

Please read and keep safe



# Premier Bike Policy

## Important

Please report all incidents to **us** immediately on 0800 678 999 so **we** can tell **you** what to do next and help resolve any claim. For general queries or to make changes to your policy, please contact your insurance adviser.



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# Welcome. We've got you covered

Thank you for choosing to insure with Aviva. This policy forms part of your legal contract with **us** and defines exactly what **you** are covered against. Please refer to your schedule for confirmation of the level of cover **you** have chosen. **You** now have access to a great package of benefits and our motor claims service.

This policy booklet forms part of your legal contract with **us** and explains exactly what cover is provided. Your schedule shows the level of cover **you** have chosen.

## Important Notice - Information and changes we need to know about

**You** must always take reasonable care to give full and correct answers to the questions **we** ask when **you** take out, make changes to and renew your policy.

Please tell your insurance adviser immediately to let **us** know if anything on your schedule, **Certificate of motor insurance** or 'Information provided by you' document is incorrect or changes. **You** also need to tell your insurance adviser about:

- a change to the people insured
- a change of **your motorcycle**
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured
- criminal convictions for any of the people insured, or to be insured
- any modifications to **your motorcycle**
- any change affecting ownership of **your motorcycle**
- any change in the way that **your motorcycle** is used.
- any change of job, including part time for any of the people insured, or to be insured
- any physical or mental impairment suffered that must be notified to the Driver and Vehicle Licensing Agency (DVLA) or the Driver and Vehicle Licensing Agency Northern Ireland (DVLANI) for any of the people insured, or to be insured.

If **you** are in any doubt, please contact your insurance adviser.

When **we** are notified of a change, **we** will tell your insurance adviser if this affects your policy, for example whether **we** can no longer offer cover or **we** need to change your premium.

If **you** don't give **us** full and correct information or tell **us** about the above changes **we** may:

- refuse to pay all or part of a claim or cancel your cover
- change your premium, excess or cover

It is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a **Certificate of motor insurance**.

Each renewal invitation is offered using the information **we** have at the time it was issued. **We** may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim, even if **we** are notified after your renewal date.

**We** recommend **you** keep a record (including copies of letters) of all information provided to **us** for your future reference.

## The Contract of Insurance

The contract of insurance between **you** and **us** consists of the following elements:

- your policy booklet(s);
- information contained on your application and/or statement of fact document as issued by **us**;
- your schedule (including any clauses shown on it);
- **Certificate of motor insurance**;
- changes to your policy in notices **we** give **you** at renewal;
- information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

Please read them and keep them safe. It is the **policyholder’s** responsibility to ensure that all **persons insured** are aware of the terms of this policy.

In return for **you** paying your premium and complying with the policy terms and conditions, **we** will insure **you** for anything shown in your policy booklet which your schedule shows is covered during the **period of insurance**.

## Need this in a different format?

Please get in touch with your insurance adviser if you’d prefer a document in large font, Braille or as an audio.

## Your cancellation rights

**You** have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive your policy or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

To cancel, please contact your insurance adviser, at the address shown on your schedule.

If **you** do not exercise your right to cancel your policy, it will continue in force and **you** will be required to pay the premium.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

## Use of language

All communications relating to this contract will be in English.

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Choice of law

The law of England and Wales will apply to this contract unless:

- at the date of the contract **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply; or
- **you** and **we** agree otherwise.

## Financial Services Compensation Scheme

Depending on the circumstances of your claim **you** may be entitled to compensation from the Financial Services compensation Scheme (FSCS) if **we** cannot meet our obligations. See [fscs.org.uk](https://www.fscs.org.uk).

## Need to make a claim?

### What to do if you or your motorcycle is involved in an accident:

It is important to contact **us** quickly, even if there is no damage to any vehicles or property.

Let **us** know as soon as **you** can by calling **us** on 0800 678 999. The sooner **you** tell **us** what's happened, the sooner **we** can help **you** and any third party. This helps **us** keep prices lower for **you** and all our customers. Our claims service is available 24/7, every day of the year.

