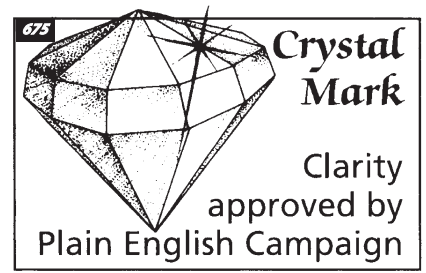




# Motorcycle

POLICY





MCERS 09/08

## Our promise to you.

We aim to provide a first-class service.

If you have any cause to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. When you do this, quote your insurance document number, which is on your certificate of motor insurance and schedule.

Send your complaint to:

Equity Red Star, Library House, New Road, Brentwood, Essex CM14 4GD.

- After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.

The address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

- If you are still not satisfied, you may refer your complaint to the Financial Ombudsman Service (FOS).

The address is:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.

(These procedures do not affect your right to take legal action if necessary).

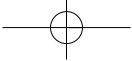
## This is your Equity Red Star Motor Cycle Insurance Document.

Read this booklet, the schedule and certificate carefully and keep them in a safe place.

If you have any questions about any of your motor insurance documents, call your insurance adviser or Equity Red Star office.

This insurance is written in English and all communications about it will be in English.

Unless we have agreed otherwise with you, this insurance is governed by English law.

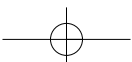


### **About Equity Red Star**

Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. Our registration number is 204851. You can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or you can contact the Financial Services Authority on 0845 606 1234.

Equity Syndicate Management Ltd is registered in England number 426475. The registered office is at Library House, New Road, Brentwood, Essex, CM14 4GD.

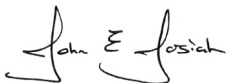
As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. For compulsory types of insurance the claim will be met in full. You can get more information about the compensation scheme arrangements from the FSCS or you can visit the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).



## Motorcycle insurance

This document is a legally-binding contract of insurance between YOU (the insured) and US (Equity Red Star). 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 this 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.

Signed for and on behalf of  
EQUITY RED STAR



Underwriter

## Definitions

**We, us** - Equity Red Star.

**Equity Red Star** - is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

**You** - the person named as 'the insured' in the schedule, or as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

**The schedule/amended schedule** - the document showing the vehicle we are insuring and the cover which applies.

**Certificate of Motor Insurance** - a document which is legal evidence of your insurance and which forms part of this document, and which must be read with this document.

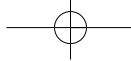
## Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations the guidance notes must be read with the full text of your 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 supplied or any change you want us to make to the document. If you don't you may not be covered by this insurance.



**Definitions** (continued)

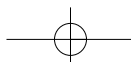
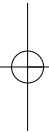
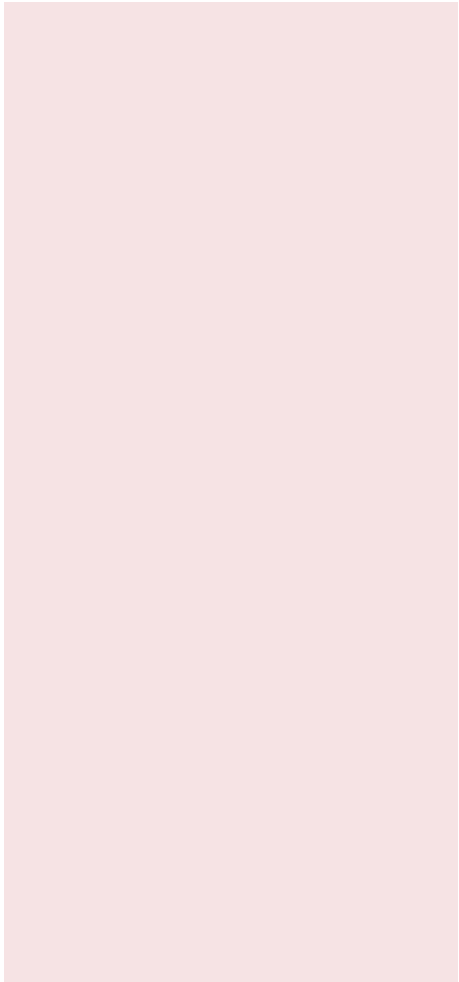
**Your vehicle, the insured vehicle** - any vehicle specified in the schedule or described in the current certificate of motor insurance (and under section 1 only, an attached trailer).

