



Specialist Motorcycle Insurance Policy Wording

FJ/PB/SMI/14/07/2020/V1111



UNDERWRITTEN BY
AGEAS INSURANCE LIMITED





Important Contact Information

If you wish to make changes to or amend your cover please contact Footman James as soon as possible.

Call: 0333 207 6000

Email: enquiries@footmanjames.co.uk

Website: www.footmanjames.co.uk

Write: Footman James
Castlegate House
Castlegate Way
Dudley
West Midlands, DY1 4TA

Emergency Telephone Numbers

Motor Insurance Incident

To make a claim call our 24 hours claims helpline number
0333 207 6190



Specialist Motorcycle Insurance

This policy is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

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 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 within 14 days of receiving **Your** documents 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 will apply. **You** will also have to pay any cancellation charges made by Footman James. Please see Footman James' documents for details of those charges. Please note that after 14 days, FJ+ Covers (Section 7) cannot be cancelled independently of the **Main Insurance Policy** and **You** are unable to reduce **Your** cover mid-term. If **You** wish to upgrade **Your** FJ+ covers mid-term and there is an upgrade option available, **You** will need to pay the full difference in premium plus Footman James' administration fee. 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 0333 207 6101 or write to the Director at Footman James. Footman James will send **You** details of who will be dealing with **Your** complaint. If **You** would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below.

Footman James, Castlegate House,
Castlegate Way, Dudley. DY1 4TA

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 **You** are still not satisfied after receiving a final decision, or if **We** have not issued **Our** final response within eight weeks from **You** first raising the complaint, **You** may be able to refer **Your** complaint within 6 months to the Financial Ombudsman Service. To refer **Your** complaint, please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

Web: www.financial-ombudsman.org.uk

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

Specialist 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 rights to enforce any part of this contract. **You** must make sure that all of the information **You** have provided in the proposal form, over the phone, in claim forms and in other documents is true, complete and accurate. If **You** provide incomplete, false or misleading information, **Your** insurance may not be valid. This may mean that **We** do not pay all or part of any claim, cancel **Your** policy or treat **Your** policy as if it never existed. **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 loss, damage or injury that happens during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium.

Financial Services Compensation Scheme

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** 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, PO Box 300, Mitcheldean, GL17 1DY.

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 Motorcycle** could be seized by the police. **You** can check that **Your** correct motorcycle details are on the MID by visiting the website at www.askmid.com. **You** should show this notice to anyone insured to ride the motorcycle covered under the policy.

Fair Processing Notice

All references to WE, US and OUR are to Footman James and Towergate as the Data Controller

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are we?

Footman James, a trading name of Towergate Underwriting Group Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on

the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within The Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and

administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We may also share your data with other companies who carry out market research on our behalf and who may contact you for the purposes of obtaining feedback on the products and services we offer.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by

law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/>.

Ageas Insurance Limited also have a privacy policy, please take time to visit their website for full information.



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Definitions

Accessories & Spare Parts

Items which are for **Your Motorcycle** only and are in or attached to **Your Motorcycle**, or in **Your** home, or **Private Garage**, at the time of the loss or damage.

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.

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.

Main Insurance Policy

The motor insurance policy issued by Footman James.

Partner

Your husband, wife, civil partner or person with whom **You** have a relationship with as if married and who is living at the same address as **You**. This does not include any business partners or associates unless **You** also have a relationship with them as described above.

Period of Insurance

The period covered by this insurance (as shown in the **Schedule**) and any further period **We** accept **Your** premium for.

Private Garage

A garage located at **Your** home address, or any other garage that **You** own or rent.

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.

United Kingdom

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

We, Us and Our

Ageas Insurance Limited.

You, Your

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.

Young or Inexperienced Riders

Riders aged under 25 years.

Your Motorcycle

The insured motorcycle, scooter or moped specified in the **Schedule** or described in the current **Certificate of Motor Insurance**.

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 - Section 1 and Section 2 apply. FJ+ Covers (Section 3) and FJ+ Additional Products only apply if they are listed on **Your** policy **Schedule**.
- Third party, fire and theft (shown as TPFT) - Section 1 and Section 2 (except accidental or malicious damage and vandalism) apply. FJ+ Covers (Section 3) and FJ+ Additional Products only apply if they are listed on **Your** policy **Schedule**.
- Third party only (shown as TPO) - Section 1 applies. FJ+ Covers (Section 3) and FJ+ Additional Products only apply if they are listed on **Your** policy **Schedule**.

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

Use

The insurance only covers Your Motorcycle 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:

- Dispatch 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.

