



**Footman
James**

Specialist motorcycle insurance

Please read this insurance policy document carefully to make sure it meets your needs.

Keep this insurance policy document in a safe place.

Arranged by:

Footman James, a trading name of Aon UK Limited

8 Devonshire Square

London

EC2M 4PL

Website: www.footmanjames.co.uk

E-mail: enquiries@footmanjames.co.uk

Authorised and regulated by the Financial Services Authority

Footman James is a trading name of Aon UK Limited, which is authorised and regulated by the Financial Services Authority (FSA) for insurance mediation activities only. Aon UK Limited's FSA registration number is 310451. Aon UK Limited is not the insurer. Any reference to 'we', 'us' and 'our' are to the insurer named on both the schedule and certificate of motor insurance. This is your specialist motorcycle insurance policy document. Read this booklet, the schedule and certificate of motor insurance carefully and keep them in a safe place. If you have any questions about any of your specialist motorcycle insurance documents, contact your insurance broker, Footman James.

Your right to cancel

If this insurance does not meet your needs, you can cancel it by returning all of the documents to Footman James within 14 days of receiving them or within 14 days of the start date of your policy, whichever is later.

If you have not made a claim for a total loss under the policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a return of any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
- £15 plus insurance premium tax; whichever is more.

If you want to cancel your cover after 14 days, the cancellation terms set out in the general conditions of this policy document (see page 20) will apply. You will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Notice to Clients document for details of those charges.

Unless we have agreed otherwise with you, English law will govern this insurance.

Complaints

If you have cause to complain, please phone Footman James on 0843 357 1232 or write to the Managing Director at Footman James. You can find the address on the front page of your policy documents. Footman James will send you details of who will be dealing with your complaint. If you would like a copy of Footman James's complaints procedure, phone 0843 357 1232 or write to the address shown on the front of your policy documents.

If your complaint needs a response from us, Footman James will send us details of your complaint and give you our contact details. If you would like a copy of our complaints procedure, please write to us at the address shown in your certificate of motor insurance. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of motor insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance
Lloyd's Market Services
G6/86
One Lime Street
London
EC3M 7HA.
Phone: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com

If you are not satisfied, you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR.
Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)
Email: complaint.info@financial-ombudsman.org.uk

These actions do not affect your rights to take legal action if necessary.

Specialist motorcycle insurance

Motorcycle insurance

This document is a legally binding contract of insurance between you (the insured) and us (the insurer). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

If this insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we (or they) cannot meet our (or their) liabilities under this insurance. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations you must read the guidance notes with the main text in this document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember - you must tell us about any change in the information you have supplied or any change you want us to make to the document. If you don't, you may not be covered by this insurance.



Data protection notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance.

This notice explains how we may use your details and tells you about the systems and lists we (and others) have in place to detect and prevent fraud. You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain legal or authorised bodies (including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies authorised by law) for purposes including, but not limited to, electronic licensing, continuous insurance enforcement, law enforcement (preventing, detecting, apprehending and prosecuting offenders), providing government services and other services aimed at reducing uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and the MIB may search the MID to get relevant information. People (including their appointed representatives) considering or making a claim after a road traffic accident (including citizens of other countries) can also get relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, there is a risk that your vehicle could be seized by the police. You can check that your correct vehicle details are on the MID by visiting the website at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud we may check your details with national fraud-prevention agencies and databases including Insurance Hunter, Motor Insurance Anti-Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database.

If you give us false or inaccurate information and we identify fraud, we will pass your details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

Please contact us if you would like details of the agencies we use.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

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Guidance notes

The words or phrases shown opposite have the same meaning whenever they appear in this document, the certificate of motor insurance, the schedule and any endorsements.

Definitions

We, us and our

The insurer named on both the schedule and the certificate of motor insurance.

You

The person named as 'the insured' in the schedule and as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

Schedule

The document showing the motorcycle we are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any endorsement that applies. The latest schedule forms part of the contract of motor insurance.

Certificate of motor insurance

A document which is legal evidence of your insurance and forms part of the contract of motor insurance. It must be read with this document.

Your motorcycle

The insured motorcycle, scooter or moped specified in the schedule or described in the current certificate of motor insurance.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

Endorsement

A change in the terms of this insurance. An endorsement replaces the relevant wording in this document and is printed on, or issued with, the most recent schedule.