### If you have had an accident or your motorcycle has been damaged by fire, theft, or vandalism:

We'll arrange:

- for **you** and your passengers to be taken home or to your destination (in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man).\*
- for **your motorcycle** to be recovered to one of our repairers.
- to repair **your motorcycle** or pay for it to be repaired and deliver it back to your home. The repair is covered by our Repair guarantee.\*

If it's a write-off (can't economically be repaired), we'll quickly agree a settlement with **you**.\*

### If you have had an accident with a third party and caused them injury and/or damage to their vehicle/property:

We'll arrange:

- To manage the third party's claim, dealing with damage to their vehicle/property, providing mobility and handling any claims for injury suffered.

**We** will help resolve any claim from a third party on your behalf if anyone involved contacts **you** at any point after your incident, just pass them on to **us**.

\*Excesses and policy limits apply.

# Definitions

Wherever the following words or phrases appear in bold in this policy booklet, they will have the meanings described below.

## **Certificate of motor insurance**

The current document that proves **you** have the motor insurance required by the Road Traffic Acts to use **your motorcycle** on a road or other public place. It shows who can ride **your motorcycle**, what it can be used for and whether **you** are allowed to ride other **motorcycles**. The **Certificate of motor insurance** does not show the cover provided.

## **Computer system(s)**

Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## **Cyber Act**

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any **computer system(s)** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

## **Data**

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of **data** including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions facts, concepts, code or any other information of any kind.

## **Fire**

**Fire**, self-ignition, lightning and explosion.

## **Market value**

The cost of replacing **your motorcycle** with one of the same make, model, specification, year, mileage and condition. The **market value**, determined at the time of loss or damage, may also be affected by other factors such as MOT status (if one is required), how **you** purchased **your motorcycle** and whether it has been previously declared a total loss.

## **Motorcycle**

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached which is taxed or on SORN and road registered. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a **motorcycle**.

## **Partner**

The husband or wife or the domestic or civil **partner** of the **policyholder**, living at the same address and sharing financial responsibilities. This does not include any business **partners** or associates.

## Period of insurance

The period of time covered by this policy, as shown in your schedule, or until cancelled.

Each renewal represents the start of a new **period of insurance**.

## Persons insured

### You/policyholder

The **policyholder** named in your schedule.

### Named rider

Person nominated by the **policyholder** as being a user (but not the main user) of **your motorcycle** as described in your schedule, providing the **Certificate of motor insurance** allows that person to ride **your motorcycle**. (**Named riders** are not entitled to benefits provided under 'Section 2 – Riding other **motorcycles**').

## Recommended repairer

A facility recommended by **us** for the repair, damage assessment and/or storage of **your motorcycle**.

## Software

Any **software**, safety critical **software**, firmware, operating systems, electrical control systems, **data**, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

## Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Montenegro, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

## Theft

**Theft**, attempted **theft** or taking **your motorcycle** without your consent.

## Track day

Any event, organised or not, or location where vehicles are permitted to ride on any course, or track, which is free from traffic regulations.

## We, us

Aviva Insurance Limited and any representative appointed by **us** to act on our behalf.

## Your motorcycle

Any **motorcycle** described in your schedule and any other **motorcycle** for which details have been supplied to **us** and a **Certificate of motor insurance** bearing the registration mark of that motor vehicle has been delivered in accordance with the Road Traffic Acts and remains effective.

## Key



These boxes highlight information we want to particularly draw your attention to



These boxes give you additional helpful information



These boxes highlight what your policy does not cover

# Section 1

## Loss of or damage to your motorcycle

If **your motorcycle** is lost, stolen or damaged, **we** will:

- repair **your motorcycle** unless **you** notify **us** that **you** want **us** to pay someone else to repair it; or
- pay **you** a cash amount equal to the loss or damage.

The same cover also applies to accessories for **your motorcycle** while these are in or on **your motorcycle**.

**We** may decide to use parts or accessories not supplied by the original manufacturer, but which are of a similar standard, including recycled parts.



Accessories are items permanently fitted to **your motorcycle** which are not directly related to how it works as a **motorcycle**. For example, radios that form an integral part of **your motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**. **You** can only claim for accessories under this section.

The most **we** will pay is the **market value** of **your motorcycle**.



