

HELPFUL INFORMATION IF YOU NEED TO ALTER YOUR MOTORCYCLE INSURANCE

CHANGE OF MOTORCYCLE

Please notify Your insurance advisor as soon as possible if You change Your Motorcycle, including details of any security system fitted to the motorcycle and any alterations to the manufacturer's standard specification. You will need to return Your Certificate of Motorcycle Insurance so that it can be replaced to show the registration number of Your new motorcycle effective from the date of the change.

CHANGE OF ADDRESS

Please notify Your insurance advisor of any change of address, including details of where Your Motorcycle is parked overnight.

CHANGE OF RIDERS

Please notify Your insurance advisor of any change to the riders covered by this Motorcycle Policy. When adding a rider to Your Motorcycle Policy You will need to confirm full details so that cover can be agreed and return Your Certificate of Motorcycle Insurance for amendment.

RIDING ABROAD

If You wish to use Your Motorcycle abroad, please notify Your insurance advisor at least two weeks prior to Your departure, so that Your cover can be extended for the appropriate period. Your Motorcycle Policy provides cover in the European Union at no charge for one trip per policy year of insurance, provided the trip is for a period of 30 days or less. Subsequent or longer extensions, or use in any country that is not a member of the European Union may incur an additional premium.

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TO ENSURE THAT YOUR CLAIM IS SETTLED QUICKLY AND EFFICIENTLY,

PLEASE CALL OUR 24 HOUR CLAIMS HELPLINE: 0844 873 8186

DEFINITIONS

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear.

CERTIFICATE OF MOTORCYCLE INSURANCE

Evidence of the existence of motorcycle insurance as required by law and which forms part of Your motorcycle policy.

COURT OF SUMMARY JURISDICTION

A Magistrates Court or a court of equivalent jurisdiction in the United Kingdom.

EMERGENCY TREATMENT FEES

Payment for charges prescribed by the Road Traffic Acts for emergency medical assistance following an accident involving a motorcycle which We cover.

ENDORSEMENT

A change to Your details which forms part of Your Motorcycle policy.

EXCESS

The first amount You will have to pay towards the cost of a claim for loss of or damage to Your Motorcycle, whether or not the incident giving rise to the claim is Your fault.

FIRE

Fire, lightning, explosion or self-ignition.

MALICIOUS DAMAGE

Damage caused to Your Motorcycle as a result of an intentional or reckless act.

MARKET VALUE

The cost, in the reasonable opinion of an independent motorcycle engineer, of replacing Your Motorcycle with a motorcycle of the same make, model and pre-loss or damage condition, specification, mileage and age.

MOTORCYCLE POLICY

The documents consisting of Your Statement of Insurance and/or proposal form, Our Markerstudy Insurance Company Limited Motorcycle Policy book, Your Certificate of Motorcycle Insurance and/or Schedule and any Endorsements.

NO CLAIMS DISCOUNT

The reduction We allow in Your premium in return for not making a claim.

OUR AUTHORISED AGENTS

The broker or intermediary via whom this insurance was arranged.

PERIOD OF INSURANCE

The period shown in Your Statement of Insurance and/or Schedule and Certificate of Motorcycle Insurance for which We have agreed to cover You and for which You have paid or agreed to pay a premium.

PROTECTED NO CLAIMS DISCOUNT

Cover against loss of Your No Claims Discount in the event of You making a claim.

ROAD TRAFFIC ACTS

Legislation which includes details of the minimum cover for which motorcycle insurance is required in the United Kingdom.

STATEMENT OF INSURANCE AND/OR SCHEDULE

The document giving details of the Period of Insurance, Your cover, the premium, the Insurer and the policy number. The Statement of Insurance includes all the information You provided on a proposal form or otherwise to obtain a quotation and forms the basis of Your contract.

THEFT

Theft, attempted Theft or the taking away of Your Motorcycle without Your consent. (Other than by a member of Your family or household).

UNITED KINGDOM/UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (including transit by sea, air, rail or within and between these places).

WE/US/OUR/THE INSURER

Markerstudy Insurance Company Limited.

YOU/YOUR/THE INSURED

The person named as the policyholder in both Your Statement of Insurance and/or Schedule and Your Certificate of Motorcycle Insurance.

YOUR MOTORCYCLE/THE INSURED MOTORCYCLE

The motorcycle described in Your Statement of Insurance and/or Schedule or any replacement motorcycle which has been notified to and accepted by Us, and for which You have a Certificate of Motorcycle Insurance showing the registration number.