Excess

An amount you must pay towards the cost of a claim under this insurance.

Period of insurance

The period covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

Insurance mediation activities

Insurance activities regulated under the Financial Services and markets Act 2000 (Regulated Activities) order 2001).

Cover

The cover you have

Your schedule shows you what cover you have. The different types of cover, and the sections that apply to each type of cover, are listed below.

- Comprehensive - all sections apply.
- Third party, fire and theft - section 1, section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- Third party only - sections 1 and 3 apply.
- Fire and theft - only section 2 (except accidental or malicious damage and vandalism) applies. (You can only have this cover if your motorcycle is not being used and is not on a public road or in any other public place.)
- Damage, fire and theft (shown as DFT) - only section 2 applies. (You can only have this cover if your motorcycle is not being used and is not on a public road or in any other public place.)

The general terms, conditions and exceptions apply to all sections of the insurance.

Use

The insurance only covers your vehicle if it is being used in the way specified in your certificate of motor insurance or any endorsement that applies.

The following are not covered.

- Despatch riding, courier services or messenger services.
- Racing, pacemaking, being in any contest or speed trial (apart from road-safety rallies and treasure hunts or if your motorcycle is being used just for display purposes).
- Trial riding apart from where your motorcycle is travelling on a public road or is being used for display purposes.
- Being trackside (in the restricted area or on the track) at a motor racing circuit, unless you have told us about this and we have agreed.
- Any purpose connected with the motor trade, unless this use is described as allowed in your certificate of motor insurance.
- Hiring out your motorcycle in return for money.
- Carrying passengers or goods in return for money.
- Use on any derestricted toll road, including The Nurburgring.

Guidance notes

Our liability under this insurance depends on the cover we have agreed to give you, as long as you have paid all the premium due to date.

Important

The certificate of motor insurance describes what you can use your motorcycle for.

Guidance notes

This section shows the cover provided for claims other people make against you and other insured people for injury to them or damage to their property as a result of incidents involving your motorcycle.

This part covers you to ride someone else's motorcycle, scooter or moped (but only if your certificate of motor insurance allows you to).

This part covers:

- other people riding your motorcycle with your permission (if shown on the certificate of motor insurance); and
- passengers.

The most we will pay for a claim for property damage is £20,000,000 for damage and £5,000,000 for costs.

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Section 1 - Liability to others

Riding your motorcycle

We will insure you for all the amounts you may have to pay for:

- death of or bodily injury to any other person; or
- damage to property;

as a result of any accident you have while you are riding, using or in charge of your motorcycle.

Riding other motorcycles

We will also provide the cover shown above (**only** if this is shown on your certificate of motor insurance) while you are riding any private motorcycle, scooter or moped that you do not own and have not hired under a hire-purchase or leasing agreement, as long as you have owner's permission to ride the motorcycle, scooter or moped. This extension does not cover you to arrange the release of a motorcycle, scooter or moped which has been seized by or on behalf of any government or public authority. (The only motorcycle, scooter or moped you can arrange release of is the actual motorcycle, scooter or moped this policy applies to).

Under this section you are not insured against the following:

- Any loss or damage to the motorcycle, scooter or moped you are riding.
- Any event which happens outside the United Kingdom.
- Any event which happens when this insurance is not in the name of an individual person.
- Any liability if you no longer have possession of your motorcycle, if it has been stolen, or if it has been damaged so much that it is not worth repairing.
- Any liability if any other insurance covers you to ride the motorcycle, scooter or moped.

Other people riding or using your motorcycle

The following people are also insured.

- Any person you allow to ride or use your motorcycle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any person who causes an accident while travelling on or getting on or off your motorcycle, as long as you ask us in writing, after the accident, to cover the person.

Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most we will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs).

If a claim for property damage is made against more than one person covered by this insurance, we will first deal with any claim made against you. If a number of claims are made against you for property damage arising out of any one cause, we may pay you up to £20,000,000, less any amount we have already paid as compensation. When we pay this amount, we will not take any further action connected with settling claims from that one cause. We will pay any legal costs and expenses that have been run up with our permission, up to the time we stop dealing with the claims.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

- solicitor's costs for anyone we insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- costs of up to £2000 for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Business use

If your certificate of motor insurance allows you to use your motorcycle for business use, we will insure your employer or business partner against the events shown above under 'Riding your motorcycle' while you are working for that employer or partner but not while you are using a motorcycle provided by the employer or partner, unless that motorcycle is shown in the schedule.

Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any motorcycle which this insurance covers.

If this is the only payment we make, it will not affect your no-claim bonus.

European Union (EU) compulsory cover

We will provide the minimum insurance needed by the relevant law to allow you to use your motorcycle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in your schedule is automatically included for journeys of up to 35 days within the European Union, Norway or Switzerland (including Liechtenstein). For full details of this cover, and how to get cover in other countries, please see section 3, Foreign use, on page 14.

Guidance notes

We will pay the solicitor's fees for representing or defending anyone we insure.

If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.

We will pay any legal costs and expenses we have agreed to.

This part also covers your employer or business partner while you are using your vehicle for business purposes.

If anyone insured dies, cover will be provided for a legal representative

We will pay the compulsory fee for emergency medical treatment after an accident.

This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

The cover shown in your schedule will automatically apply when you are travelling in the European Union, Norway or Switzerland (including Liechtenstein) for journeys of up to 35 days. (see section 3, Foreign use, for more details).

Guidance notes

Under this section you can tow a trailer. You are only covered for claims made against you not claims you make.

- There is no cover for loss of or damage to the trailer.
- There is no cover for loss of or damage to any property in or on the trailer.
- You must not receive a payment for towing the trailer.
- You must only be towing one trailer.

- The trailer must be properly fastened to your motorcycle.
- The way you are towing the trailer must meet the manufacturer's guidelines and any relevant law.

Towing

Under this section we will insure you while any motorcycle covered by this insurance is towing a trailer.

We will not pay any claim arising from the following.

- Damage to or loss of the towed trailer.
- Damage to or loss of any property being carried in or on the towed trailer.
- A trailer being towed in return for a payment.
- More than one trailer being towed at a time.

We will only provide this cover if:

- the trailer is properly secured to your motorcycle by towing equipment made for that purpose; and
- the method of towing the trailer stays within the manufacturer's recommended towing limits and any other relevant law.

Exceptions to section 1

This section of your insurance does not cover the following.

- Anyone who can claim for the same loss from any other insurance.
- Anyone who does not meet the conditions of their driving licence.
- Loss of or damage to any property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- Death of or injury to any person arising out of, and in the course of, their work for you or any other person claiming under this insurance. This does not apply if we need to provide cover under a relevant law.

Guidance notes

We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- can claim for the same loss from any other insurance;
- does not take all reasonable steps to make sure the rider meets the conditions of their licence;
- is claiming for loss of or damage to any insured motorcycle or property belonging to them; or
- is claiming for death of or injury to any employee during the course of their work other than accidents the Road Traffic Act applies to.

Guidance notes

Under this section we will provide cover when your motorcycle (including any sidecar fitted to it) suffers loss or damage caused by the events shown opposite.

Your motorcycle's accessories or spare parts are also covered, as long as they are permanently attached to your motorcycle.

These are the ways we may settle your claim.

The market value of your motorcycle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the motorcycle in a better condition than it was in before.

Section 2 - Loss of or damage to your motorcycle

This cover only applies to your motorcycle

We will insure your motorcycle (including any sidecar attached to it) against loss or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including your motorcycle bursting into flames), lightning and explosion; or
- theft or attempted theft, or your motorcycle being taken away without your permission.

Accessories and spare parts

Your motorcycle's spare parts and fitted accessories are insured in the same way as long as they are permanently attached to your motorcycle. The cover provided by this section does not include personal belongings (for example, crash helmets, protective clothing, gloves or phones).

The most we will pay for accessories and spare parts is £100.

For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash for you to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any excess shown in the schedule.

The most we will pay will be either:

- the market value of your motorcycle (including its accessories and spare parts) immediately before the loss, up to the value shown in the schedule; or
- the cost of repairing the motorcycle; whichever is less.

We will not pay the cost of any repair or replacement which improves your motorcycle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of the repair or replacement. This contribution would be on top of any excess you have to pay.