There is no cover for loss or damage to **your motorcycle** when the person riding was arrested and charged for Drink/Drug riding or failing to provide a specimen. Please refer to the General Exclusions Section. In the event information presented by **you** misrepresents your claim **we** reserve the right to seek recovery under General Condition - Fraud.

## Motorcycle recovery and journey continuation

Following an incident in the **territorial limits**, **we** will arrange to get **your motorcycle** to one of our **recommended repairers**.

**We** will deliver **your motorcycle** back to your home address (shown on your schedule) after the repairs have been carried out.

For incidents which occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, **we** will also arrange to get the rider and passengers home or to their intended destination.

## What if I want to use a garage of my choice?

**We** can arrange for **your motorcycle** to be taken to a repairer of your choice if it is closer than our nearest **recommended repairer**. This may lead to delays in arranging the repairs.

## What are the benefits of using our recommended repairers?

Aviva provided benefit	Our recommended repairer	Your chosen Repairer*
Repair guarantee	✓	X
Reduced customer involvement prior to repair start date	✓	X
Aviva collection and return of <b>your motorcycle</b>	✓	X

\*Aviva does not provide these benefits if **you** use a garage that is not one of our **recommended repairers**. If **you** use a repairer of your choice, **you** will need to check what they provide.

### Repair estimate

If using one of our **recommended repairers**, **we** will not require **you** to submit an estimate for the repair works. If **you** use a garage that is not one of our **recommended repairers**, **we** will require an itemised repair estimate which **we** must approve before the work begins. In the event an agreement on the cost of repairs at your chosen repairer cannot be reached, **we** reserve the right to ask **you** to:

- Arrange for **your motorcycle** to be moved to one of our **recommended repairers**.
- Give **us** an itemised estimate from another repairer.

### New motorcycle replacement

**We** will replace **your motorcycle** with one of the same make, model and specification (providing one is available in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man) if, **you** or **your partner** are the first registered keepers, and within 6 months of buying it from new:

- any repair cost or damage in respect of any one claim is more than 70% of **your motorcycle's** UK list price (including **motorcycle** tax and VAT); or
- it is stolen and not recovered.

**We** will only replace **your motorcycle** if **you** or **your partner**:

- purchased it outright; or
- under a finance agreement where ownership passes to **you** or **your partner** and the Finance Company agrees.



#### Important note

- New **motorcycle** replacement does not extend to **motorcycles** sold as 'ex-demonstrators' or 'nearly new'.
- If the qualifying criteria set out above are not met, or **you** do not wish **us** to replace **your motorcycle** with a new **motorcycle** of the same make, model and specification, the most **we** will pay will be the **market value** of **your motorcycle**.

### Repair guarantee

Our **recommended repairer** will provide a lifetime guarantee on repair quality carried out on **your motorcycle** for as long as **you** own **your motorcycle**. Repair quality means bodywork repairs, paint repairs and workmanship which is the work carried out by skilled technicians.



#### Exclusion to Repair guarantee

**We** will not pay for damage under the Repair guarantee arising from deterioration and wear and tear or parts and component failures.

## Excesses

An excess is an amount **you** will have to pay towards any claim.

Your schedule will show the excesses **you** will have to pay towards any claim. If more than one excess applies to your claim, the excesses will be added together.

If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will refund any excess **you** have paid. This only applies where the rider of **your motorcycle** is not at fault.



### What if my motorcycle is on finance?

If **we** know that **your motorcycle** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your motorcycle** is on finance and the agreement allows **you** to own or purchase the **motorcycle**, any difference between what **we** pay the finance company and the **market value** will be paid to **you**.
- Where **your motorcycle** is not or cannot be owned by **you** under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy, **you** will still be responsible for paying this.

The most **we** will pay is the **market value** of **your motorcycle**.



### Exclusions to Section 1

What **we** won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts.
- Loss or damage if, at the time of the incident, it was being ridden or used without your permission by someone **you** know (unless **you** have reported them to the Police).
- Loss of or damage to accessories and parts by **theft** if **your motorcycle** is not stolen at the same time.
- Loss or damage to helmets and protective clothing.
- Loss or damage arising from use of **your motorcycle** while taking part in a **Track day** or whilst riding on the Nürburgring Nordschleife.
- Loss or damage arising from **theft** while:
  - **your motorcycle's** ignition keys (including any key, device or code used to secure, gain access to, or to enable **your motorcycle** to be ridden) have been left in or on **your motorcycle**;
  - **your motorcycle** has been left unattended with the engine running.
- Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- Loss or damage caused by the unauthorised, and/or malicious access to **computer system(s)** or electronic components and systems, resulting in any reprogramming of **software**, introduction of malware, codes or viruses with the intention or effect to cause such systems to stop, fail or function otherwise than is intended by the **motorcycle** Manufacturer.

