



Policy booklet

Motorcycle Insurance



*Your 4th
Emergency
Service*

Welcome to AA Insurance Services

A warm welcome and thank you for choosing to insure your motorcycle through us. Our aim at AA Insurance Services (AAIS) is to combine value for money with peace of mind, making Motorcycle Insurance as straightforward as possible.

Your policy booklet and statement of insurance include everything you need to know about your Motorcycle Insurance cover. In addition, you can always contact our experienced customer service agents who are there to help you with all your Motorcycle Insurance needs.

If you're unfortunate enough to have an accident regardless of fault, call us and our experienced claims staff will be there to guide and assist you through every step of the claims process.

The AA is able to offer you more than just great deals on Motorcycle Insurance. If you want more information on our other products, we can help you. Either call us or visit our website on theAA.com.

For any motorcycle policy enquiries please contact: Motorcycle Insurance,
AA Insurance Services, PO Box 2AA, Newcastle upon Tyne NE99 2AA.
Tel: 0344 836 1052.

A guide to your policy booklet

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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:

AAIS Certificate of Motor Insurance	Automobile Association Insurance Services Limited. 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is used in this contract, it means the certificate which, from time to time, is that in force and not one which We have withdrawn or which has ceased to be valid.
Commencement Date	The date of inception or renewal of the policy.
Excess	The amount you must pay following loss or damage to Your Motorcycle .
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.
Insurer/we/our/us	The Insurer described in the Schedule .
Insured/you/your	The person or persons described in the Schedule .
Motorcycle(s)	A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.
Period of Insurance	The period from the Commencement Date to the expiry date shown in the Schedule .
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.
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.
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. 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.

Introduction to your Motorcycle Insurance cover

Insurance has been effected between an insurance company or certain underwriters at Lloyd's (the 'Insurer') and **You** the **Insured**.

The name of the **Insurer** can be found in the Statement of Insurance, the **Schedule**, Policy Summary and the **Certificate of Motor Insurance**.

Information and statements provided by **You** have been relied upon by the **Insurer** in entering into this insurance. Such information and statements together with this Policy Document, the Statement of Insurance, the **Schedule**, **Certificate of Motor Insurance** and any Endorsements (shown on the **Schedule**) must be read as a whole as they constitute the legally binding contract of insurance between **You** and the **Insurer**.

The **Insurer** has agreed to insure **You** subject to the terms, conditions and exclusions contained in or endorsed upon this Policy Document against such liability loss or damage that may occur during any **Period of Insurance** for which **You** have paid or agreed to pay the premium as is directly sustained in connection with **Your Motorcycle**.

For Lloyd's Policies: In order that these documents may be issued as evidence of the insurance, the **Insurer** has entered into a written binding authority contract, which empowers an authorised Director of Automobile Association Insurance Services Limited to issue this Policy on behalf of Lloyd's underwriters.

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 thereof.
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. Failure to do so may result in **Your** insurance being cancelled or in **Your** claim being rejected or not fully paid. For a full list of notifiable changes please refer to subsection Keeping Your Policy Up To Date in section General Conditions of this policy booklet.

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 cost of protection and removal to the nearest repairers.

We will also pay the cost of delivery to **You** after repair of such loss or damage not exceeding the 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 **Your Motorcycle** or any loss resulting from loss of use of **Your 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. Loss of or damage to helmets and protective clothing and other personal belongings.
- h. Loss of value following or because of repair.
- i. Loss or damage by theft whilst the ignition keys for **Your Motorcycle** have been left in or on the **Motorcycle**.
- j. 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 covered 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.

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.

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.

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.
 - 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 unless **You** had no knowledge of such deficiency.
 - 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.

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 may 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.

Keeping Your Policy up to date

You must take reasonable care to ensure that the information provided by **You** or on **Your** behalf in relation to **Your** Motorcycle Insurance is provided honestly, fully and to the best of **Your** knowledge. If any of **Your** insurance, or personal details set out on **Your Statement of Insurance, Proposal Form, Schedule or Certificate of Motor Insurance** are incorrect or incomplete, or if **You** need to make a change, please call the Customer Services Helpline on 0344 836 1052 as soon as possible. **Failure to do so may result in your insurance being cancelled or treated as if it never existed, Your claim being rejected or not fully paid.** The changes **You** must tell **Us** about are: **You** must tell **AAIS** before **You** need the revised cover to start if:

- **You** change **Your Motorcycle** or wish to add an additional **Motorcycle**; or
- any modification or engine conversion (from the manufacturers original specifications) is going to be made to **Your Motorcycle** including but not limited to:
 - changes to the bodywork
 - changes to the suspension or brakes
 - cosmetic changes such as changes to the wheels
 - changes affecting the performance of **Your Motorcycle**; or
- there is any change in or to any information previously provided about **Your** occupation or that of any other rider (including any change between full and part-time occupation); or
- **You** want to change how **You** use the **Your Motorcycle** (for example to include business use); or
- **You** wish to make changes to the riders or
- any additional audio, satellite navigation or communications equipment is to be permanently fitted to **Your Motorcycle**.