HOW TO READ YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK

This is Your Markerstudy Insurance Company Limited Motorcycle Policy book.

YOUR COVER

Your Markerstudy Insurance Company Limited Motorcycle Policy book, Your Statement of Insurance and/or Schedule Your Certificate of Motorcycle Insurance and any Endorsements explain what is and what is not covered.

We must advise You that any Motorcycle Policy, whether cover is Comprehensive, Third Party Fire and Theft or Third Party Only, is subject to certain exclusions and conditions. It is therefore essential that You are fully aware of what is and what is not covered by this Motorcycle Policy and what exclusions and conditions apply.

We have designed the Markerstudy Insurance Company Limited Motorcycle Policy book to help You understand the cover provided. On many pages, to assist You, We have divided the text under the following headings:-

“What is covered”

This text is printed in black and gives information on the cover provided.

“What is not covered”

This text is printed in red opposite “What is covered” to draw Your attention to what is not covered.

“What is the most We will pay”

This text is also printed in red opposite “What is covered” and indicates the maximum amount We will pay for the cover described.

The General Exclusions to Your Motorcycle Policy are also printed in red as these also indicate “What is not covered.”

POLICY SECTIONS WHICH APPLY TO YOU

The level of cover which applies to You, whether Comprehensive, Third Party Fire and Theft or Third Party Only, is shown in Your Statement of Insurance and/or Schedule.

- If You have **Comprehensive** cover, refer to Section 1 and the General Conditions and General Exclusions.
- If You have **Third Party Fire and Theft** cover, refer to Section 2 and the General Conditions and General Exclusions.
- If You have **Third Party Only** cover, refer to Section 3 and the General Conditions and General Exclusions.

Please read Your Markerstudy Insurance Company Limited Motorcycle Policy book, Statement of Insurance and/or Schedule, Certificate of Motorcycle Insurance and any Endorsements carefully to ensure that Your cover meets Your requirements and the details are correct.

Your Markerstudy Insurance Company Limited Motorcycle Policy book, Statement of Insurance and/or Schedule, Certificate of Motorcycle Insurance and any Endorsements are legal documents - please keep them in a safe place.

YOUR INSURER

Markerstudy Insurance Company Limited,
846-848 Europort, Gibraltar.

Your Insurance

Your Markerstudy Insurance Company Limited Motorcycle Policy book, Statement of Insurance and/or Schedule, Certificate of Motorcycle Insurance and any Endorsements describe the cover during the Period of Insurance You have paid for or are paying for by instalments and for which the Insurer has accepted the premium.

This Motorcycle Policy is a contract solely between You and the Insurer and consists of Your Statement of Insurance and/or proposal form, Your Markerstudy Insurance Company Limited Motorcycle Policy book, Certificate of Motorcycle Insurance and/or Schedule and any Endorsements. It is not intended that the contract (Rights of Third Parties) Act 1999 should confer any additional rights under this Motorcycle Policy in favour of any third party.

Your cover is effective in the United Kingdom and abroad as specified in the "Riding Abroad" Section of Your Markerstudy Insurance Company Limited Motorcycle Policy book.

So that You fully understand what You are covered for, please read Your Statement of Insurance and/or Schedule, Your Markerstudy Insurance Company Limited Motorcycle Policy book, Certificate of Motorcycle Insurance and any Endorsements. You should pay particular attention to the General Exclusions and General Conditions shown on pages 21 - 24 of Your Markerstudy Insurance Company Limited Motorcycle Policy book.

You must notify Us as soon as possible of any changes which affect Your Motorcycle Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motorcycle Policy may not be valid or may not cover You fully.

Please make sure that Your cover meets Your requirements and the details are correct.
Signed on behalf of the Insurer



Gary Humphreys
Group Underwriting Director
Markerstudy Insurance Company Limited

OUR COMMITMENT TO YOU

If You decide You do not want to accept this insurance, return the certificate, policy booklet and/or Schedule within 14 days of receiving it, to the organisation which arranged Your cover. Providing there have been no incidents which might lead to a claim, We will refund Your premium, after deducting an administration charge and the cost of the insurance provided.

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this Motorcycle Policy.

If You do have an enquiry or complaint regarding Your Insurance, please address it to:-

The Underwriter
Markerstudy Insurance Company Limited
846-848 Europort
Gibraltar

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service.

You can write to them at:-
Customer Contact Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Please always quote Your policy number as it will help Us to deal with Your enquiry or complaint promptly.