## Section 2

### Your liability

**Persons insured** are covered against all amounts which may have to be paid as a result of them being legally liable for an incident involving **your motorcycle**, or any trailer while it is being towed by **your motorcycle**, resulting in:

- another person's death or injury
- damage to another person's property (up to a maximum amount of £20,000,000 plus a maximum amount of £5,000,000 to cover any claimant's costs and expenses).



#### Important note

If **your motorcycle** is carrying any of these high category hazardous goods or being used or ridden at any of these hazardous locations, the amount **we** will pay for damage to another person's property will be limited to £1,200,000 or such greater sum as may be required to meet the minimum insurance requirements of the Road Traffic Acts.

#### High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

1: Explosives; 5.2: Organic peroxides; 6.1: Toxic substances; 6.2: Infectious substances; 7: Radioactive materials.

#### Hazardous Locations

Power stations; Nuclear installations or establishments; Refineries, bulk storage or production premises in the oil, gas or chemical industries; Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries; Ministry of Defence premises; Military bases; Rail trackside; Any other rail property to which the public do not have lawful access.

### Legal costs

**We** will pay the legal costs of any legal representative **we** agree to, to defend any **persons insured** at a coroner's inquest or fatal accident inquiry or in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation following an incident covered by this section. This cover does not extend to a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence) or appeals.

### Liability of other persons riding or using your motorcycle

Cover under this section will also apply on the same basis for the following persons:

- Any person given permission by **you** to ride **your motorcycle** provided that your **Certificate of motor insurance** allows that person to ride **your motorcycle**.
- Any person given permission by **you** to use (but not ride) **your motorcycle**, but only while using it for social, domestic and pleasure purposes.
- Any passenger travelling on or getting on or off of **your motorcycle** or any passenger travelling in or getting in or out of your sidecar.

- The employer or business **partner** of the person using any **motorcycle** for which cover is provided under this section while the **motorcycle** is being used for business purposes, as long as your **Certificate of motor insurance** allows business use. This does not apply if:
  - the **motorcycle** belongs to or is hired by such employer or business partner;
  - the **policyholder** is a corporate body or firm.

## Duty of care – riding at work, legal costs

We will pay:

- the person insured's legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- costs of prosecution awarded against the defendant arising from any health and safety inquiry or criminal proceedings for any breach of the:
  - Health and Safety at Work etc. Act 1974 – Covered up to £100,000;
  - Health and Safety at Work (Northern Ireland) Order 1978 – Covered up to £100,000;
  - Corporate Manslaughter and Corporate Homicide Act 2007 – Costs covered are unlimited.



### Exclusions to Duty of care - riding at work, legal costs

We will not pay:

- unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and in connection with the business;
- unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of a person insured, of any **motorcycle** or trailer in circumstances where compulsory insurance or security is required by the Road Traffic Acts;
- in respect of proceedings which result from any deliberate act or omission by any **persons insured**

## Riding other motorcycles

We will insure **you** while riding any other **motorcycle** (as long as **you** don't own it, or it is not being provided to **you** under a hire purchase agreement or any other finance agreement) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man providing:

- **you** are riding the **motorcycle** with the owner's express consent;
- **you** still have **your motorcycle** which has not been damaged beyond cost effective repair;
- **you** are aged 25 or above at inception or renewal of this policy;
- the **Certificate of motor insurance** indicates that **you** can ride other **motorcycles**.

Riding other **motorcycles** is only available for the **policyholder**.



### Important note

The cover provided to the policyholder is limited to third party damages only.