Section 1 - Liability to others

Riding your motorcycle

We will insure **You** for all the amounts **You** may be legally liable to pay for:

- death of or injury to another person; or
- damage to property;

as a result of any accident **You** have while **You** are riding, using or in charge of **Your Motorcycle**.

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.

Static Display

We will provide cover when **Your Motorcycle** is part of a static display (where it is parked and not being ridden).

Rallies

We will provide cover when **Your Motorcycle** is being used in connection with local, national or international rallies organised by owners' clubs which are recognised by the Driver and Licensing Agency (DVLA). This cover does not apply to any rally that includes racing, pacemaking, or being in any contest or speed trial.

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;
- unlimited costs for legal services to defend anyone **We** insure against any prosecution arising from any death; and
- all other legal costs and expenses **We** agree to.

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 business partner but not while **You** are using a motorcycle provided by the employer or business 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 Claims Discount.

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.

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

We will not pay the cost of any repair or replacement which improves **Your Motorcycle** to a better condition than it was 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.

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** immediately before the loss, this could be more or less than the value shown in the **Schedule** and **You** may have to pay an additional premium if the amount paid out is more than the amount **You** have stated the vehicle is worth; 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** to a better condition than it was 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 cost 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 damage is caused as a result of **You** trying to move **Your Motorcycle**, **We** will not pay any extra cost arising from that damage.

Registration Plates

We will pay the cost of replacing the registration plates fitted to **Your Motorcycle** in the same style as the plates fitted before the loss or damage happened.

Repairs

If **Your Motorcycle** is damaged in a way which is covered by this insurance, phone the Motor Insurance Incident Helpline on the number shown in Important Contact Information and in the list of emergency helplines Helpline on the number shown in the list of emergency help lines **We** sent with **Your** insurance documents or contact Footman James.

Total Loss

If **Your Motorcycle** is considered to be a total loss (that is if the damage to the vehicle is so severe it would be unsafe to allow back on the road, or beyond economical repair), **We** will offer **You** a settlement amount. 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 settlement amount. The motorcycle then becomes **Our** property. **We** will let the insurance continue on a replacement **Motorcycle** as long as the details of **Your** new **Motorcycle** are acceptable.

Storing the motorcycle after it becomes a total loss

If **Your Motorcycle** is considered to be a total loss, **We** may store it in a safe place while **We** are arranging to pay **You**.

Financial interest

If the motorcycle is a total loss and it belongs to someone else or is under a hire-purchase or leasing agreement, **We** will normally pay the market value of the **Motorcycle** to the vehicle's legal owner.

New Motorcycle Benefit

If **Your Motorcycle** is stolen and not recovered or is damaged and the cost involved in the repair will be more than 70% of the purchase price (including motorcycle tax and VAT) at the time of the loss or damage **We** will replace **Your Motorcycle** with a new motorcycle of the same make and model.

We will only do this if the motorcycle is less than 6 months old from the date of first registration as new in **Your** name and a replacement motorcycle is available. **We** will only replace **Your Motorcycle** if **You** and any other known interested parties agree. The motorcycle being replaced will then become **Our** property.

If **We** cannot obtain a replacement motorcycle of the same make and model **We** will pay **You** the purchase value of **Your Motorcycle** and it's fitted Accessories and Spare Parts at the time of the loss or damage.

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 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).
- Loss of or damage to **Your Motorcycle** caused by, or as a result of mis-fuelling.



Section 3 - FJ+ Covers

Riding Other Classics

(Your Schedule will confirm if this cover is in force)

We will also provide the cover shown above (only if this is shown in **Your Certificate of Motor Insurance**), while **You** are riding any private motorcycle, scooter or moped that is aged more than 20 years old, that **You** do not own and have not hired under a hire-purchase or leasing agreement, as long as **You** have the owner's permission to ride the motorcycle, scooter or moped. This extension only applies to the policyholder and not additional riders named on the policy. 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 the 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.

Ride to Work

(Your Schedule will confirm if this cover is in force)

This policy covers **You** and any named riders for journeys to and from a permanent place of work. This policy does not cover **You** or any named riders for journeys to multiple places of work (Business Use).

Agreed Value

(Your Schedule will confirm if this cover is in force)

If **Your Motorcycle** is lost or totally destroyed, and the value of **Your Motorcycle** has been agreed (only if this is shown on **Your Schedule**), We will pay **You** the amount shown on **Your policy Schedule** upon settlement of the relevant claim regardless of the market value at the time of the loss. Restoration costs cannot be included and the **motorcycle** must be complete. The **Main Insurance Policy Excess** applies.