Transport after an accident

If your motorcycle cannot be ridden after an accident, we will pay the reasonable cost (where necessary) of taking your motorcycle to the nearest suitable repairer and returning it to your last known address after the repair. Do not try to move the motorcycle if this could increase the damage. If unnecessary damage is caused as a result of you trying to move your motorcycle, we will not pay any extra cost arising from that damage.

Repairs

If your motorcycle is damaged in a way which is covered by this insurance, phone the Motor Insurance Accident Helpline on the number shown in the list of emergency help lines we sent with your insurance documents or contact Footman James.

Write-off (total loss)

If your motorcycle is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the motorcycle), we will offer you an amount as compensation. This insurance for your motorcycle will end when you accept that offer. If we ask, you must return the certificate of motor insurance and the schedule before we pay the compensation. The motorcycle then becomes our property. We may decide to let the insurance continue on a replacement motorcycle.

Storing the motorcycle after it becomes a write-off

If your motorcycle is considered to be a write-off, we may store it in a safe place while we are arranging to pay you.

Financial interest

If the motorcycle is a write-off and it belongs to someone else or is under a hire-purchase or leasing agreement, we will normally pay up to the market value of the motorcycle to the vehicle's legal owner.

Guidance notes

If your motorcycle cannot be ridden after an accident, we will pay the cost of removing it to the nearest repairer.

This section shows you what you have to do if your motorcycle needs repairing after an accident.

If your motorcycle becomes a write-off and we offer you a payment, the insurance will end for that motorcycle when you accept the payment.

The insurance cover can be transferred to a replacement motorcycle if we give our permission.

We may move the motorcycle to a secure place while we are settling your claim.

If the motorcycle is a write-off and it belongs to someone else (including a hire-purchase or leasing company), we may settle the claim directly with them.

Guidance notes

An excess is the amount you must pay towards every claim for loss or damage to your motorcycle.

These extra excesses are added to any other excesses which apply.

Excesses

If an excess is shown for this section in the schedule, you have agreed to pay that amount towards each and every claim for loss or damage.

Extra excesses for young or inexperienced riders

If your motorcycle is damaged while a young or inexperienced person (including you) is riding, you will have to pay an extra excess on top of any other excesses which you may have to pay towards a claim. The extra amount you will have to pay will be shown on your policy schedule.

You will not have to pay the extra excess if the loss or damage is caused by fire or theft.

Exceptions to section 2

This section of your insurance does not cover the following.

- The amount of any excess shown in the schedule or on the insurance documents, or both.
- An amount as compensation for you not being able to use your motorcycle (including the cost of hiring another motorcycle).
- Wear and tear of your motorcycle.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The motorcycle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the motorcycle.
- Damage to tyres, unless caused by an accident to your motorcycle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as set out in the vehicle manufacturer's instructions.
- Any loss or expense due to bad workmanship.
- Accessories and spare parts being stolen, unless your motorcycle is stolen at the same time.
- Loss of or damage to a sidecar unless it is properly attached to the motorcycle by equipment made for this purpose.
- If the motorcycle manufacturer or its agent can't supply a part or accessory from stock in the UK, any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss or damage by someone getting your motorcycle by fraud or deception.
- Loss resulting from the motorcycle being repossessed and returned to its rightful owner.
- Loss of or damage to your motorcycle, its accessories and spare parts or its contents by theft or attempted theft, or by a person taking and riding it without your permission, if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - reasonable precautions have not been taken to protect your motorcycle.
- Loss of or damage to your motorcycle if it has been taken or ridden without your permission by a member of your family or household, unless you report the person to the police for taking your motorcycle without your permission.
- Storage charges following an accident if we are not told about them.
- Loss of or damage to your motorcycle, as a result of it being confiscated, disposed of or destroyed by or under the order of any government, public authority or local authority.
- Loss of keys, remote control or security devices (whether lost or stolen).

Guidance notes

Important - there are certain circumstances which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when no one is looking after your motorcycle. (For example, do not leave the keys in the ignition when paying for petrol, or leave the motorcycle with the engine running.) Also make sure that any immobiliser or alarm system is turned on.

Guidance notes

This section describes the cover available if you take your motorcycle abroad. We will give you free cover if you are travelling to Norway, Switzerland (including Liechtenstein) or a country within the European Union, as long as each trip is for no more than 35 days.