## Exclusions to Section 2



What **we** won't pay for:

- anything which **persons insured** can claim for under another policy.
- the death of, or injury to any employee of the **persons insured** which arises out of, or in the course of, that employee's duties, unless **we** must provide cover under the Road Traffic Acts.
- loss of or damage to property that:
  - belongs to or is in the care of any **persons insured** who claim under this section, or
  - is being carried on **your motorcycle**.
- damage to the **motorcycle** covered by this section.
- loss, damage, injury or death while any **motorcycle** is being used on:
  - that part of an aerodrome or airport used for aircraft taking off or landing;
  - aircraft parking areas including service roads;
  - ground equipment parking areas; or
  - any parts of passenger terminals within the Customs examination area; unless **we** must provide cover under the Road Traffic Acts.
- any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the Road Traffic Acts:

(a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- (i) the use or threat of force and/or violence  
and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of (a) and (b), where **we** must provide cover under the Road Traffic Acts, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a **motorcycle** or **motorcycles** ridden or used by any **persons insured** for which cover is provided under this section, will be:

- (i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause, or
- (ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.



- loss, damage, injury or death directly caused by pollution or contamination unless caused by a sudden identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance** except where such liability is required to be covered under the Road Traffic Acts. For the purposes of this exclusion, pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- death or injury of any person caused by:
  - anything harmful contained in goods supplied; or
  - any harmful or incorrect treatment given at or from **your motorcycle** or any **motorcycle** covered by this section.
- loss, damage, injury or death that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the rider or attendant of **your motorcycle**, bringing a load to **your motorcycle** for loading or taking a load away from **your motorcycle** after unloading it.
- any claim if any **persons insured** under this section does not keep to the terms and conditions of this policy.

### Section 3 – Emergency treatment

We will reimburse any person using **your motorcycle** for payments made under the Road Traffic Acts for emergency medical treatment.

A claim solely under this section will not affect your no claim discount.

### Section 4 – No claim discount

If you don't make any claims during the period of insurance, your number of years no claim discount will increase at your next renewal.

Number of years no claim discount will be earned by you and is not transferable to any other person.

The table in the 'Protected no claim discount – optional cover' section outlines how your number of years no claim discount will be impacted where a claim has been made.



#### What if the claim isn't my fault?

Irrespective of whether you are found to be at fault or not at fault, if a claim is made and we have to pay, your number of years no claim discount will be reduced (in line with the table below) unless we recover all costs from the responsible party.

#### Claims solely under the following section will not reduce your number of years no claim discount

- Section 2. Emergency treatment section only

## Protected no claim discount – optional cover

This is an optional cover and only applies if shown on your schedule.

You can protect your number of years no claim discount when you have earned four or more years.

Protecting your number of years no claim discount does not protect the overall price of your insurance premium.

Your number of years no claim discount now	Number of claims made in the period of insurance	Your number of years no claim discount from next renewal		
		If you'd protected it	If you hadn't protected it	
0 years	0	Protection not available	1 year	
	1 or more		0 years	
1 year	0	Protection not available	2 years	
	1 or more		0 years	
2 years	0	Protection not available	3 years	
	1 or more		0 years	
3 years	0	Protection not available	4 years	
	1		1 year	
	2		0 years	
	3 or more		0 years	
Your number of years no claim discount now	If you'd protected it		If you hadn't protected it	
	Number of claims made in any 5-year period	Your number of years no claim discount from next renewal	Number of claims made in the period of insurance	Your number of years no claim discount from next renewal
4 years	0	5 years (protected)	0	5 years
	1	4 years (protected)	1	2 years
	2	4 years (protection lost)	2	0 years
	3	2 years	3	0 years
	4 or more	0 years	4 or more	0 years
5 or more years	0	5 or more years (protected)	0	5 or more years
	1	5 or more years (protected)	1	3 years
	2	5 or more years (protection lost)	2	1 years
	3	3 years	3	0 years
	4	1 year	4	0 years
	5 or more	0 years	5 or more	0 years

## Uninsured driver promise

We will not reduce your number of years no claim discount if you are hit by an uninsured driver and the accident was not your fault, and you provide us with:

- The vehicle registration and the make/model of the other vehicle, and
- The other driver's name and contact details

## Section 5 – Continental use – Compulsory insurance

This policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 8 of the EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

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

- **your motorcycle** normally being kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
- use of **your motorcycle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip, and not exceeding a total of six months in any **period of insurance**.