**United Kingdom** - England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Endorsement** - a change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the schedule or a revised schedule.

**Excess** - a contribution by you towards a claim under this insurance.

**Period of insurance** - the period of time covered by this insurance (as shown in the schedule) and any further period we accept your premium for.



## Claims helpline

### Accident and theft damage

**Claims helpline**  
**0844 800 1932**

If your vehicle is damaged as a result of an accident, fire, theft or vandalism call our **24-hour helpline** on the phone number shown above.

## Claims procedures

**Important:** Do not admit that you are responsible, or make any offer, promise or payment without written permission from us.

Follow the procedures below.

- Send us written details as soon as possible after any accident, injury, loss or damage.
- Send us, unanswered, any letter or other communication as soon as you receive it from anyone else involved.
- Immediately tell us about any prosecution, coroner's inquest or fatal accident inquiry involving any person covered by this insurance.
- Give us all the information and help we need.

## Guidance notes

If you need to make a claim you can call our helpline which is open 24 hours a day, 365 days a year. Our staff will deal with your claim quickly, avoiding any further stress or worry.

Please have your current certificate of motor insurance available when you phone.

We may take control of handling and negotiating any claim. We may take over the rights of any person covered under this insurance.

**Index**

	<b>(In page order)</b>	<b>Page</b>	<b>(In alphabetical order)</b>	<b>Page</b>
Definitions	- The meaning of certain words and phrases	1	Accessories and spare parts	11
Claims helpline	- Details of our 24-hour helpline	3	Changing or adding a vehicle to this insurance	18
Index	- A guide to this document	4	Claims helpline	3
Cover	- The cover you have	5	Costs and expenses	8
Section 1	- Liability to others	6	Cover	5
	- Costs and expenses	8	Definitions	1
	- European Union (EU) Compulsory cover	8	Endorsements	25
	- Towing	9	European Union (EU) Compulsory cover	8
	- Exceptions to section 1	10	Exceptions to section 1	10
Section 2	- Loss of or damage to your vehicle	11	Exceptions to section 2	14
	- Accessories and spare parts	11	Financial interest	13
	- Repairs	12	Foreign use	15
	- Total loss (write-off)	12	General conditions	21
	- Financial interest	13	General exceptions	19
	- Loss of or damage to other vehicles	13	Important notice	24
	- Exceptions to section 2	14	Index	4
Section 3	- Foreign use	15	Liability to others	6
General terms	- No claim bonus	17	Loss of or damage to other vehicles	13
	- Changing or adding a vehicle to this insurance	18	Loss of or damage to your vehicle	11
General exceptions	- Restrictions which apply to your insurance	19	No claim bonus	17
General conditions	- Certain conditions that you must keep to	21	Repairs	12
Important notice	- Certain changes must be notified	24	Total loss (write-off)	12
Endorsements	- Changes to the terms of the insurance	25	Towing	9

## Cover

### The cover you have.

Your schedule shows you what cover you have. The different types of cover are listed below. Find the cover you have and see the sections that apply.

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

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 endorsement.

The following uses are not covered.

- Despatch, courier and messenger services, or food delivery.
- Racing, pacemaking or being in any contest or speed trial.  
(Road safety rallies and treasure hunts will be covered.)
- Riding on any race track or circuit other than accidents to which the Road Traffic Act applies.
- Trials (apart from where your vehicle is travelling on a road which the public has access to).
- Hiring - letting out your vehicle for a sum of money.

## Guidance notes

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

**Important:** The certificate of motor insurance describes what you can use your vehicle for.

### Guidance notes

This section shows the cover provided for claims made by other people for injury to them or damage to their property.

This part covers claims made against you.

This section allows you to drive any motorcycle you do not own, or have not hired or leased (providing your certificate of insurance permits this).

There is no cover for loss or damage to that vehicle under this insurance.

This part covers claims made against people other than yourself from incidents involving your vehicle. It covers other people driving your vehicle with your permission (if shown on the certificate).

## Section 1 - Liability to others

### Driving your vehicle

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

- death or injury to other people; or
- damage to property;

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

### Driving other vehicles

We will also provide the cover shown above (if this is specified in your certificate of motor insurance and your vehicle has an engine size of 351cc's or more), for you to drive any motorcycle that you do not own and have not hired under a hire purchase or leasing agreement, as long as you have the owner's permission to drive it.