You must tell **AAIS**, as soon as possible, and in any event within 7 days, if:

- **You** change **Your** address or the address where **Your Motorcycle** is kept overnight; or
- **You** or any other rider have been declared unfit to drive by the DVLA or been advised not to drive by a doctor or by other medical healthcare professional; or
- there is any change to **Your Motorcycle's** estimated annual mileage, as previously notified; or
- **You** or any other rider has had a change to their driving licence type (for example from provisional GB licence, or foreign licence, to full GB licence).

You must tell **AAIS** before next renewal if:

- **You** are, or any other rider is, involved in any claim, incident or loss (including any accident or theft, whether or not this may give rise to a claim and/or are to blame); or
- **You** or any other rider has committed any motoring offence, including a motoring offence convictions, driving licence endorsements, fixed penalties (other than in relation to parking), or have been disqualified from driving; or
- **You** or any other rider has any pending motoring offence prosecutions.
- AA Insurance Services may charge an administration fee of up to £25 if any of these changes mean **Your** policy has to be adjusted or AA Insurance Services has to send out replacement copies of **Your** documents.

Cancellation

Procedures are explained below dependent on who invokes cancellation. Fees chargeable by **AAIS** in the event of cancellation as referred to in this section are set out in the document entitled 'About AAIS'.

You

'Cooling Off' Period

Within 14 Days

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).

Your Insurer will refund a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused, plus **AAIS** will charge an administration fee of £25, 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. There may also be a fee of up to £50 applied by **Your Insurer**. This amount will vary depending on **Your Insurer**. If **You** want to know this fee before cancelling **Your** policy please ask **AAIS**.

In order to cancel **Your** policy within this period **You** must contact **AAIS** confirming **Your** intentions and return **Your Certificate Of Motor Insurance**.

Outside of 14 days

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** should contact **AAIS** and return **Your** current **Certificate Of Motor Insurance**. It is important to remember that cancelling **Your** direct debit does not cancel **Your** policy.

Provided that no claim has occurred during the current **Period of Insurance** **AAIS** will calculate the premium for the period that **You** have been insured and refund any balance. Depending on **Your Insurer**, the refund will either be a percentage of the premium calculated on a pro rata basis equivalent to the period of cover left unused or calculated in accordance with the **Insurer's** published scales, which are available on request.

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

This refund will be subject to a cancellation charge of £50. There may also be a fee of up to £50 applied by **Your Insurer**. This amount will vary depending on **Your Insurer**. If **You** want to know the charge and exact refund due before cancelling please ask **AAIS**.

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**.

AAIS (Instalment defaults)

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.

The Insurer or AAIS (excluding instalment default cancellations)

The **Insurer** or **AAIS** may cancel this insurance if there are serious grounds to do so such as non-payment, failure to supply requested validation documentation (proof of **No Claim Discount**, Driving Licence, Security certificate etc) or **You** have provided **Your Insurer** or **AAIS** with incorrect information and **You** have failed to provide a remedy. **Your Insurer** or **AAIS** will send, at least 7 days written notice to **Your** last known address and provided that:

- (i) **Your Motorcycle** has not been subject to a total loss claim (i.e. written off or stolen);
- (ii) there has not been a fault claim made against the policy;
- (iii) cancellation is not due to a false declaration or fraud; and
- (iv) all instalment payments are fully up to date

then a full pro rata premium refund from the date of cancellation will be paid to **You** (but no refund of any **AAIS** fees will be made). If **You** pay **Your** premium by instalments **You** authorise **AAIS** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAIS**. Any residual balance of return premium remaining after these deductions will be paid to **You**.

If **AAIS** becomes insolvent then the **Insurer** may either, at its option (1) appoint an administrator to take over the **AAIS** role of collecting premium from **You** and passing such premium to the **Insurer**, or (2) cancel this policy upon 30 days notice and give **You** a refund of any premium from the **Insurer** paid in respect of the unexpired period left on the policy. In the latter case, the **Insurer** may contact **You** to offer **You** a replacement policy directly with the **Insurer**. The **Insurer** shall ensure that the offer of a replacement policy is on no worse terms than **Your** existing policy. Purchasing such replacement policy with the **Insurer** shall be optional.