LAW APPLICABLE TO THIS MOTORCYCLE POLICY

The parties to a contract of insurance covering a risk situated in the United Kingdom are permitted to choose the Law applicable to the contract.

This Motorcycle Policy is governed by English Law.

SECTION 1 - COMPREHENSIVE COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

We will pay for loss of or damage to Your Motorcycle. We will also pay for loss of or damage to Your Motorcycle's spare parts and fitted accessories as long as they are permanently attached to Your Motorcycle and fall within the maximum amount we will pay.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

We will not pay

- more than the Market Value of Your Motorcycle at the time of the loss or damage
- the amount of any repair or replacement which improves Your Motorcycle beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.
- for personal belongings, for example crash helmets, protective clothing and gloves
- more than £100 in total for accessories and spare parts.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 21 -24 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK

A. LOSS OR DAMAGE

Payment of claims for loss or damage

- We will, at Our reasonable option
- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
 - replace Your Motorcycle with a motorcycle of the same Market Value; or
 - pay You in cash for the loss or damage where Your Motorcycle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Motorcycle will then belong to Us.

If to Our knowledge Your Motorcycle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Motorcycle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

- If Your Motorcycle is disabled due to damage covered by this Section, We will pay
- the reasonable cost of protecting and removing Your Motorcycle to the nearest repairer
 - the reasonable cost of delivery following repair to Your address in the United Kingdom.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Motorcycle. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule
- b) Loss of use of Your Motorcycle.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure, breakage or any loss or damage caused by Your Motorcycle being incorrectly fuelled.
- e) Damage to tyres caused by the application of brakes or by punctures, cuts or bursts.
- f) Loss of value of Your Motorcycle following damage, whether repaired or not.
- g) Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the manufacturer's instructions.
- h) Repairs or replacements which improve the condition of Your Motorcycle.
- i) Accessories and spare parts being stolen, unless Your Motorcycle is stolen at the same time.
- j) Loss of or damage to audio equipment.
- k) Loss of or damage to personal belongings (such as crash helmets and protective clothing).
- l) Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- m) Loss of or damage to Your Motorcycle caused directly or indirectly through Theft by deception.
- n) Loss of or damage to Your Motorcycle or its accessories by Theft or attempted Theft or an unauthorised person taking it and riding it if:
 - it has been left unlocked;
 - it has been left with the keys in or on it; or
 - reasonable precautions have not been taken to protect it
 - the person riding or taking Your Motorcycle is a family member or a member of Your household.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £20,000,000

arising from any incident involving the use in the United Kingdom of

- Your Motorcycle
- any trailer, whilst attached to Your Motorcycle or if accidentally detached during the course of a journey.

RIDING OTHER MOTORCYCLES

We will also cover You, in respect of Your legal liability to others, to ride a private motorcycle not belonging to You and not hired to You under a Hire Purchase Agreement or leased to You under a Leasing Agreement, provided You have the owner's permission to ride it and You are permitted to do so by Your current Certificate of Motorcycle Insurance and Your Motorcycle has an engine size of 351cc or more..

B. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- a) We will not provide cover for the legal liability of any person We insure under this Motorcycle Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Motorcycle or any other property belonging to or in the care of any person We cover under this Motorcycle Policy.
- d) Property damage exceeding £20,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.
- f) We will not provide cover for damage to or loss of the towed trailer or any property carried in or on the towed trailer.
- g) We will not provide cover if the trailer is not properly secured to Your Motorcycle by towing equipment manufactured for the purpose and/or the method of towing the trailer is not within the manufacturer's recommended towing limits and any relevant laws.

RIDING OTHER MOTORCYCLES

Cover for riding other motorcycles does not

- apply if You have disposed of Your Motorcycle or it has been damaged beyond economical repair or it has been stolen and not recovered
- apply in any country outside the United Kingdom
- cover loss of or damage to any motorcycle You ride that does not belong to You
- apply if You are aged under 25 and/or not the holder of full UK driving licence for a period in excess of twelve months.
- apply if Your Motorcycle has an engine size less than 351cc.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK

B. LEGAL LIABILITY TO OTHERS

What is covered

THE LEGAL LIABILITY OF OTHER PEOPLE

We will also cover the following people for their legal liabilities to others in the same way as We cover You:-