You are not insured against the following.

- Any loss or damage to the vehicle you are driving.
- Any event which happens outside of the United Kingdom.
- Any event which happens when the insurance is not in the name of an individual person.
- Any liability if you no longer have possession of the insured vehicle.

### Other people driving or using your vehicle

The following people are also insured.

- Any person you allow to drive or use your vehicle, 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 the insured vehicle as long as you ask us in writing, after the accident, to indemnify the passenger.

### **Limits of indemnity to property damage**

The most we will pay for damage to property is £20,000,000 for any one claim or claims arising out of one incident.

The most we will pay for costs and expenses arising from damage to property is £5,000,000 for any claim or claims arising out of one incident.

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

### **Business use**

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle 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, provided that the claim is covered by this insurance.

### **Guidance notes**

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

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

## Guidance notes

- We will pay the solicitor's fees for representing or defending anyone we insure.
- If any person covered by this insurance is charged with causing death whilst driving, we will arrange and pay for their defence.
- We will pay any legal costs and expenses we have agreed to.

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

If we only make a payment under this paragraph, this will not affect your no claim bonus.

The 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 also automatically apply when travelling to a country within the European Union, Norway, Switzerland (including Liechtenstein) or Andorra. You must, however, contact us if you are planning to visit any other country (see section 3 - Foreign use).

## Costs and expenses

### Legal costs

If we first agree in writing, we will pay:

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

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

### Emergency medical treatment

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

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

(We must provide this cover under the Road Traffic Act.)

### European Union (EU) (Compulsory cover)

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

- 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 will automatically apply when you travel to a country within the European Union, Norway, Switzerland (including Liechtenstein) or Andorra, as long as each trip is for no more than 60 days. If you are travelling for more than 60 days or if you are travelling to any other country and you need the full cover shown in the schedule, you must tell us, in writing, and pay an extra premium for the cover (see section 3 - Foreign use).

## Towing

Under this section we will insure you while any vehicle 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 for reward.
- If more than one trailer is being towed at any one time.

We will only provide cover if:

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

## Guidance notes

Under this section you can tow a trailer.

You are only covered for claims made against you.

- 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 payment for towing the trailer.
- You must only be towing one trailer.
- The trailer must be properly secured to your vehicle.
- The way you are towing the trailer must meet any law and the manufacturer's guidelines.

### 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;
- is claiming for loss of or damage to any insured vehicle or property belonging to them; or
- is claiming for death or injury to any employee during the course of their work other than accidents to which the Road Traffic Act applies.

### Exceptions to section 1

**This section of your insurance does not cover the following.**

- Anyone covered by any other insurance.
- Loss of, or damage to, any property belonging to (or in the care of) any person claiming under this section of the insurance.
- Loss of or damage to any motor vehicle covered under this insurance.
- Death of, or bodily injury to, any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- Any liability, loss or damage arising directly or indirectly from acts of terrorism, (as defined in the UK Terrorism Act 2000) unless we need to provide the minimum insurance needed under the Road Traffic Act.

## Section 2 - Loss of or damage to your vehicle

### This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage and vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking the vehicle without your permission.

### Accessories and spare parts

Your vehicle's spare parts and fitted accessories up to a maximum of £100 in total are insured in the same way as long as they are permanently attached to your vehicle. (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 a total of £100.

### For a claim under this section we may either:

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

### The most we will pay will be either:

- the market value of your vehicle immediately before the loss (including a maximum of £100 for its permanently-fitted accessories and spare parts) up to the value shown in the schedule; or
- the cost of repairing the vehicle;

whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle 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 repair or replacement.

### Guidance notes

Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

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

These are the ways we may settle your claim.

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

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

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

## Guidance notes

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

Emergency assistance can be arranged, by calling our **24-hour helpline on 0844 8001932**.

We will only pay the costs of collecting the vehicle, estimating for the work and storing the vehicle, if we have agreed this with you (except when these costs arise from an emergency situation).

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

## Repairs

If your vehicle cannot be driven after an accident, contact our **24-hour helpline**, if possible, by calling **0844 8001932**. We will then arrange for the vehicle to be collected immediately. Do not try to move the vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of you trying to move your vehicle, we will not pay any extra cost arising from that damage.

If your vehicle can be driven safely, return it to your home address before calling the **24-hour helpline**. Where necessary, we will arrange for it to be collected and inspected.

