

PETER JAMES INSURANCE



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Specialist Motorcycle Insurance

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

Keep this insurance document in a safe place.

Arranged by
Peter James Insurance

This is your specialist motorcycle insurance document. Read this booklet, the schedule and certificate carefully and keep them in a safe place. If you have any questions about any of your specialist motorcycle insurance documents, contact Peter James Insurance. If this insurance does not meet your needs, please return all the documents to Peter James Insurance, at the address shown on the front of this booklet, within 14 days of receiving them. We will return any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
 - £25 plus insurance premium tax;
- whichever is more.

If you want to cancel your cover after 14 days, the cancellation terms set out in the general conditions of this policy (see page 20) will apply. Unless we have agreed otherwise with you, English law will govern this insurance.

Our promise to you

We aim to provide a first-class service.

If you have cause to complain, or you feel that we have not kept our promise, please write to our Joint Managing Director at Peter James Insurance. You will receive acknowledgement on receipt of your letter, with details of who will be dealing with your complaint.

If your complaint is about your insurance or your insurer, write to the Chief Executive of the insurer named in your schedule against the relevant section. (Peter James Insurance can supply the relevant address on request.) When you do this please quote your insurance document number as it will help us to deal with your complaint promptly.

If your complaint is about your Peter James Insurance our aim is to resolve all complaints within eight weeks of receipt.

If your complaint is about your insurance or your insurer they will acknowledge your complaint and advise their complaints handling procedure.

If your insurance is at Lloyd's and you are still not satisfied with the way your complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case.

The address is:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel 020 7327 5693, Fax 020 7327 5225,

Email: Comlaints@Lloyds.com

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

Financial Ombudsman Service

South Quay Plaza II

183 Marsh Wall

London E14 9SR

Phone 0845 080 1800

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

Motorcycle insurance

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

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

Signed for and on behalf of the insurers



by Peter James
Joint Managing Director
Peter James Insurance

Peter James Insurance is the trading name of Peter D. James Limited. Peter D. James Limited is authorised and regulated by the Financial Conduct Authority. Their registration number is 452647. You can phone the Financial Conduct Authority on 0800 111 6768 or visit their website, which includes a list of all regulated firms, at www.fca.org.uk/register.

Peter D. James Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS website (www.fscs.org.uk)

Guidance notes

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

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

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

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

Data protection notice

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

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

We may record all phone calls you make to us and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). The DVLA and DVLNI may use information from the MID for Electronic Vehicle Licensing, and the police may search the database to find out who is insured to drive a vehicle and to prevent and detect crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID.

People with a valid claim after a road traffic accident (including people living in other countries) may also get relevant information which is held on the MID. You can find out more about this from us or by visiting www.miic.org.uk.

You should show this notice to anyone insured to drive the vehicle insured under this policy.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud, at any time we may check your details with fraud-prevention agencies and databases including the Claims and Underwriting Exchange, the MID, Insurance Hunter, the Credit Industry Fraud Avoidance System and the Motor Insurers Anti Fraud and Theft Register.

If you give us false or inaccurate information and we suspect fraud, we will record this. It is important that you give us accurate information. We and other organisations may also use and search these agencies and databases to do the following.

- Help make decisions about credit and credit-related services for you and members of your household.
- Help make decisions on applications for motor, household, credit, life and other insurance.
- Help make decisions on claims for you and other drivers under this insurance.
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity.

If you have any questions, or would like more information about this notice, please write to The Compliance Manager, Peter James Insurance.

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Guidance notes

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

Definitions

We, us

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

You

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

Schedule

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

Certificate of motor insurance

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

Your motorcycle

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

United Kingdom

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

Endorsement

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

Excess

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

Period of insurance

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

Cover

The cover you have

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

- Comprehensive - all sections apply.
- Third party, fire and theft - section 1, section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- Third party only - sections 1 and 3 apply.

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

Use

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

The following are not covered.

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

Guidance notes

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

Important

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

Guidance notes

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

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

This part covers:

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

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

Section 1 - Liability to others

Riding your motorcycle

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

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

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

Riding other motorcycles

We will also provide the cover shown above (if this is shown on your certificate of motor insurance) while you are riding any private motorcycle, scooter or moped that you do not own and have not hired under a hire-purchase or leasing agreement, as long as you have owner's permission to ride the motorcycle, scooter or moped.

Under this section you are not insured against the following:

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

Other people riding or using your motorcycle

The following people are also insured.

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

Limits of cover for property damage

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

If a claim for property damage is made against more than one person covered by this insurance, we will first deal with any claim made against you.

If a number of claims are made against you for property damage arising out of any one cause, we may pay you up to £20,000,000, less any amount we have already paid as compensation. When we pay this amount, we will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with our permission, up to the time we stop dealing with the claims.

Costs and expenses

Legal costs

If we first agree in writing, we will pay:

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

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

Business use

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

Legal personal representatives

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

Emergency medical treatment

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

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

European Union (EU) compulsory cover

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

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

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

Guidance notes

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

If anyone insured dies, covered by this insurance is charged with causing death while riding, we will arrange and pay for their defence.

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

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

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

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

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

The cover shown in your schedule will automatically apply when travelling in the European Union, Croatia, Iceland, Norway, Andorra or Switzerland (including Liechtenstein) for journeys of up to 35 days. (See section 6, Foreign use, for more details.) 35 days (see section 3, Foreign use, for more details).