- any person permitted by Your current Certificate of Motorcycle Insurance to ride Your Motorcycle
- any person using, but not riding Your Motorcycle with Your permission for social, domestic or pleasure purposes
- any passenger travelling on or getting onto or off Your Motorcycle
- Your employer or business partner while You are riding or using Your Motorcycle on their business, provided this is permitted by Your current Certificate of Motorcycle Insurance
- the legal representative(s) of any deceased person We cover under this Motorcycle Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroners Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous riding or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motorcycle Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

C. RIDING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Motorcycle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motorcycle insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Motorcycle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Motorcycle is

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motorcycle Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

We will cover the reasonable cost of the return of Your Motorcycle to Your address in the United Kingdom in the event of loss or damage covered by this Motorcycle Policy if

- it is not possible to economically repair Your Motorcycle prior to Your intended return to the United Kingdom
- following its loss, Your Motorcycle is recovered after Your return to the United Kingdom

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motorcycle insurance.

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Motorcycle after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motorcycle insurance as a direct result of any loss or damage covered by this Motorcycle Policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

D. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motorcycle Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

CLAIMS WHICH DO NOT AFFECT YOUR NO CLAIMS DISCOUNT

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

SECTION 2 - THIRD PARTY FIRE AND THEFT COVER

A. LOSS OR DAMAGE

What is covered

LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

We will pay for loss of or damage to Your Motorcycle caused by:

- a) Fire (other than by vandalism or malicious intent)
- b) Theft

We will also cover Your Motorcycle's spare parts and accessories in the same way as long as they are permanently attached to Your Motorcycle and fall within the maximum amount we will pay.

A. LOSS OR DAMAGE

Payment of claims for loss or damage

We will, at Our reasonable option

- pay the cost of repairs or pay You in cash the amount of any loss or damage where repair cannot be economically made; or
- replace Your Motorcycle with a motorcycle of the same Market Value or
- pay You in cash for the loss or damage where Your Motorcycle is stolen and not recovered or damaged beyond economical repair. The stolen or damaged Motorcycle will then belong to Us.

If to Our knowledge Your Motorcycle belongs to someone else or is the subject of a Hire Purchase or Leasing Agreement, payment for the total loss or destruction of Your Motorcycle will normally be made to the legal owner whose receipt will be a full and final discharge to Us.

If Your Motorcycle is disabled due to damage covered by this section, We will pay

- the reasonable cost of protecting and removing Your Motorcycle to the nearest repairer
- the reasonable cost of delivery following repair to Your address in the United Kingdom.

A. LOSS OR DAMAGE

What is the most We will pay?

LOSS OF OR DAMAGE TO YOUR MOTORCYCLE

We will not pay

- more than the Market Value of Your Motorcycle at the time of the loss or damage
- the amount of any repair or replacement which improves Your Motorcycle beyond its condition before the loss or damage
- more than the last list or quoted price for any parts or accessories which have become unobtainable or are no longer manufactured.
- for personal belongings, for example crash helmets, protective clothing and gloves
- more than £100 in total for accessories and spare parts.

A. LOSS OR DAMAGE

What is not covered

- a) You will have to pay the total Excess specified in Your Statement of Insurance and/or Schedule in respect of each claim for loss of or damage to Your Motorcycle. The amount of the Excess may vary according to the nature of the claim and as such, there may be more than one statement of Excess shown in Your Statement of Insurance and/or Schedule.
- b) Loss of use of Your Motorcycle.
- c) Depreciation, wear and tear.
- d) Mechanical, electrical and electronic faults, breakdown, malfunction, failure or breakage.
- e) Loss of value of Your Motorcycle following damage, whether repaired or not.
- f) Repairs or replacements which improve the condition of Your Motorcycle.
- g) Accessories and spare parts being stolen, unless Your Motorcycle is stolen at the same time.
- h) Loss of or damage to audio equipment.
- i) Loss of or damage to personal belongings (such as crash helmets and protective clothing).
- j) Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- k) Loss of or damage to Your Motorcycle caused directly or indirectly through Theft by deception.
- l) Loss of or damage to Your Motorcycle or its accessories by Theft or attempted Theft or an unauthorised person taking it and riding it if:
 - it has been left unlocked;
 - it has been left with the keys in or on it; or
 - reasonable precautions have not been taken to protect it
 - the person riding or taking Your Motorcycle is a family member or a member of Your household.

YOU MUST ALSO REFER TO THE GENERAL CONDITIONS AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24 OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK

B. LEGAL LIABILITY TO OTHERS**What is covered****YOUR LEGAL LIABILITY TO OTHER PEOPLE**

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £20,000,000

arising from any incident involving the use in the United Kingdom of

- Your Motorcycle
- any trailer whilst attached to Your Motorcycle or if accidentally detached during the course of a journey.