When you want to travel to a country not shown above, you must get our agreement and pay us any extra premium we ask for.

When travelling abroad, you must take your certificate of motor insurance with you.

If your motorcycle suffers any loss or damage that is covered by this insurance and the motorcycle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your motorcycle.

Section 3 - Foreign use

Except where cover is extended below or in Section 1 this insurance only applies in the United Kingdom.

We will automatically provide cover when you visit Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips you can make in any period of insurance, but each trip must be for no more than 35 days. This cover only applies if your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and you return to the UK within 35 days.

If you want to travel to any other country, you must tell Footman James. If we agree to cover you, you must pay us any extra premium we ask for. We will then extend cover as follows.

■ Insurance cover

This insurance is extended to apply to claims arising:

- in any country which we have agreed to provide cover for; and
- while the motorcycle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the motorcycle is being transported by rail or by a recognised sea route for 65 hours or less.

■ Customs duty

If your motorcycle suffers any loss or damage covered by this insurance while it is in any country we have agreed to provide cover for, we will refund any customs duty you have to pay after temporarily importing your motorcycle into any of the countries where you have cover.

General terms

Changing or adding a motorcycle to this insurance

If you change the motorcycle covered by this insurance or get another motorcycle that you want the cover to apply to, you must tell Footman James before the cover can start. They will send you a new cover note or new certificate of motor insurance. You are not insured until they have issued the new cover note or new certificate of motor insurance. They may ask you to return your old certificate of motor insurance. They will confirm any change in premium and send you a new schedule.

Removing a motorcycle or cancelling the insurance

If you do not need the insurance cover any more, the cover will automatically end when you return the certificate of motor insurance to Footman James. You cannot suspend your motorcycle insurance.

Uninsured loss recovery

If you have insurance under which you can recover any losses which are not covered under this insurance (such as your excess), you must tell us about any payments you receive that are connected with any claim under this insurance. You must also tell us about any legal proceedings.

No-claim bonus (Not applicable to classic motorcycle policies)

If you do not make a claim under this insurance, and no claim has been made against you, we will give you a discount on your premium when you renew this insurance. If you make only one claim in any period of insurance, any no-claim bonus you have earned will be reduced at your next renewal as follows:

- From five years or more to three years
- From four years to two years
- From three years to one year
- From two years or one year to no bonus.

If you make two or more claims in any period of insurance, you will lose your no-claim bonus. If this insurance is transferred to a replacement motorcycle after your motorcycle is written off, any no-claim bonus you have will not apply to the replacement motorcycle unless we agree otherwise. Your no-claim bonus cannot be transferred to another person.

Emergency medical treatment

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

Guidance notes

Footman James must be told about, and agree to, any new or extra motorcycle. They will send you a new cover note or new certificate of motor insurance before you are insured to ride the new motorcycle. If there is any change in premium, they will let you know and send you a new schedule.

You must return the certificate of motor insurance to cancel or remove a motorcycle from this insurance

You must tell us about any insurance you have to recover uninsured losses and tell us about any claims which are paid.

We will automatically give you a no-claim bonus each year as long as you do not make a claim under this insurance and no claim is made against you.

This is a 'no-claim bonus' and not a 'no blame bonus'. If you make a claim or an event which is not your fault and we have to make a payment, this will affect your no-claim bonus unless we can recover our expenses from the person responsible for the event. If two or more claims arise in any period of insurance, you will lose any no-claim bonus you have. You cannot transfer your no-claim bonus to someone else.

Claims made just for emergency medical treatment do not affect your no-claim bonus.

Guidance notes

Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to ride also have a valid driving licence and are not disqualified.

The insurance does not cover you for trips outside the European Union, Norway or Switzerland (including Liechtenstein), apart from the minimum cover provided by section 1. This is shown on page 7. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

The insurance does not cover you for trips of more than 35 days outside the UK but in the European Union, Norway or Switzerland (including Liechtenstein) apart from the minimum cover provided by section 1. This is shown on page 7. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