We will only pay the reasonable cost of taking your vehicle to a repairer near to your vehicle's location, and the costs of estimating for work and storing the vehicle, if we have agreed to pay these costs. You do not need our agreement in an emergency.

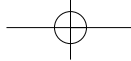
We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with the repairer over costs.

## Total loss (write-off)

If your vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle 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 vehicle then becomes our property.



### **Financial interest**

If the vehicle belongs to someone else, or is part of a hire purchase or leasing agreement, we will normally pay an amount for the total loss of the vehicle to the vehicle's legal owner.

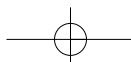
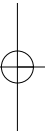
### **Loss of or damage to other vehicles**

We will not cover loss of or damage to any vehicle which you are driving or using, which does not belong to you, is not being bought by you under a hire purchase agreement or is leased to you (unless that vehicle is shown in the schedule).

### **Guidance notes**

If the vehicle is on hire purchase or belongs to someone else we may settle the claim directly with them.

We will not pay for loss or damage if the vehicle is not your own, unless it is shown in the schedule.



## Guidance notes

**Important.** There are certain circumstances which are not covered and these are shown opposite.

It is important that all reasonable measures are taken to avoid loss or damage, such as removing your keys from the ignition when the vehicle is unattended. (For example, do not leave the keys in the ignition when paying for petrol, or leave the vehicle unattended and the engine running.) Also make sure that any immobiliser or alarm system is turned on. You should take as many precautions as you can to protect your vehicle. (For example applying the steering lock, fitting alarms, strong chains and padlocks.) **If you fail to secure your vehicle, your insurance may not cover you.**

## Exceptions to section 2

**This section of your insurance does not cover the following.**

- The amount of any excess shown in the schedule.
- An amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Loss of or damage to audio equipment.
- The cost of paintwork above the cost of replacing the manufacturer's standard paintwork.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to your vehicle.
- Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- Accessories and spare parts being stolen, unless the motorcycle is stolen at the same time.
- Loss of or damage to personal belongings (such as crash helmets and protective clothing).
- Any amount over the last known list price of any part or accessory, plus the reasonable cost of fitting the part or accessory, if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom.
- Loss of or damage to the vehicle by someone who got it by fraud or deception.
- Loss resulting from repossessing the vehicle and returning it to its rightful owner.
- Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking it and driving it if:
  - it has been left unlocked;
  - it has been left with the keys in it; or
  - reasonable precautions have not been taken to protect it.

## Section 3 - Foreign use

If you wish to go abroad, we may ask for an extra premium and agree to extend the cover for your vehicle so the following benefits apply. Cover will automatically be extended when you travel to a country in the European Union, Norway, Switzerland (including Liechtenstein) or Andorra (see below for details).

### ■ Insurance cover

This insurance is extended to apply to claims occurring:

- in any country which we have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where you have cover, as long as the vehicle is being transported by rail or by a recognised sea route of not more than 65 hours.

### ■ Customs duty and other charges

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

We will automatically provide cover when you visit any country which is a member of the European Union, Norway, Switzerland (including Liechtenstein) or Andorra. There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 60 days.

This cover applies if:

- your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- your visit to such countries is temporary.

### Guidance notes

This section describes the cover available if you take your vehicle abroad. Unless we agree to extend your insurance, the cover is limited to the minimum cover you need under the law of the relevant country.

When travelling abroad please apply to us before your trip and we will normally agree to extend your cover (cover will automatically apply when you travel to a country in the European Union, Norway, Switzerland (including Liechtenstein) or Andorra. The extended insurance will then cover you in the countries which we have agreed to provide cover in, and when your vehicle is travelling by rail or sea between those countries.

If your vehicle suffers any loss or damage that is covered by this insurance and the vehicle is in a country where you have cover, we will refund any customs duty you pay to temporarily import your vehicle. We will also pay the reasonable cost of delivering the vehicle to you after repairs have been made.

### Guidance notes

We will give you free cover if you are travelling to a country in the European Union, Norway, Switzerland (including Liechtenstein) or Andorra, as long as each trip is for no more than 60 days. Before you make your first trip, contact your intermediary for information needed for travelling abroad. This information should be kept in a safe place ready for any future trips.

You must take your certificate of motor insurance with you when travelling abroad.

Before you take your first trip to a country in the European Union you should contact your intermediary to get useful information about driving in Europe. The information they send you will include addresses of who to contact if you have an accident and a European Accident Statement form for you to fill in.