B. LEGAL LIABILITY TO OTHERS**What is not covered****YOUR LEGAL LIABILITY TO OTHER PEOPLE**

- a) We will not provide cover for the legal liability of any person We insure under this Motorcycle Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Motorcycle or any other property belonging to or in the care of any person We cover under this Motorcycle Policy.
- d) Property damage exceeding £20,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.
- f) We will not provide cover for damage to or loss of the towed trailer or any property carried in or on the towed trailer.
- g) We will not provide cover if the trailer is not properly secured to Your Motorcycle by towing equipment manufactured for the purpose and/or the method of towing the trailer is not within the manufacturer's recommended towing limits and any relevant laws.

RIDING OTHER MOTORCYCLES

Cover for riding other motorcycles is not covered under this section.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

B. LEGAL LIABILITY TO OTHERS**What is covered****THE LEGAL LIABILITY OF OTHER PEOPLE**

We will also cover the following people for their legal liabilities to others in the same way as We cover You:-

- any person permitted by Your current Certificate of Motorcycle Insurance to ride Your Motorcycle
- any person using, but not riding Your Motorcycle with Your permission for social, domestic or pleasure purposes
- any passenger travelling on or getting onto or off Your Motorcycle
- Your employer or business partner while You are riding or using Your Motorcycle on their business, provided this is permitted by Your current Certificate of Motorcycle Insurance
- the legal representative(s) of any deceased person We cover under this Motorcycle Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous riding or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motorcycle Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

B. LEGAL LIABILITY TO OTHERS**What is not covered**

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

C. RIDING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Motorcycle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motorcycle insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Motorcycle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Motorcycle is

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motorcycle Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

We will cover the reasonable cost of the return of Your Motorcycle to Your address in the United Kingdom in the event of loss or damage covered by this Motorcycle Policy if

- it is not possible to economically repair Your Motorcycle prior to Your intended return to the United Kingdom
- following its loss, Your Motorcycle is recovered after Your return to the United Kingdom

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motorcycle insurance.

CUSTOMS DUTY

We will pay any customs duty for which You are legally liable in respect of Your Motorcycle after it has been imported into any country which is a member of the European Union or which agrees to follow European Union directives on motorcycle insurance as a direct result of any loss or damage covered by this Motorcycle Policy.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

D. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motorcycle Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

Claims which do not affect Your No Claims Discount

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

SECTION 3 - THIRD PARTY ONLY COVER

A. LEGAL LIABILITY TO OTHERS

What is covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

We will pay all amounts that You are legally liable for in respect of

- death of or bodily injury to any other person
- damage to the property of any other person not exceeding £20,000,000

arising from any incident involving the use in the United Kingdom of

- Your Motorcycle
- any one trailer whilst attached to Your Motorcycle or if accidentally detached during the course of a journey.

A. LEGAL LIABILITY TO OTHERS

What is not covered

YOUR LEGAL LIABILITY TO OTHER PEOPLE

- a) We will not provide cover for the legal liability of any person We insure under this Motorcycle Policy if there is any other insurance in force that covers the same liability.
- b) We will not cover death of or bodily injury to any person arising out of that person's employment, except where it is necessary to meet the requirements of the Road Traffic Acts.
- c) Under this Section, We will not cover loss of or damage to Your Motorcycle or any other property belonging to or in the care of any person We cover under this Motorcycle Policy.
- d) Property damage exceeding £20,000,000 in respect of any one claim or series of claims arising out of one cause.
- e) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.
- f) We will not provide cover for damage to or loss of the towed trailer or any property carried in or on the towed trailer.
- g) We will not provide cover if the trailer is not properly secured to Your Motorcycle by towing equipment manufactured for the purpose and/or the method of towing the trailer is not within the manufacturer's recommended towing limits and any relevant laws.

RIDING OTHER MOTORCYCLES

Cover for riding other motorcycles is not covered under this section

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

A. LEGAL LIABILITY TO OTHERS

What is covered

THE LEGAL LIABILITY OF OTHER PEOPLE

We will also cover the following people for their legal liabilities to others in the same way as We cover You:

- any person permitted by Your current Certificate of Motorcycle Insurance to ride Your Motorcycle
- any person using, but not riding Your Motorcycle with Your permission for social, domestic or pleasure purposes
- any passenger travelling on or getting into or off Your Motorcycle
- Your employer or business partner while You are riding or using Your Motorcycle on their business, provided this is permitted by Your current Certificate of Motorcycle Insurance
- the legal representative(s) of any deceased person We cover under this Motorcycle Policy in respect of legal liability incurred by the deceased person.