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 **You** or anyone acting for **You**:

1. knowingly makes a fraudulent or exaggerated claim under **Your** policy;
2. knowingly or recklessly makes a false statement in support of a claim (whether or not the claim is itself genuine);
3. knowingly or recklessly submits a false or forged document in support of a claim (whether or not the claim in itself is genuine);
4. makes a claim for any injury, loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion,

We may at **Our** option:

- a) refuse to pay the claim; or
- b) refuse to pay the claim and cancel the policy from the date of the claim or alleged claim, without any refund of premium; or
- c) refuse to pay the claim and declare the policy void, treating it as if it never existed and recover any sums that **We** have already paid under any claim made on this policy and any associated costs incurred by us as a result of the claim; and
- d) inform the police of the circumstances

If **You** deliberately or recklessly provide **Us** with inaccurate or incomplete information at or before the start or renewal of this policy, **We** may void **Your** policy, (treating it as if it never existed since the start or renewal date, as the case may be).

If **You** deliberately or recklessly provide **Us** with inaccurate or incomplete information when amending **Your** policy, **We** may cancel **Your** policy from the date the amendment was due to take place. **We** exchange information with other insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

If you need to complain

AA Insurance Services aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

a) There are several ways you can contact us:

Phone: 0344 209 0556
Email: customersupport@theAA.com
Post: Member Relations
The Automobile Association
Lambert House
Stockport Road
Cheadle
Cheshire SK8 2DY

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways you can contact them:

Phone: 0800 023 4567 or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Post: The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Financial Services Compensation Scheme

Your Insurer is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if **Your Insurer** cannot meet its obligations. This depends on 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 compensation scheme arrangements is available at www.fscs.org.uk, email enquiries@fscs.org.uk, or telephone 0800 678 1100 or 0207 741 4100 or from Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Using your personal information

1.1 The AA Group of companies (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding*) (“we”) will use your personal information for the following purposes**:

- (a) to identify you when you contact us;
- (b) to allow us to give you a quote and assess which payment options we can offer you;
- (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
- (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (f) to help to prevent and detect fraud or loss; and
- (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for such purposes.

*A list of companies forming the AA Group of companies is available from The AA Data Protection Compliance Manager at the address given in point 1.5 below.

**See the AA privacy policy at theAA.com/termsandconditions/privacy_policy.html

1.2. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

1.3. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

1.4. We may check your details with credit reference and fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this and details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may use and search these credit reference and fraud prevention agencies records, for example, to:

- (a) help make decisions about credit related services for you and members of your household including assessing what quote and which payment options we can offer you for particular services;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- (c) trace debtors, recover debt, prevent fraud, and to manage your accounts or insurance policies;
- (d) check your identity to prevent financial crime unless you give us other satisfactory proof of identity; and
- (e) check the details of job applicants and employees.

Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

1.5. If you need details of those credit reference and fraud prevention agencies from which we obtain and with which we may record information about you, please write to The AA Data Protection Compliance Manager at The AA, Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA.

1.6. Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions, and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

Credit Reference Agencies

To assess your insurance application and the terms on which cover may be offered (including the quote and payment methods we are able to offer you), we may obtain information about you from a number of sources, including credit reference agencies, to check your credit status and identity. The credit reference agencies will keep a record of the search; this may be reflected in your credit score.

Insurers: fraud prevention, regulatory etc

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL), the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI) and to other fraud prevention databases. The aim is to help check information provided and also to prevent fraudulent claims. When insurers deal with your request for insurance, they may search these registers. Under the conditions of your policy, you must tell the Insurer about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell the Insurer about an incident, the Insurer will pass information relating to it to the registers.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency ("DVLA"), the Driver and Vehicle Licensing Northern Ireland ("DVLNI"), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including (i) Electronic Vehicle Licensing, (ii) Continuous Insurance Enforcement, (iii) Law Enforcement (prevention, detection, apprehension and/or prosecution of offenders) and (iv) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in a road traffic accident in the UK, the EEA and certain other territories, insurers and/or MIB may search MID to obtain relevant information. Persons (or their representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID. It is vital that MID holds your correct registration. If it is incorrectly shown on MID you are at risk of having your vehicle seized by the Police. You can check that the correct registration number is shown on MID at www.askmid.com. You can find out more about this at www.mib/org.uk. You should show this notice to anyone insured to drive the vehicle covered under the policy.

Insurers may also use your information for the same reasons and in the same ways as we do as referred to in paragraph 1.4 above.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. This is to identify any repeat website visits, fraudulent behaviour or mystery shoppers using our websites.

Call to find out more about:

Insurance

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

Breakdown

- Breakdown Cover
- European Breakdown Cover

Financial Services

- Personal Loans
- Credit Cards
- Savings
- Travel Currency Cards

Other Services

- Driving School
- Maps, Guides and Atlases

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

For any motorcycle policy enquiries please contact:

Motorcycle Insurance, AA Insurance Services, PO Box 2AA, Newcastle upon Tyne NE99 2AA.
Tel: 0344 836 1052.

You may contact us using Text Relay. Information is also available in large print, audio and Braille on request , please call 0800 262 050 for details.