You must remember to take all of this information with you when you travel and keep it in a safe place ready for any future trips.

## General terms

### No claim bonus

If a claim is not made under this insurance during the periods shown below, we will reduce your renewal premium as follows.

Number of years with no claim	Reduction
One year	15%
Two years	25%
Three years	33⅓%
Four years	40%
Five years	50%

If only one claim is made in any period of insurance, and if the terms and conditions do not change, any no claim bonus which you have earned will be reduced at your next renewal as follows.

- From 50% to 33⅓%
- From 40% to 25%
- From 33⅓% to 15%
- From 25% or 15% to nil

If two or more claims are made in any period of insurance, you will lose your no claim bonus. If more than one motorcycle has been included at a reduced rate, then only one no claim bonus will apply overall. A separate no claim bonus will only apply to each motorcycle if the full premium has been paid for each machine.

Your no claim bonus cannot be transferred to another person.

### Emergency medical treatment

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

### Guidance notes

This clause shows how your premium will be reduced if a claim is not made.

This is a 'no claim bonus' and not a 'no blame bonus'. If you make a claim for an event which is not your fault, and we have to make a payment, this will affect your no claim bonus unless we can recover our expenses from the person responsible for the event.

If two or more claims arise in any period of insurance, you will lose any no claim bonus you have.

You cannot transfer your no claim bonus to someone else.

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

### Guidance notes

We must be told about, and agree to, any new or extra vehicle. If there is any change in premium, we will let you know and send you a new schedule.

### Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance, or obtain an extra vehicle which you want cover to apply to, you must tell us in writing and we must agree before cover can start. (You may need to return your certificate of motor insurance when you change the vehicle covered by this insurance.) We will give you advice on any change in premium and we will send you a new schedule confirming our acceptance.

If you do not need any further insurance cover, you must return the certificate of motor insurance to us, and the cover will then end.

Your insurance cannot be suspended.

## 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 vehicle covered by this insurance is being:
  - used for a purpose which the vehicle is not insured for;
  - driven by or is in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
  - driven by anyone (including you) who you know is disqualified from driving, or does not hold a valid driving licence, and CBT certificate if required, in accordance with current legislation or has not held a driving licence or is prevented by law from holding or obtaining one (unless they do not need a licence by law); 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 that is also covered by any other insurance.
3. Any liability, loss or damage that occurs outside the United Kingdom (apart from where cover is provided under section 3 - Foreign use, or unless you have paid an extra premium to extend your cover).
4. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
5. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military or usurped power (except where we need to provide cover to meet the minimum insurance required by the relevant law).

(continued over the page)

### Guidance notes

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

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 extend outside the United Kingdom, except where cover is provided by section 3 - Foreign use.

In the event of a war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

### Guidance notes

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

We will not cover proceedings brought or judgments passed 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. 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 need to provide cover to meet the minimum insurance required by the relevant law);
  - 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 assembly or nuclear part of that assembly;
  - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law); or
  - pressure waves caused by aircraft and other flying objects.
7. Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.
8. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of the insurance. We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.  
 This insurance does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from your vehicle caused by failure to properly maintain it.  
 This exception does not apply where we need to provide the minimum level of cover required by law.

## General conditions

1. We will only provide the cover described in this insurance if:
  - anyone claiming protection has met all the conditions in this document; and
  - the information you gave on your proposal form, 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 your insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to your claim being denied or the insurance not being valid.
3. If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end.
4. If you, or anyone acting on your behalf, provide false or stolen documentation in support of a claim, we will not pay the claim and this insurance will end.
5. After any loss, damage or accident you must give us full details of the incident, in writing, as soon as possible. You must also give us any information and assistance that we may ask for.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. 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. All reasonable steps must be taken to protect your vehicle from loss or damage and to maintain it in an efficient and roadworthy condition.

We must be allowed to examine your vehicle at any reasonable time.

(continued over the page)

## Guidance notes

This part describes certain responsibilities and procedures.

The insurance only covers any person who meets these conditions. The information given to us in the proposal form, declaration or statement of insurance (which is the basis of this contract) must be true and complete, as far as you know.

We will not pay a claim which is false, fraudulent or exaggerated.

We will not pay a claim if false or stolen documents are used.

The procedure for reporting 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 may admit any liability or negotiate any claim without our written permission.