COSTS AND EXPENSES

We will pay, subject to Our prior written agreement

- legal fees reasonably and properly incurred by any person We cover for representation at a Coroner's Inquest or Fatal Accident Inquiry or in a Court of Summary Jurisdiction
- the cost of legal services to defend any person We cover if they are charged with manslaughter or causing death by dangerous riding or causing death whilst under the influence of drink or drugs and, at Our option, the cost of representation at a Court of Summary Jurisdiction
- any other costs or expenses incurred in connection with any incident which may involve legal liability under this Motorcycle Policy.

EMERGENCY TREATMENT FEES

We will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

A. LEGAL LIABILITY TO OTHERS

What is not covered

Any claim for death of or bodily injury to any person arising out of or in the course of their employment caused by any person covered by this insurance if indemnity is provided under Employers' Liability Insurance issued to comply with Employers' Liability law.

COSTS AND EXPENSES

- a) We will not pay any legal costs and expenses unless they are in connection with an incident which is covered under this Section.
- b) Costs in excess of £5,000,000 for a claim for damage to the property of any other person.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

B. RIDING ABROAD

What is covered

EUROPEAN UNION

We will provide You with the minimum cover which is legally required to use Your Motorcycle in

- any country which is a member of the European Union
- any other country which agrees to follow European Union directives on motorcycle insurance and is approved by the Commission of the European Union

FULL COVER ABROAD

If You give Us 14 days prior notification of Your intention to use Your Motorcycle abroad and pay any additional premium required, We will extend cover beyond the United Kingdom and cover as shown in Your Statement of Insurance and/or Schedule will apply for the period specified by You while Your Motorcycle is

- in any country specified above
- in transit (including loading and unloading) between any countries to which this Motorcycle Policy applies, but such transit must be by a recognised sea, air or rail route which takes 65 hours or less under normal conditions.

A Green Card is not normally necessary for travel in EU countries or countries which follow the EU directives on motorcycle insurance.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

C. NO CLAIMS DISCOUNT

We will allow a No Claims Discount against Your renewal premium if no claim has been made or arisen under this Motorcycle Policy during the previous 12 month Period of Insurance.

The amount of the discount will be in accordance with Our scale of No Claims Discount applicable at the time of renewal.

If We have to make a payment which We have not yet been able to recover or which We cannot recover from any other party involved in the incident, a claim will count against Your No Claims Discount, even if You are not at fault.

Claims which do not affect Your No Claims Discount

- any claim for payment of Emergency Treatment Fees as required by the Road Traffic Acts
- any claim where We have obtained a full recovery of any costs.

**YOU MUST ALSO REFER TO THE GENERAL CONDITIONS
AND THE GENERAL EXCLUSIONS ON PAGES 21 - 24
OF YOUR MARKERSTUDY INSURANCE COMPANY LIMITED MOTORCYCLE POLICY BOOK**

GENERAL CONDITIONS - The General Conditions apply to Your whole Motorcycle Policy.

1. ACCIDENT AND CLAIMS PROCEDURE

If any accident, injury, loss or damage occurs, You must

- inform Us in writing, giving full details, as soon as is reasonably possible
- send every communication You receive in connection with the claim to Us, unanswered as soon as possible after You receive it
- notify us as soon as You become aware of any pending prosecution, Coroner’s Inquest or Fatal Accident Inquiry involving any person covered by this Motorcycle Policy
- not admit to, negotiate on, promise to pay or refuse any claim unless You have written permission from Us
- not act in any way to prejudice Our interests
- provide Us with all reasonable assistance We may need.
- report any vandalism or Theft to the police and obtain a crime report number

2. HANDLING THE CLAIM ON YOUR BEHALF

We can take over and conduct in Your name or in the name of any other person covered by this Motorcycle Policy

- the defence or settlement of any claim
- legal proceedings in Your name at Our expense and for Our benefit to recover any payments made under this Motorcycle Policy

You or the person whose name We must use must co-operate with Us on any matter affecting this insurance.

3. CANCELLATION

This Motorcycle Policy may be cancelled

- a) by You sending Us written notice and returning to Us Your current Certificate of Motorcycle Insurance. Cancellation will take effect from the date We receive Your Certificate of Motorcycle Insurance and We will calculate the refund to which You are entitled in accordance with our cancellation scale provided no claims have occurred during the current Period of Insurance in accordance with the scale shown below
- b) by Us or Our Authorised Agents by sending You seven days notice in writing by Recorded Delivery to Your last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland) and You will be entitled to the refund of the un-expired portion of Your premium
- c) by Us or Our Authorised Agents immediately if You do not pay the premium.