Cover includes:

- transit between the countries listed in the **territorial limits** (including transit to and from the **territorial limits**).
- reimbursement of any customs duty **you** may have to pay on **your motorcycle** after its temporary importation into any country within the **territorial limits**, subject to your liability arising as a direct result of any loss of or damage to **your motorcycle** which is covered under 'Section 1 – Loss of or damage to **your motorcycle**'.
- general Average contributions, Salvage, Sue and labour charges whilst **your motorcycle** is being transported by sea between any countries listed in the **territorial limits** (including transportation to and from the **territorial limits**) provided that loss of or damage to **your motorcycle** is covered under 'Section 1 – Loss of or damage to **your motorcycle**'.



### Important note

Although the UK is no longer part of the European Union, your **Certificate of motor insurance** provides sufficient evidence for travel in the **territorial limits**.

For some countries, **you** might need an International Driving Permit (IDP). IDPs are available at post offices.

There is no cover for countries outside the **territorial limits**.

## General exclusions

### These exclusions apply to all covers in this booklet.



What **we** won't pay for:

- any accident, injury, loss or damage while any **motorcycle** that is insured under this policy is being:
  - (a) used otherwise than for the purpose described under the 'Limitations as to use' section of your **Certificate of motor insurance**, or
  - (b) ridden by or is in the charge of any person for the purposes of being ridden who:
    - (i) is not described under the section of your **Certificate of motor insurance** headed 'Persons or classes of persons entitled to ride', or does not have a valid, current and appropriate (for the type of **motorcycle**) licence to ride **your motorcycle**, or
    - (ii) is not complying with the terms and conditions of the licence.

**We** will not withdraw this cover,

- (i) while **your motorcycle** is in the custody or control of:
  - a member of the motor trade for the purposes of maintenance or repair, or
  - an employee of a hotel or restaurant or **motorcycle** parking service for the purpose of parking **your motorcycle**.
- (ii) if the injury, loss or damage was caused as a result of the **theft of your motorcycle**.
- (iii) by the reason of the person riding not having a driving licence, if **you** had no knowledge of such deficiency.
- (iv) if **your motorcycle** is being used by any **persons insured** in connection with unpaid voluntary work
- any liability **persons insured** have agreed to take on except to the extent **persons insured** would have had that liability if that agreement did not exist.
- loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or any legal liability that is directly or indirectly caused by, contributed to by or arising from:
  - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic explosive or hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power.



(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.

- any accident, injury, loss or damage if **your motorcycle** is registered outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- any loss or damage arising from a deliberate act by **you** or any person riding or using **your motorcycle**.
- Any accident, injury, loss or damage arising from the use of **your motorcycle** while taking part in any competitions, trial, performance test, race or trial of speed, including off road events and **track days**, whether between motorcycles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
- Any accident, injury, loss or damage which happened whilst **you** or any **persons insured** to ride **your motorcycle** as named on your **Certificate of motor insurance** was riding **your motorcycle** and was arrested and charged with:
  - being over the legal limit for alcohol or drugs
  - riding whilst unfit through alcohol or drugs, whether prescribed or otherwise
  - failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, our liability under Section 2, will be restricted to meeting obligations under the Road Traffic Acts. In those circumstances **we** will recover from **you** and/or the person insured riding **your motorcycle** all sums paid in respect of any claim arising from the accident.

- Any consequence whatsoever which is directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **cyber act** except to the extent that **we** must provide cover under the Road Traffic Acts.
- Any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data** except to the extent that **we** must provide cover under the Road Traffic Acts.

# General Conditions

## These conditions apply to all covers in this booklet.

### Claims Procedures

#### Your duties

**You** must contact **us** as soon as reasonably possible and provide all the information, documents, evidence and help **we** need to settle your claim or pursue a recovery.

Anyone claiming under this policy or anyone acting on their behalf must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of an incident or if there is to be an inquest or fatal accident inquiry.

Anyone claiming under this policy must not admit to any claim, promise any payment or refuse any claim without our consent.

**You** must notify the police as soon as reasonably possible if your vehicle is lost, stolen or broken into.

#### Our rights

If **we** want to, **we** can take over and conduct in the name of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy.