Your vehicle must be kept in an efficient and roadworthy condition and be protected from loss or damage.

**Guidance notes**

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

When we accept a claim but we disagree 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 may cancel the insurance by sending you seven days' notice in writing. If we do so, you are entitled to a refund of part of your premium.

You may cancel this insurance and be entitled to a refund if a claim has not been made and you return the certificate.

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 disagree with the amount due to you, the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

9. We or your intermediary may cancel this insurance by sending seven days' notice, in writing, to your last known address (and in the case of Northern Ireland also to the Department of the Environment, Northern Ireland). We will refund the part of your premium which applies to the remaining period of the insurance. We will send this refund to your insurance adviser.

10. You may cancel this insurance at any time by telling us in writing and sending back your certificate of motor insurance and the schedule. If a claim has not been made in the current period of insurance, we will work out the charge for the time you have been covered by your insurance (using our short-period rates shown below) to the date we receive your certificate. We will then refund any amount we owe you. If a claim has been made, we will not give you a refund.

Period you have had cover for	up to 1 month	up to 2 months	up to 3 months	up to 4 months	up to 6 months	up to 8 months	over 8 months
Percentage of annual premium covering that period	25%	37.5%	50%	62.5%	75%	87.5%	Full premium
Percentage of refund	75%	62.5%	50%	37.5%	25%	12.5%	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. **Your right to change your mind**  
If this insurance does not meet your needs, you may cancel the insurance by sending written notice and returning your documents, including the certificate of insurance, within 14 days of receiving it. As long as your vehicle has not been written off as a result of a claim under this insurance, we will return any premium paid, less a charge equal to the period of cover you have had. This charge will be at least £15 plus Insurance Premium Tax (IPT).

### Guidance notes

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

## 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 your insurance adviser.

You should tell us about the changes shown opposite.

**Important:** You should immediately write and tell us about any accident.

## Important notice

You must tell us as soon as possible about any changes which affect your insurance and which have occurred since the insurance started or since the last renewal date. If you are not sure whether certain facts are relevant, please ask your insurance adviser or Equity Red Star office. If you do not tell us about relevant changes, your insurance may not cover you fully, or at all.

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

- Any change of the drivers to be covered.
- A change of vehicle (including extra vehicles).
- All changes you or anyone else make to the vehicle if these make the vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use the vehicle for.
- Details of any driver you have not told us about before or who is excluded by the certificate of motor insurance or an endorsement but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed penalty motoring offence of any person allowed to drive or of any future prosecutions for any motoring offence.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving anyone else's vehicle.
- Details if you or any other person allowed to drive your vehicle suffers from a notifiable condition not notified to DVLA or any condition for which DVLA have restricted the licence.

## Endorsements

### **Important - This appendix forms part of the insurance.**

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

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

If an endorsement number is followed by a vehicle registration number, the specified endorsement will only apply to the vehicle 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 01 - Damage, fire and theft excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of this document.

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

### **Endorsement number 11 - Drinks and drugs clause**

If an accident, which happens when the person named against this endorsement number is driving the insured vehicle, results in that person being convicted of an offence involving drink or drugs, or an equivalent offence under the laws of other countries where this insurance provides cover, the cover we provide for that accident is limited to the minimum cover needed to meet the relevant law.

### **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'.

### **Endorsement number 18 - Owner's endorsement**

The person or organisation named against this endorsement number owns the vehicle.

### **Endorsement number 29 - Accessories limit increased**

The limit under section 2 of £100 for accessories, is increased to the amount shown against this endorsement number.

### **Endorsement number 31 - No claim bonus removed**

The 'No claim bonus' section of this document does not apply.

### **Endorsement number 32 - Fire and theft excess**

We will not pay the first amount shown in the schedule for any fire and theft claim made under section 2 of this document.

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

### **Endorsement number 38 - Agreed value**

If your vehicle is stolen and not recovered, or is damaged and the cost of repairs would be more than the vehicle is worth, we will pay you the amount shown against this endorsement number after we have taken off any excess that applies.

### **Endorsement number 40 - Limited mileage**

During any one period of insurance, your vehicle must not be driven for more miles than are stated against this endorsement number.

### **Endorsement number 41 - Classic bikes**

**Security-** When your vehicle is not in use it must be kept in a locked garage at the address declared to us. During the course of a journey it must be kept securely locked and immobilised while unattended.