16 Specialist motorcycle insurance

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1 Any liability, loss or damage arising while any motorcycle covered by this insurance is being:
 - used for a purpose which the motorcycle is not insured for;
 - ridden by or in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to ride or who is not allowed to ride under an endorsement;
 - ridden by anyone (including you) who you know is disqualified from driving, has never held a licence or a CBT certificate (if one is needed) to ride the motorcycle or is prevented by law from having a licence (unless they do not need a licence by law);
 - ridden by anyone (including you) who is not keeping to the terms and conditions of their licence;
 - used on any form of race track or circuit, unless you have told us about it and we have agreed;
 - used for any off-road activity, except where the Road Traffic Acts apply;
 - used in any contest, competition, rally or speed trial apart from road-safety rallies and treasure hunts;
 - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed);
 - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
 - used while carrying an unsafe load or more passengers than it is designed to carry.
- 2 Any liability, loss or damage (apart from the minimum cover provided by section 1, as shown on page 7) that happens outside the European Union, Norway or Switzerland (including Liechtenstein) unless you have paid an extra premium to extend your cover outside these countries.
- 3 Any liability, loss or damage (apart from the minimum cover provided by section 1, as shown on page 7) that happens outside the United Kingdom but within the European Union, Norway or Switzerland (including Liechtenstein), unless the journey is for 35 days or less, or we have agreed to extend your cover and you have paid an extra premium.
- 4 Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
- 5 Any liability, loss or damage that is also covered by any other insurance.

General exceptions

- 6 Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power (except where we must provide the minimum cover needed under the relevant law).
- 7 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the United Kingdom (except where we must provide the minimum cover needed under the relevant law);
 - an act of terrorism, as defined in the UK Terrorism Act 2000, unless we must provide the minimum cover needed under the Road Traffic Act;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we must provide the minimum cover needed by law).
- 8 Any proceedings brought against you, or judgment made against you, in any court outside the United Kingdom, unless the proceedings or judgment arise out of your motorcycle being used in a foreign country we have agreed to provide cover in.
- 9 Any liability for loss of or damage to property, death, injury or illness arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, can be identified, is unintended and is unexpected. The whole event must happen at a specific time and place during the period of insurance. We will treat all pollution or contamination arising from one event as having happened at the time of the event.

The insurance does not cover claims arising from pollution or contamination that happens as a result of deliberately releasing substances, or as a result of leaks from your motorcycle because it has not been maintained properly.

This exception does not apply where we must provide the minimum level of cover needed by law.

Guidance notes

If there is a war or similar event, we will provide the minimum amount of cover needed under the relevant law.

Accident, injury, or direct or indirect loss, damage or legal liability as a result of the causes listed opposite are not covered.

We will not cover proceedings brought against you, or judgments made against you, in any court abroad unless we have agreed to extend this insurance to cover that country.

We will cover losses caused by pollution or contamination in certain circumstances.

Guidance Notes

This part describes certain responsibilities and procedures.

The insurance only covers people who meet these conditions. All the information you gave us in your proposal form or your declaration or statement of insurance (which this contract is based on) must be true and complete.

We will not pay a claim which is false, fraudulent or exaggerated, or is supported by false or stolen documents.

You must report accidents and losses to us.

- Report any incident to us as soon as possible.
- Immediately tell us about any court proceedings, inquest or inquiry.

No-one should admit any liability or negotiate any claim without our written permission.

You must keep your motorcycle in an efficient and roadworthy condition and protect it from loss or damage.

18 Specialist motorcycle insurance

General conditions

- 1 We will provide the cover described in this insurance document only if:
 - anyone making a claim has met all the conditions in this document; and
 - the information you gave on your proposal form and declaration or statement of insurance is, as far as you know, correct and complete.
- 2 Your premium is based on the information you supplied at the start of the insurance and the information you supply each time it is renewed. If you have failed to give us complete and accurate information at the start of the insurance or when you renew it, this could lead to your claim being refused or the insurance not covering you.
- 3 If you or anyone acting for you:
 - make a claim which you or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;we will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident you must give us full details, in writing, as soon as possible. You must also give us any information and help that we ask for.
- 5 You must immediately send us every communication about a claim (including any letter, writ or summons) without answering or responding to it. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must not admit to, negotiate on or refuse any claim unless you have permission from us.

- 6 You must take all reasonable steps to protect your motorcycle from loss or damage and to maintain it in an efficient and roadworthy condition.

We can examine your motorcycle at any reasonable time.