PERIOD NOT EXCEEDING	1 Month	2 Months	3 Months	4 Months	5 Months	6 Months	7 Months	8 Months	Over 8 Months
PREMIUM PAYABLE	25%	40%	50%	65%	70%	75%	90%	90%	100%

It is a requirement of the Road Traffic Act 1988 that You return Your Certificate of Motorcycle Insurance if Your Motorcycle Policy is being cancelled.

GENERAL CONDITIONS – The General Conditions apply to Your whole Motorcycle Policy.

4. MAKING A CLAIM

In the event of a claim covered by this Motorcycle Policy, You must still pay the premium. If payment is not made, We or Our Authorised Agents

- may cancel this Motorcycle Policy in accordance with General Condition 3(c) and seek payment of the outstanding balance of premium
- may refuse to pay any claim arising from an occurrence on or after the due date of the premium
- reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Motorcycle which is covered by this Motorcycle Policy
- may recover from You the outstanding balance of premium or seek reimbursement from You of any claim payment which has already been made.

5. CHANGES TO INFORMATION RELEVANT TO YOUR COVER

You must notify Us as soon as possible of any changes which affect Your Motorcycle Policy and which have occurred either since the cover started or since the last renewal date. If You do not tell Us about relevant changes, Your Motorcycle Policy may not be valid or may not cover You fully.

6. OTHER INSURANCE

If, at the time You make a valid claim under this Motorcycle Policy, there is any other insurance covering the same loss, damage or liability, We will pay only Our share of the claim.

7. CARE OF YOUR MOTORCYCLE

You or any other person covered by this Motorcycle Policy must

- take all reasonable steps to protect Your Motorcycle from loss or damage
- keep Your Motorcycle efficient and in a roadworthy condition.

You must allow Us to examine Your Motorcycle at any reasonable time.

8. RIGHT OF RECOVERY

If the law of any country in which this Motorcycle Policy operates obliges Us to pay a claim which We would not otherwise have paid, We reserve the right to recover this amount from You or from the person who incurred the liability.

9. FRAUDULENT CLAIMS

If any claim under this Motorcycle Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Motorcycle Policy, We will not pay any part of the claim and all cover provided by this Motorcycle Policy will be forfeited.

10. ARBITRATION

If Your Motorcycle is a total loss and We have agreed to compensate You under this Motorcycle Policy but the amount to be paid cannot be agreed between us, an Arbitrator, acceptable to You and to Us shall be appointed to decide the amount to be paid to You. The Arbitrator's decision will be binding upon You and upon Us.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motorcycle Policy.

What is not covered

1. USE AND RIDING WHICH WE DO NOT COVER

Your Motorcycle Policy does not cover any accident, injury, loss, damage or liability when any vehicle covered by this Motorcycle Policy is

- being used for any purpose that Your current Certificate of Motorcycle Insurance does not permit
- in the charge of or being ridden by any person who is not described in Your current Certificate of Motorcycle Insurance as a person entitled to ride
- being ridden by You or a permitted rider with Your permission if You or the permitted rider does not hold a driving licence or has never held a driving licence or is disqualified from holding or obtaining a driving licence
- being driven by any person who does not comply with the terms and conditions of the riding licence held including holding a valid CBT certificate if required
- in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current M.O.T. certificate
- in or on that part of any airport, aerodrome, airfield or military base which is used for the take off and landing of aircraft, including the movement of aircraft on the ground and aircraft parking aprons and the associated service roads, refuelling areas and ground equipment parking areas.

2. NOTIFICATION OF A CHANGE OF MOTORCYCLE

This Motorcycle Policy does not cover a motorcycle unless

- We already have details of the motorcycle and it is acceptable to Us;
- You are riding a motorcycle under the terms of the "Riding Other Motorcycles" section which is permitted by Your current Certificate of Motorcycle Insurance.

3. LIABILITY WHICH RESULTS FROM AN AGREEMENT

This Motorcycle Policy does not cover any liability You have accepted by agreement or contract, unless You would have had that liability anyway.