**No Claim Bonus-** The 'No claim bonus' section of this document does not apply to this insurance.

## Endorsement number 41 continued

**Mileage-** If your vehicle was registered after 1970, it must not travel more than 3000 miles under its own power in any one period of insurance. If your vehicle was registered before 1971 there is no mileage limitation to your cover.

**Spare and Dismantled Parts-** Under section 2 - loss of or damage to your vehicle - of this document cover for accessories or spare parts is extended to include spare and dismantled parts for your vehicle(s) declared to us, while kept at the garage declared to us. The most we will pay during any one period of insurance is the market value of the parts or £500, whichever is the smaller amount.

**Rallies-** You can use your vehicle in connection with Club Rallies. This insurance does not cover your vehicle in connection with any National or International Rallies other than those in which your Club takes part.

**Excess-** We will not pay the first £50 of any claim under section 2 - loss of or damage to your vehicle - of this document.

**Breakdown and Recovery Service-** Your insurance is extended to provide a UK Breakdown and Rescue service. This cover applies if your motorcycle breaks down during the course of a journey provided you are more than one mile from your home address. This service will provide cover for recovery of your motorcycle and any costs involved, provided that the breakdown occurs within the mainland of England, Scotland, Wales and Northern Ireland.

A breakdown will include a mechanical or electrical breakdown, (failures or breakages, flat battery, puncture, lack of fuel, lost ignition keys) or damage, which is caused by an accident, vandalism or theft and results in you not being able to ride your motorcycle.

## 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'.

### Endorsement number 41 continued

The following services will apply:

#### **Roadside Assistance**

We will arrange assistance at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the motorcycle.

#### **Recovery**

If the motorcycle cannot be repaired at the scene of the breakdown, we will arrange for the reasonable costs of taking the motorcycle, you and a passenger, from the place where the motorcycle has broken down to the nearest available garage, motorcycle repairers or any one place you choose within the mainland of England, Scotland, Wales and Northern Ireland.

#### **What to do if you break down**

If your motorcycle breaks down call the 24 hour Rescue Control Centre where our trained staff will deal with you quickly.

Follow the instructions on page 33 before you telephone

### Endorsement number 54 - Excluding theft unless security device is fitted

We will not pay any theft claim under section 2, 'Loss of or damage to your vehicle', of this document unless the security device fitted or applied to your vehicle, which has been declared to us and for which a reduction in premium has been given, is in working order and has been correctly attached and switched on before the theft happened.

### Endorsement number 74 - Personal Accident and Personal Belongings Cover

In return for an additional premium, this insurance is extended to provide personal accident benefits and personal belongings cover.

#### **Personal Accident Benefits**

We will pay £10,000 if you or any permitted rider accidentally receives an injury which causes death, or the loss of any limb, or permanent blindness in one or both eyes, which occurs within two years of the accident and is the only cause of that death or injury.

### Endorsement number 74 continued

We will also pay £10,000 for permanent total disablement (excluding loss of sight or limbs), which prevents you or any permitted rider from engaging in any remunerative occupation and which after a period of two years from the date of disablement is, in the opinion of a medical referee, unlikely to substantially improve.

The injury or death must be directly connected with your vehicle's accident.

The most we will pay in any one period of insurance is £10,000.

We will make the payment to you or your legal representative. If you or any permitted rider has any other insurance contract with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;
- death or bodily injury caused by suicide or attempted suicide;
- death or bodily injury while under the influence of drugs or alcohol;
- pregnancy, childbirth, miscarriage or abortion; or
- a disability which occurred prior to the period of the insurance.

### *Personal belongings*

We will pay up to a total of £250 for crash helmets, clothing and personal belongings in or on your vehicle if they are lost or damaged as a result of an incident for which a claim is being made under section 2 of the insurance document. You must pay the first £25 of any claim under this section.

This personal belongings cover does not apply:

- to money, stamps, tickets, documents or securities;
- to goods or samples connected with your work;
- unless you take all reasonable steps to protect your crash helmet, clothes or personal belongings from loss or damage (if you leave them with your unattended vehicle, you must either store them in locked top boxes or bags attached to the vehicle, or securely attach them to your vehicle using an approved security device);
- to a theft unless the vehicle is stolen at the same time; or
- if the property is insured under any other contract.