- 7 We can:
- take over, conduct, defend or settle any claim; and
 - take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.
- We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.
- 8 If we accept your claim, but you and we disagree with the amount due to you, the matter may be passed to an arbitrator we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 9 We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we would also send notice to the Department of Environment, Northern Ireland.) If you have not made a claim, will not be making a claim, and have not gone over any mileage limit, we will refund the part of your premium that applies to the remaining period of the insurance. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges. Under the Road Traffic Act you must return your certificate of motor insurance when this insurance is cancelled.
- 10 If you have agreed to pay your premium by instalments, we or Footman James can cancel your policy if you do not pay an instalment when it is due. Before this happens you will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If you do not pay the overdue instalment within the time set out in the notice, we or Footman James may cancel your insurance by sending seven day's notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we would also send notice to the Department of Environment, Northern Ireland.) If you have not made a claim, will not be making a claim, and have not gone over any mileage limit, we will work out the refund due in line with the table shown under condition 11 on page 20. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges. Under the Road Traffic Act you must return your certificate of motor insurance when this insurance is cancelled.

Guidance notes

Once you have asked us to deal with a claim under this insurance, we have the right to negotiate the claim as we see fit.

When we accept a claim, if we disagree with you over the amount we will pay, the matter may be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We or Footman James may cancel the insurance by sending you seven days' notice by recorded delivery. If we or they do this, you are entitled to a refund of part of your premium.

Guidance notes

You may cancel this insurance by returning your certificate of motor insurance. If you have not made a claim you may be entitled to a refund.

If you cancel within 14 days of receiving your documents, and have not made a claim for a total loss you will be entitled to a refund as explained on the inside front cover.

We may recover our expenses if we have to pay a claim that the insurance would not normally cover.

You must tell the police if your motorcycle is stolen.

- 11 You may cancel this insurance at any time by phoning or writing to Footman James. You must return your certificate of motor insurance. If you cancel within 14 days of receiving this document and you have not made a claim for a total loss, you will receive a refund as explained on the inside front cover. If you cancel after this period and have not made a claim, will not be making a claim, and have not gone over any mileage limit, we will work out the refund due in line with the table below. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges. Under the Road Traffic Act you must return your certificate of motor insurance when this insurance is cancelled. If you have made a claim or have gone over your mileage limit we will not give you a refund.

Period you have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over six months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

- 12 If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
- 13 If your motorcycle is stolen, you must tell the police as soon as possible.
- 14 If you make any changes to this policy, or cancel it, Footman James may charge you an administration fee. Details of Footman James's fees and charges are given in the Footman James Notice to Clients' document.

Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have happened since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, ask Footman James. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the things you should tell us about.

- A change of motorcycle (including extra motorcycles).
- All changes made to your motorcycle if these make it different from the manufacturer's standard specification (whether the changes are to the motorcycle's engine or bodywork).
- A change of address.
- You or any rider changing job (including any part-time work, a change in the type of business or having no work).
- A change in the purpose your motorcycle is used for.
- There being a different main user of the motorcycle.
- Details of any person who is not on the certificate of motor insurance, or is prevented from riding by an endorsement, and who you now want to be able to ride your motorcycle.
- Details of any motoring convictions of any person allowed to ride or of any future prosecutions for any motoring offence (other than parking).
- Details of any accident or loss (whether or not you make a claim) that involves your motorcycle or happens while you are riding anyone else's motorcycle.
- You, or any other person allowed to ride your motorcycle, not telling the DVLA (Driver and Vehicle Licensing Agency) about a medical condition which, by law, must be reported to them.

Limited mileage

If this insurance sets a limit on your mileage, you must not ride more than the number of miles agreed. If you do, this could result in us refusing your claim or the insurance not covering you.

You should tell Footman James if you think you will travel more miles than you originally agreed.

Guidance notes

You have a duty to let us have full details of any change which affects your insurance.

You should keep a written record (including copies of letters) of any information you give us or Footman James.

You should tell us about the changes shown opposite.

Important- you must immediately tell Footman James about any accident.

If your mileage is limited to a certain amount each year, you must not go over that amount. If you do, your insurance may not cover you.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsements

Important - these endorsements form part of the insurance contract if they are shown in your schedule.

An endorsement only applies if the endorsement's number is shown on your policy schedule. Details of all endorsements are either shown on the following pages or supplied with your schedule.