Guidance notes

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

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

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

Towing

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

We will not pay any claim arising from the following.

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

We will only provide this cover if:

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

Exceptions to section 1

This section of your insurance does not cover the following.

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

Guidance notes

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

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

Guidance notes

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

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

These are the ways we may settle your claim.

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

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

Section 2 - Loss of or damage to your motorcycle

This cover only applies to your motorcycle

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

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

Accessories and spare parts

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

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

For a claim under this section we may either:

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

You must first pay any excess shown in the schedule.

The most we will pay will be either:

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

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

Transport after an accident

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

Repairs

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

Write-off (total loss)

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

Storing the motorcycle after it becomes a write-off

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

Financial interest

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

Guidance notes

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

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

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

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

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

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

Guidance notes

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

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

Excesses

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

Extra excesses for young or inexperienced riders

If your motorcycle is damaged while a young or inexperienced person (including you) is riding, you will have to pay the relevant amount shown below, on top of any other excesses which you may have to pay towards a claim.

Age of driver

- Under 21
- 21 to 24

Amount

£150
£75

Exceptions to section 2

This section of your insurance does not cover the following.

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

Guidance notes

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

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

Guidance notes

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

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

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

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

Section 3 - Foreign use

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

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

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

■ Insurance cover

This insurance is extended to apply to claims arising:

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

■ Customs duty

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

Section 4 - Personal belongings

If you are making a claim under section 2, we will also pay up to £750 if your clothes and personal belongings in or on your motorcycle are lost or damaged because of an accident, fire, theft or attempted theft.

We will not pay the first £25 of any claim for personal belongings.

Exceptions to section 4

This personal belongings cover does not apply to the following.

- Clothes and personal belongings that are not directly connected with motorcycling or are not necessary for motorcycling.
- Claims where you have not taken all reasonable steps to protect your clothes or personal belongings from loss or damage. (If you leave them with your motorcycle when you are not around, you must either store them in a locked top box or bag attached to the motorcycle, or securely attach them to the motorcycle using approved security devices.)
- Goods or samples connected with your work.
- Theft, unless the motorcycle is stolen at the same time.
- Property insured under any other contract.

Guidance notes

Your personal belongings are also covered as long as they are lost or damaged as a result of an accident, fire, theft or attempted theft covered under section 2 of the insurance.

The personal belongings cover does not apply in these circumstances.

Guidance notes

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

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

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

General terms

Changing or adding a motorcycle to this insurance

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

Removing a motorcycle or cancelling the insurance

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

Uninsured loss recovery

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

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

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

Guidance notes

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

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

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

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

Guidance notes

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

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

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

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

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

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

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

General conditions

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

You must not admit to, negotiate on or refuse any claim unless you have permission from us.
- 6 You must take all reasonable steps to protect your motorcycle from loss or damage and to maintain it in an efficient and roadworthy condition.

We can examine your motorcycle at any reasonable time.

Guidance notes

This part describes certain responsibilities and procedures.

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

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

You must report accidents and losses to us.

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

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

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

Guidance notes

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

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

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

You may cancel this insurance by returning your certificate. If you have not made a claim you may be entitled to a refund. If you cancel within 14 days of receiving your documents, and have not made a claim you will be entitled to a refund as explained on the inside front cover.

7 We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

- 8 If we accept your claim, but you and we disagree with the amount due to you, the matter will be passed to an arbitrator we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 9 We or Peter James Insurance may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we also send notice to the Department of Environment, Northern Ireland.) We will refund the part of your premium that applies to the remaining period of the insurance.
- 10 You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance. If you cancel within 14 days of receiving this document and you have not made a claim, you will receive a refund as explained on the inside front cover. If you cancel after this period, you have not made a claim and will not be making a claim, and you have not exceeded any mileage limit, we will work out the charge for the time you have been covered by your insurance (to the date we receive your certificate), and the refund you will receive, in line with the table below. If you have made a claim, or this insurance has been in force for less than 12 months, we will not give you a refund.

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

- 11 If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
- 12 If your motorcycle is stolen, you must tell the police as soon as possible.
- 13 If you make any change to this insurance, we may charge an administration fee.

Guidance notes

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

You must tell the police if your motorcycle is stolen.

Guidance notes

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

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

You should tell us about the changes shown opposite.

Important - you should immediately tell Peter James Insurance about any accident.

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

Important notice

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

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

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

Limited mileage

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

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

Endorsements

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

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

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

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

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

Endorsement number 05 - Excess

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

The amount shown is in addition to any other excess or amount you may have to pay under this insurance.

Endorsement number 10 - Agreed value

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

Endorsement number 15 - Mileage

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

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

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

Guidance notes

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

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

Guidance notes

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

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

Endorsements

Endorsement number 25 - Garage clause

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

Endorsement number 165 - Limited Vehicle Cover

You are only insured under sections 1 & 2 and the following exclusions are applicable:-

Section 1

- i. Any damage loss or injury caused while the vehicle is being driven or used under its own power.

Section 2

- i. Any claim arising whilst your vehicle is being driven under its own power
- ii. Any claim arising whilst the vehicle is being serviced, maintained or repaired (unless the claim arises because of a fire)