4. WAR RISKS, RIOT AND CIVIL COMMOTION, EARTHQUAKE OR TERRORISM

This Motorcycle Policy does not cover any consequence of

- war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power, except where it is necessary to meet the requirements of the relevant motorcycle insurance law.
- riot or civil commotion occurring elsewhere than in England, Scotland, Wales, the Isle of Man or the Channel Islands, except where it is necessary to meet the requirements of the relevant motorcycle insurance law
- Earthquake
- Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the minimum requirements of the Road Traffic Act 1988 or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.

DEFINITION OF TERRORISM

1. In the United Kingdom, "terrorism" shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
2. In any other territory, which has equivalent legislation to the Terrorism Act 2000, "terrorism" will follow the definition of that legislation.
3. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

GENERAL EXCLUSIONS The General Exclusions apply to Your whole Motorcycle Policy.

What is not covered

Part 1 of the Terrorism Act 2000 contains the following definition -

- (1) In the Act "terrorism" means the use or threat of action where
 - (a) the action falls within subsection (2),
 - (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
 - (c) the use of threat is made for the purpose of advancing a political, religious or ideological cause.
- (2) Action falls within this subsection if it -
 - (a) involves serious violence against a person,
 - (b) involves serious damage to property,
 - (c) endangers a person's life, other than the person committing the action,
 - (d) creates a serious risk to the health or safety of the public or a section of the public,
 - (e) is designed to interfere with or seriously disrupt an electronic system.
- (3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

5. RADIOACTIVE CONTAMINATION AND SONIC BANGS

Loss of or destruction or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to by or arising from

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

6. POLLUTION

This Motorcycle Policy does not cover death or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected.

All pollution which arises out of one incident will be considered to have occurred at the time when this incident takes place.

We will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant motorcycle insurance law.

7. RALLIES, COMPETITIONS OR TRIALS

If any motorcycle which We cover is used in any

- rally
- competition
- trial

We will restrict cover to those legal liabilities for which insurance is compulsory under the Road Traffic Acts and We will provide no other cover under this Motorcycle Policy.

ADVICE FROM MARKERSTUDY INSURANCE COMPANY ON HOW TO MAKE A CLAIM

This information does not form part of Your contract of motorcycle insurance. It is intended as a guide in the event that You need to make a claim.

WHO WILL DEAL WITH YOUR CLAIM?

The handling of any claim under this policy is delegated to our service providers in the United Kingdom. You should therefore refer all correspondence and telephone enquiries to:-

**Claims Department, Markerstudy Limited, PO Box 420, Tunbridge Wells, Kent TN2 9LT
24 hour Claims Helpline: 0844 873 8186**

WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law:-

- a) You must stop - it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your Motorcycle and the Insurer.
- c) If You are unable to notify the police at the scene of the accident, You must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motorcycle Insurance to the police if they need to see it.

How do You notify MARKERSTUDY INSURANCE COMPANY LIMITED of Your claim?

First check Your Schedule to make sure You are covered for the loss or damage You are claiming for.

1. If You have been involved in an accident, or Your Motorcycle has been stolen or is damaged by Fire, You should contact the New Claims Helpline who will advise You how to proceed. The telephone number to report new claims involving damage to your motorcycle is 0844 873 8186.

You will be asked to do the following:-

- a) Supply as much information as You can concerning the Incident. This may involve completing a Motorcycle Accident Report Form or Motorcycle Theft Report Form, whichever is appropriate.
- b) Send a copy of Your driving licence, CBT (if applicable) VRD, MOT Certificate & purchase receipts, if Your Motorcycle has been stolen.
- c) Send any communication You receive in connection with Your claim to our UK service providers at the address above. You must not admit liability or deal with any correspondence yourself.
- d) Report any vandalism or Theft to the police and obtain a crime report number.

Please note: Even if You are not covered for damage to Your Motorcycle, You must still advise our UK service providers of the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

DAMAGE TO YOUR MOTORCYCLE

If Your Motorcycle insurance policy covers You for the cost of repairs to Your Motorcycle as the result of an accident, a Fire or a Theft, You should contact the New Claims Helpline on 0844 873 8186, who will advise You how to proceed.

DATA PROTECTION ACT

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Us check information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search these registers. Under the conditions of Your Motorcycle Policy, You must tell us about any incident (such as an accident or Theft) which may or may not give rise to a claim. When You tell Us about an incident, We will pass information relating to it to the registers.

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured riders, and may be searched by the Police to help confirm who is insured to ride. If there has been an accident, the Database may be used by Insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information. You can ask Us for more information about this.

You should show this notice to anyone insured to ride the Insured Motorcycle.