, **you** must send **us** **your** current **certificate of motor insurance** with a letter saying that **you** want to cancel **your** policy. It is important to remember that cancelling your direct debit does not cancel **your** policy.

We, the **insurer** or any agent appointed by **us** and acting with **our** specific authority may cancel this policy by sending **you** a 7 day notice of cancellation to your last known address (and in the case of Northern Ireland to the DVLNI). Provided that no claim has occurred during the current period of insurance we will calculate the premium for the period that **we** have been insuring **you** and refund any balance.

If **your** policy contains any additional covers, for example, legal expenses and/or motor breakdown cover then these and **our** commission will be excluded from any refund calculations.

Any refund of premium due would depend on how long the insurance has been in force and is calculated in accordance with the Insurer's published scales, which are available on request. No refund will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current period of insurance.

General conditions continued

2. If **you** are paying the premium in relation to this insurance in monthly instalments by direct debit mandate, under the terms of a Credit Agreement this Insurance Contract automatically terminates if **you** fail to pay an instalment when due, or fail to maintain the direct debit mandate and such default is not corrected in the period specified in the default notice served pursuant to Section 88 (1) of the Consumer Credit Act 1987 (the notice period), and you fail to pay the whole of the outstanding balance then becoming due and payable within 7 days of the expiry of the notice. It is a further condition of this policy that if you make a claim then any balance of the premium outstanding for the remainder of the period of insurance becomes due and payable in full.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and the circumstances of the claim.

For claims against insurers, **you** are covered for 90% of the claim, without any upper limit. For compulsory insurance (eg third-party motor) the claim is covered in full, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or www.fscs.org.uk.

Other Insurance

If at the time any claim arises under this policy there is any other existing insurance covering the same loss, damage or liability in respect of **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement **we** shall not be liable to pay or to contribute more than **our** rateable proportion of any loss damage compensation costs or expense. This provision will not place any obligation upon **us** to accept any liability under section II which **we** would otherwise be entitled to exclude under Exception I to section II.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by **you** or anyone acting on **your** behalf all benefits under the policy shall be forfeited.

We exchange information with other insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

Complaints procedure

If You have a Complaint about Your Insurance

Our aim is to provide **you** with a first class standard of service at all times. If **you** feel that **we** have not met **your** expectations then please contact **our** Customer Services Department straight away and **we** will endeavour to resolve any issues immediately or if not, by the close of business the next day. The Customer Services Department can be contacted by telephone on 0844 836 1052, by fax on 0844 836 0002 or by e-mail at AAinfo@directchoice.co.uk. If **you** are not satisfied by **our** initial response, or if the initial complaint is of a more serious nature, then **you** should write to:

The Customer Care Unit, AA Insurance Services,
PO Box 2AA, Newcastle upon Tyne NE99 2AA

The Compliance Officer is responsible for monitoring the quality of **our** service and will ensure that **your** complaint is dealt with correctly. **We** will acknowledge receipt of **your** complaint within 5 business days and inform you of who is dealing with **your** complaint. If **our** investigations take longer than this **we** will provide a full written response within 20 business days, or explain the current position of **your** complaint and provide **you** with an indication as to when **we** expect to provide **our** final response. If **your** complaint relates to the **insurer** or the insurance policy then **you** will be advised and given full details on how to contact the senior executive of **your insurer**. If **you** are not satisfied by their response **you** may write, if **your** policy is underwritten by a Lloyd's Syndicate, to:

Lloyds Complaints Department
Lloyds of London
1 Lime Street
London
EC3M 7HA

If **you** have been given a final response and **you** are still dissatisfied then, as AAIS and all insurers used by AAIS are authorised and regulated by the Financial Services Authority, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR
Tel: 0845 080 1800

Any decision made by the Financial Ombudsman Service is only binding on the insurer and AAIS. **You** remain free to take legal action in court. These arrangements for the handling of complaints are entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action.

Call to find out more about:

Insurance

- Insurance
- Business Insurance
- Van Insurance
- Classic Car Insurance
- Home Insurance
- Travel Insurance
- Life Insurance
- Pet Insurance
- Caravan Insurance
- Holiday Homes Insurance
- Personal Injury Claims
- Overseas Car Insurance
- Golf Insurance

Breakdown

- Breakdown Cover
- European Breakdown Cover

Other Services

- Driving School
- Maps, Guides and Atlases

Call **0800 21 11 11** or visit
theAA.com

For any motorcycle policy enquiries please contact:

AA Insurance Services, PO Box 2AA, Newcastle upon Tyne NE99 2AA.

Tel: 0844 836 1052.

You may contact us using Text Relay. Information is also available in large print, Braille and audio on request. Please call for details.

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