**We** shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this policy shall give **us** all the relevant information, documents and assistance **we** require to enable any claim to be validated for **us** to achieve a settlement or pursue a recovery.

**Below are some examples of what we may request. However, we may also ask for further information, documents and assistance relevant to your claim.**

Information	Documents	Assistance
<ul style="list-style-type: none"><li>• Details of third parties and witnesses</li><li>• Statement of events relating to your claim</li><li>• Sketch or photograph of the accident scene</li><li>• Dashcam footage</li><li>• Correspondence received from another party (including court papers)</li></ul>	<ul style="list-style-type: none"><li>• Driving licence</li><li>• Proof of identity and address</li><li>• <b>Motorcycle</b> documentation such as V5, MOT and proof of purchase</li><li>• Receipts and invoices</li><li>• Finance documents</li></ul>	<ul style="list-style-type: none"><li>• Attendance at court</li><li>• Meetings with solicitors or <b>us</b></li></ul>

# Cancelling this policy

## Your rights

**You** can cancel the policy at any time by contacting your insurance adviser.

## Our rights

**We** may cancel this policy where there is a valid reason, for example where:

- **you** have not paid your premium when due.
- **we** reasonably suspect fraud.
- **you** or any **named rider** fail to co-operate with **us** or give **us** information or documentation **we** ask for, and this affects our ability to process a claim or defend our interests.
- **you** have not given complete and accurate answers to the questions **we** ask.
- **you** harass our staff or representatives, or behave in an abusive, hostile or threatening manner.

Where **we** cancel, we'll always give **you** at least 7 days' notice by post or email to the last address you've given **us** and tell **you** the reason why. The exception is where **we** have evidence that **you** have acted fraudulently or deliberately given **us** incorrect or incomplete information when **we** may cancel your policy without notice and backdate the cancellation to the date when this happened, which could be when **you** first bought your policy.

## Will I get a premium refund?

- If your policy is cancelled before the cover starts we'll refund the premium you've paid for the cancelled cover; or
- If the cancellation is after cover has started your refund will be based on how many days are left in your policy period which **you** have paid for.

The refund set out above will not apply if **we** cancel your policy because of your fraud and/or **we** are legally entitled to keep the premium.

If **we** cancel the policy under this section, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium.

## Other Insurance

If, at the time of an incident that leads to a claim on this policy, there is any other insurance covering the same loss, damage, expense or liability, **we** are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This provision will not place any obligation on **us** to accept any liability under Section 2 – Your liability which **we** would otherwise be entitled to exclude under the first exclusion to Section 2.

## Your duty to prevent loss or damage

**You** and all **persons insured** must take reasonable care to safeguard **your motorcycle** to prevent accidents, **theft**, loss or damage. **You** shall maintain **your motorcycle** in a roadworthy condition and install any safety critical **software** updates made available by the **motorcycle** manufacturer.

**You** must not modify, install or permit the installation of **software** except those provided by and/or approved by the **motorcycle** manufacturer.

## Your duty to comply with policy conditions

Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

## Fraud

If your claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also take legal action against **you** to include recovery of any sums paid to **you** in respect of the fraudulent claim.

If the fraudulent claim is made by the **policyholder** or any **named rider**, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. If the fraudulent claim is made by the **policyholder**, or any **named rider**, **we** may remove all cover for that person or the entire policy from the date of the fraudulent claim.

## Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** shall be entitled to recover such payments from the relevant **persons insured** or the person who incurred the liability.

## Direct Right of Access

Third parties may contact **us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy. This may affect your no claim discount.

# Complaints Procedure

## What to do if you are unhappy

If **you** have a complaint about this insurance please contact your insurance adviser. Contact details can be found on your insurance documents.

Your insurance adviser may ask Aviva to handle your complaint.

## What will happen if you complain

### If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **you** within eight weeks of receiving your complaint, this will inform **you** of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect your legal rights.

**You** can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where **you** will find further information.



## Been involved in an accident?

Please report all accidents to us immediately on **0800 678 999** so we can tell you what to do next and help resolve any claim.

If you receive any contact from another party in relation to your claim, please re-direct this to us and we will handle it on your behalf.

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