If, in the schedule, an endorsement number is followed by an amount, the specified endorsement will be limited to that amount shown.

If an endorsement number is followed by a motorcycle registration number, the specified endorsement will apply only to the motorcycle which has that registration number.

If an endorsement number is followed by a person's name, or a type of person, the specified endorsement applies only to that person or type of person.

Your insurance will not cover you for any liability, loss or damage if you have not kept to the terms and conditions of any endorsement that applies to your insurance.

Endorsement number 02 - Excess

For any claim under section 2, you must pay the first amount shown against this endorsement number on the schedule.

The amount shown is on top of any other excess or amount you may have to pay under this insurance.

Endorsement number 04 - Extra excess for young or inexperienced drivers

For any claim under section 2, if your motorcycle is damaged while a young or inexperienced person (including you) is riding, you will have to pay an extra excess on top of any other excess which you may have to pay towards a claim. The extra amount you will have to pay will be shown against this endorsement number on your policy schedule.

Endorsement number 21 - Agreed value

If your motorcycle is lost or totally destroyed, we will pay you up to the amount shown against this endorsement number in the schedule, less any excess that applies.

Endorsement number 22 - Mileage

During any one period of insurance you must not ride the insured motorcycle more than the number of miles shown against this endorsement number on the schedule.

If this insurance covers more than one motorcycle, during any one period of insurance the total mileage of all motorcycles must not be more than the amount shown against this endorsement number on the schedule.

You must tell Footman James the current recorded mileage at the start of the insurance and at each renewal date. If your mileage for the year is more than the amount shown against this endorsement number on the schedule, we may not provide further cover under this insurance.

Endorsements

Endorsement number 23 - Club Membership

The policy is issued on the condition that you are a member of an agreed motorcycle club. You must maintain your membership with the agreed motorcycle club and provide confirmation of this at each policy renewal.

Endorsement number 25 - Garage clause

You have agreed that you will keep your motorcycle in a locked garage or building (at an address you gave us) when it is not being used. We will not pay a claim under section 2 for any theft or malicious damage that happens between 10pm and 6am if your motorcycle is parked at or near your home or the garage address and is not in a locked garage or building.

Endorsement number 79 - Personal belongings

If you are making a claim under section 2, we will also pay up to £750 for any protective motorcycle clothing, boots, gloves or helmets that are in or on your motorcycle and are:

- lost or damaged as a result of an accident, fire or theft of your motorcycle; or
- damaged as a result of an attempted theft of your motorcycle.

We will pay the cost of replacing the lost or damaged item with a new item if you provide us with the damaged item itself, photographic evidence of the lost or damaged item or a receipt for the lost or damaged item. We will not pay the first £25 of any claim under this endorsement and will not pay for any loss or damage unless you are also making a claim for loss of or damage to your motorcycle.

Exceptions to endorsement number 79 - Personal belongings

This personal belongings cover does not apply to the following:

- Loss of or damage to clothing and personal belongings if you are not making a claim for your motorcycle at the same time
- Clothing and personal belongings that are not directly connected with motorcycling or are not necessary for motorcycling
- Claims where you have not taken all reasonable steps to protect your clothing or personal belongings from loss or damage. (If you leave them with your motorcycle when you are not around, you must either store them in a locked top box or pannier box that is permanently fitted to the motorcycle, or securely attach them to the motorcycle using a lockable security device)
- Goods or samples connected with your work
- Property insured under any other contract

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Guidance notes

An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

Endorsements

Endorsement number 81 - Anti-theft device

Under section 2 of this document (Loss of or damage to your motorcycle), we will not pay out for any theft or attempted theft unless your motorcycle is fitted with an anti-theft device that you have disclosed as fitted. This device must be on when you (or another authorised person) are not with your motorcycle.

Endorsement number 82 – Driving under the influence of alcohol or drugs

You will not be covered for any claim under section 2 of your insurance for loss of or damage to your motorcycle if it is being ridden by anyone (including you) who is under the influence of alcohol or drugs.

Endorsement number 87 - Protected no-claim bonus

You will be able to make two claims within five years without your no-claim bonus being reduced. The third claim within five years will reduce your no-claim bonus at the next renewal. You will have to pay an extra premium for this endorsement.