Shows & Events

(Your Schedule will confirm if this cover is in force)

This policy covers **You** to take part in rallies, shows and events as long as there is no racing, pacemaking, speed-testing or time trials involved and the **Motorcycle** is not used for hire and reward. **We** will also cover **You** to take part in charity events, providing that **You** are not being paid to attend and will not make a profit from attending, excluding money raised by the event for the charity. There is no cover for stages that take place off public roads, hill climbs, driving tests, trials, non-club organised regularity/ navigational rallies or track/test days.

European Motoring

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Motorcycle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, 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** and **Your Motorcycle** 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 and other charges

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.

European Motoring 90

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Motorcycle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, 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 90 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** and **Your Motorcycle** return to the UK within 90 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 and other charges

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.

European Motoring 180

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Motorcycle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. Each trip must be for no more than 180 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** and **Your Motorcycle** return to the UK within 180 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 and other charges

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.

Spare Parts

(**Your Schedule** will confirm if this cover is in force)

Your Motorcycle's spare parts and fitted accessories are insured up to £100 against loss and/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** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Motorcycle** and to fitted accessories which are kept in or on **Your Motorcycle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

The cover provided by Spare Parts does not include personal belongings (for example, crash helmets, protective clothing, gloves or phones).

To make a claim for the above You must:

- Keep **Your** spare parts and motorcycle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Motorcycle**.

For a claim under Spare Parts 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** Spare Parts and Accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the Spare Parts and Accessories;

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 it was in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Spare Parts 2

(**Your Schedule** will confirm if this cover is in force)

Your Motorcycle's spare parts and fitted accessories are insured up to £2000 against loss and/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** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Motorcycle** and to fitted accessories which are kept in or on **Your Motorcycle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about. The cover provided by Spare Parts does not include personal belongings (for example, crash helmets, protective clothing, gloves or phones).

To make a claim for the above You must:

- Keep **Your** spare parts and motorcycle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Motorcycle**.

This cover is also provided in the same way for Spare Parts and Accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts 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 Spare Parts and Accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the Spare Parts and Accessories;

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 it was in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess You** have to pay.

Spare Parts 5

(**Your Schedule** will confirm if this cover is in force)

Your Motorcycle's spare parts and fitted accessories are insured up to £5000 against loss and/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** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Motorcycle** and to fitted accessories which are kept in or on **Your Motorcycle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about. The cover provided by Spare Parts does not include personal belongings (for example, crash helmets, protective clothing, gloves or phones).

To make a claim for the above **You** must:

- Keep **Your** spare parts and motorcycle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Motorcycle**.

This cover is also provided in the same way for Spare Parts and Accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts **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 Spare Parts and Accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the Spare Parts and Accessories;

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 it was in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Spare Parts 10

(**Your Schedule** will confirm if this cover is in force)

Your Motorcycle's spare parts and fitted accessories are insured up to £10,000 against loss and/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** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Motorcycle** and to fitted accessories which are kept in or on **Your Motorcycle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about. The cover provided by Spare Parts does not include personal belongings (for example, crash helmets, protective clothing, gloves or phones).

To make a claim for the above You must:

- Keep **Your** spare parts and motorcycle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Motorcycle**.

This cover is also provided in the same way for Spare Parts and Accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts 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 Spare Parts and Accessories immediately before the loss, up to the cover limits; or
 - The cost of repairing the Spare Parts and Accessories;
- 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 it was in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess You** have to pay.

Helmets & Leathers

(**Your Schedule** will confirm if this cover is in force)

We will provide cover for Helmets & Leathers (including protective motorcycle clothing, boots, gloves or helmets that are in or on **Your Motorcycle**) up to £750. **We** will pay the cost of replacing the lost or damaged item with a new item if **You** have provided **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.

Cover is provided for Helmets & Leathers, including protective motorcycle clothing, boots, gloves or helmets that are in or on **Your Motorcycle** that 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**.

Exclusions:

This Helmets & Leathers cover does not apply to the following:

- Loss of or damage to clothing and personal belongings if the damage is not the result of a road traffic accident, fire, theft or attempted theft involving the motorcycle.
- 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.

Helmets & Leathers 2

(**Your Schedule** will confirm if this cover is in force)

We will provide cover for Helmets & Leathers (including protective motorcycle clothing, boots, gloves or helmets that are in or on **Your Motorcycle**) up to £2000. **We** will pay the cost of replacing the lost or damaged item with a new item if **You** have provided **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.

Cover is provided for Helmets & Leathers, including protective motorcycle clothing, boots, gloves or helmets that are in or on **Your Motorcycle** that 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**.

Exclusions:

This Helmets & Leathers cover does not apply to the following:

- Loss of or damage to clothing and personal belongings if the damage is not the result of a road traffic accident, fire, theft or attempted theft involving the motorcycle.
- 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.