### Guidance notes

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

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

### Guidance notes

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

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

### Endorsement number 76 - UK Breakdown, Recovery and Home service

Your insurance is extended to provide a UK Breakdown and Recovery service, should your motorcycle breakdown during the course of a journey and more than one mile from your home.

We will provide this cover for any breakdown occurring during the period of insurance and within the mainland of England, Scotland, Wales and Northern Ireland.

A breakdown will include a mechanical or electrical breakdown, (failures or breakages, flat battery, puncture, lack of fuel, lost ignition keys) or damage, which is caused by an accident, vandalism or theft and results in you not being able to ride your motorcycle.

The following services will apply.

#### **Roadside Assistance**

We will arrange assistance at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the motorcycle. If the motorcycle cannot be repaired at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the motorcycle, you and a passenger from the place where the motorcycle has broken down to the nearest available garage or motorcycle repairer.

#### **Recovery**

If the motorcycle cannot be repaired at the scene of the breakdown, we will pay the reasonable cost of taking the motorcycle, you and a passenger from the place where the motorcycle has broken-down to any one place you choose.

#### **Home Service**

If the motorcycle breaks down at your home or within one mile of your home, we will arrange assistance and pay call-out fees and labour charges needed to start the motorcycle. If the motorcycle cannot be repaired at the scene of the breakdown, we will pay the reasonable cost of taking the motorcycle to the nearest available garage or motorcycle repairer.

**Endorsement number 76...** continued***What to do if you break down***

If your motorcycle breaks down call the 24 hour Rescue Control Centre where our trained staff will deal with you quickly.

Follow the instructions on page 33 before you telephone

**Endorsement number 99**

Wherever this endorsement number is shown in the schedule it will refer to an individual endorsement supplied with your schedule or which has already been issued to you.

**Endorsement number 229 - Medication clause**

If the person named against this endorsement number is driving any insured vehicle when it is involved in an accident, and the accident is caused or contributed to by the person failing to properly carry out any prescribed treatment or report for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

**Endorsement number 312 - Protected No Claim Bonus**

If only one claim arises during any period of insurance for which the premium has been reduced by a no claim bonus, there will be no reduction in the no claim bonus allowed at the next renewal.

The benefit granted by this endorsement does not apply if more than one claim arises during any one period of insurance.

**Endorsement number 344 - Compulsory excess**

We will not pay the first amount shown in the schedule for any claim under section 2 of this document.

The amount shown is on top of any other amount which you may have to pay 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'.

### Endorsement number 379 - Specialised paintwork

In the event of a claim under section 2, 'Loss of or damage to your vehicle', of this document, we will pay up to the sum of £500 for reinstating specialised paintwork, including any engraving or precious metals, on your vehicle.

### Endorsement number 386 - Garaged vehicle clause, increased excess

You have agreed that you will keep your vehicle in a locked garage or building either at your home address or at the address declared to us when the vehicle is not being used. If a theft or attempted theft of your vehicle happens within a 500 metre radius of your home address or the garaging address when the vehicle is not in a locked garage or building, we will double the compulsory excess.

### Endorsement number 672 - Fire and theft cover only for vehicles kept in locked premises.

Your vehicle has no cover under this insurance, except when it is kept in locked premises at the address declared to us. When the vehicle is kept in the locked premises we will cover it under Section 2 of your insurance document - Loss of or damage to your vehicle, for loss or damage caused by fire, theft or attempted theft. No other cover applies.

**If your contract includes Breakdown Cover, please follow these procedures.**

If your motorcycle breaks down, call the 24-hour Rescue Control Centre where our trained staff will deal with you quickly.

- Please have the following information available when you phone.
- Your Certificate of Motor Insurance number.
- The telephone number (including the area code) you are calling from.
- The location of the broken-down vehicle, including road numbers, roads and landmarks.
- The registration number, make, model and colour of your vehicle.

**PLEASE STAY WITH THE VEHICLE UNTIL THE RESCUE VEHICLE ARRIVES**

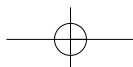
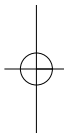
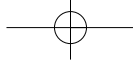
**IMPORTANT:** This insurance does not cover the cost of any parts or materials used to repair the vehicle. We will also not cover the cost of any ferry fares.

**You must take all reasonable steps to prevent a breakdown.**

**Your vehicle must not be driven in an unsafe or unroadworthy condition.**

**Guidance notes**

Important: In the event of a breakdown you should follow these instructions.



MCERS 09/08