Salvage Retention

(**Your Schedule** will confirm if this cover is in force)

Under Section 2 – Loss of or damage to **Your Motorcycle**, if **Your Motorcycle** is considered a total loss, **You** may have the option to retain the salvage of the insured **Motorcycle**. This option is offered at the time of the loss. This will be salvage category dependent:

- Category A - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The vehicle must be crushed in its entirety. The salvage cannot be retained in this circumstance.
- Category B - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The shell, frame and chassis must be crushed. Usable parts can be recycled by a salvage disposer. The salvage cannot be retained in this circumstance.
- Category S - The vehicle has sustained damage to any part of the structural frame or chassis therefore the insurer has decided not to repair the vehicle. The salvage can be retained in this circumstance.
- Category N - The vehicle has not sustained damage to the structural frame or chassis and the insurer has decided not to repair the vehicle. There maybe some safety items that require replacement. The salvage can be retained in this circumstance.

The cost of the salvage is deducted from the payment made to **You** (if applicable) upon settlement of the claim.

Nil Deduction Salvage Retention

(**Your Schedule** will confirm if this cover is in force)

Under Section 2 – Loss of or damage to **Your Motorcycle**, if **Your Motorcycle** is considered a total loss, **You** may have the option to retain the salvage of the insured **Motorcycle** deduction free (only if this is shown on **Your Schedule** of insurance). This cover is only available for **Motorcycle** up to a value of £50,000. This will be salvage category dependent:

- Category A - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The vehicle must be crushed in its entirety. The salvage cannot be retained in this circumstance.
- Category B - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The shell, frame and chassis must be crushed. Usable parts can be recycled by a salvage disposer. The salvage cannot be retained in this circumstance.
- Category S - The vehicle has sustained damage to any part of the structural frame or chassis therefore the insurer has decided not to repair the vehicle. The salvage can be retained in this circumstance.
- Category N - The vehicle has not sustained damage to the structural frame or chassis and the insurer has decided not to repair the vehicle. There maybe some safety items that require replacement. The salvage can be retained in this circumstance.

Nil Deduction Salvage Retention 100

(Your Schedule will confirm if this cover is in force)

Under Section 2 – Loss of or damage to **Your Motorcycle**, if **Your Motorcycle** is considered a total loss, **You** may have the option to retain the salvage of the insured **Motorcycle** deduction free (only if this is shown on **Your Schedule** of insurance). This cover is only available for **Motorcycle** up to a value of £100,000. This will be salvage category dependent:

- Category A - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The vehicle must be crushed in its entirety. The salvage cannot be retained in this circumstance.
- Category B - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The shell, frame and chassis must be crushed. Usable parts can be recycled by a salvage disposer. The salvage cannot be retained in this circumstance.
- Category S - The vehicle has sustained damage to any part of the structural frame or chassis therefore the insurer has decided not to repair the vehicle. The salvage can be retained in this circumstance.
- Category N - The vehicle has not sustained damage to the structural frame or chassis and the insurer has decided not to repair the vehicle. There maybe some safety items that require replacement. The salvage can be retained in this circumstance.

Track Day 1

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Motorcycle** for accidental damage, fire and theft, whilst **You** are participating in one Track Day in a policy year, at a Motor Sports Association (MSA), Auto Cycle Union (ACU) or Scottish Auto Cycle Union (SACU) approved track that has its own Public Liability insurance in place. Cover is provided for UK Track Days only. **You** must be at least 30 years old and have previous track experience. There is no cover for competition either against other participants or against the clock. **You** are not covered for liability to other participants. No cover is provided for events not properly organised by a Club or Track Day Organiser. No cover is provided for damage to the engine, gearbox and transmission following mechanical or electrical breakdown or failure. There is no cover for stages that take place off public roads, hill climbs, driving tests, trials, non-club organised regularity/navigational rallies or track/test days.

The Excess applicable to Track Day 1 is increased to:

- 10% of the motorcycle's value; or
- 20% of the motorcycle's value (if **You** have previously had a claim on a Track); or
- £1500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50,000

Track Day 3

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Motorcycle** for accidental damage, fire and theft, whilst **You** are participating in three Track Days in a policy year, at a Motor Sports Association (MSA), Auto Cycle Union (ACU) or Scottish Auto Cycle Union (SACU) approved track that has its own Public Liability insurance in place. Cover is provided for UK Track Days only. **You** must be at least 30 years old and have previous track experience. There is no cover for competition either against other participants or against the clock. No cover is provided for events not properly organised by a Club or Track Day Organiser. **You** are not covered for liability to other participants. No cover is provided for damage to the engine, gearbox and transmission following mechanical or electrical breakdown or failure. There is no cover for stages that take place off public roads, hill climbs, driving tests, trials, non-club organised regularity/navigational rallies or track/test days.

The Excess applicable to Track Day 3 is increased to:

- 10% of the vehicle's value; or
- 20% of the vehicle's value (if **You** have previously had a claim on a Track); or
- £1500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50,000

Wedding Hire 2

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Motorcycle** while it is being used to carry fare-paying passengers in connection with two weddings in a policy year, as long as the wedding was booked beforehand.

Wedding Hire 5

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Motorcycle** while it is being used to carry fare-paying passengers in connection with five weddings in a policy year, as long as the wedding was booked beforehand.

Wedding Hire 10

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Motorcycle** while it is being used to carry fare-paying passengers in connection with ten weddings in a policy year, as long as the wedding was booked beforehand.

No Claims Discount

If this is a yearly contract, and you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, we will give you a discount on your renewal premium.

No Claims Discount between 1 and 4 Years - If you make only one claim in any period of insurance, any No Claims Discount which you have earned will be reduced at your next renewal, as shown in the following table.

Protected No Claims Discount 5+ Years – If you have 5 or more years No Claims Discount, you qualify for Protected No Claims Discount at no additional cost. No Claims Discount protection allows you to make two claims before your number of No Claims Discount years fall. Please see the following table for details.

	No Claims Discount at next renewal date without NCD protection				
Current number of years No Claims Discount	1 claim in the next 12 months		2 or more claims in the next 12 months		
1 year	0 years		0 years		
2 years	0 years		0 years		
3 years	1 year		0 years		
4 years	2 years		0 years		
	No Claims Discount at next renewal date with NCD protection				
Current number of years No Claims Discount	1 claim in any 5 Year period	2 claims in any 5 Year period	3 claims in any 5 Year period	4 claims in any 5 Year period	More than 4 claims in any 5 Year period
5+ years - Protected	5+ years - Protected	5+ years - Protected	3 years	1 year	0 years

Following a total loss, if the insurance is transferred to a replacement motorcycle, the No Claims Discount will not apply to that motorcycle unless we agree otherwise.

Your No Claims Discount cannot be transferred to another person.

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

Claims under certain sections of your policy may not impact NCD. This will be stated under the relevant section.

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 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 end when you tell Footman James.

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.

Emergency medical treatment

Any payments **We** make for emergency medical treatment will not affect **Your** No Claims Discount.

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) that happens outside the European Union, Iceland, 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 3) that happens outside the United Kingdom but within the European Union, Iceland, 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.
- 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.

General Conditions and Cancellation Terms

- 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 or statement of insurance and declaration 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** true, complete and accurate information, 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 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:
 - takeover, 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** 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 (except for any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 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 days' notice, by recorded delivery, to **Your** last known address. 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 Short Period rates table shown below.

If **You** are in **Your** second year, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

- 11** **You** may cancel this insurance at any time by phoning or writing to Footman James. 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 in Your Right To Cancel. If **You** cancel after this period and are within the first year of **Your** policy, **We** will work out the refund due in line with the Short Period Rates table shown below. If **You** cancel **Your** policy in the second, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10. Footman James will charge a

cancellation fee. Please see Footman James' documents for details of those charges. If **You** have made a claim, will be making a claim or have gone over **Your** mileage limit **We** will not give **You** a refund.

- 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 a claim for any liability, loss or damage that is also covered by any other insurance, **We** will only pay **Our** share of the claim. This condition does not apply to personal accident benefits, as described in Section 4 and as shown otherwise in the first exception to Section 1.
- 15** If **You** make any changes to this policy, or cancel it, Footman James, may charge **You** an administration fee. Details of Footman James' fees and charges are given in Footman James' documents.

Cancellation Terms - Short Period rates within First Policy year

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 6 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

Cancellation Terms - Second Policy year onwards

Pro-rata return of any premium you have paid less a charge for the number of days you have had cover for, plus Insurance Premium Tax

Important notice and changes to your information

You must tell **Us** as soon as possible about any changes to the information **You** have provided. 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.

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 Riders

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 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.

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, the address of which **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 within a mile radius of **Your** home, or the garage address, and is not in a locked garage.

Endorsement number 39 - Owner

The person named against this Endorsement number owns the vehicle.

Endorsement number 81 - Anti-theft device

Under Section 2 of this document (Loss of or damage to **Your Motorcycle**), **We** will not pay out form 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, at the time of the accident, is found to have a higher level of alcohol or drugs in their body than is allowed by law.



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