

# Specialist Motorcycle Insurance Policy Wording FJ/PB/SMI/03/09/2024/V1114





### **Emergency Telephone Numbers**

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



This Specialist Motorcycle Insurance Policy is arranged by Footman James (a trading name of Advisory Insurance Brokers Limited) and is underwritten by Ageas Insurance Limited.

Footman James is a trading name of Advisory Insurance Brokers Limited, registered in England and Wales with company number 4043759. Authorised by the Financial Conduct Authority and listed on the Financial Services Register under registration number 313250.

Registered office: 2 Minster Court, Mincing Lane, London, EC2R 7PD.

### **Ageas Insurance Limited**

Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

### www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

This is Your Specialist Motorcycle Insurance policy wording, read this booklet, the Schedule and Certificate of Motor Insurance carefully and keep them in a safe place.

This policy wording 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. You must make sure that all of the information You have provided in the proposal form, over the phone, in claim forms and in other documents is true, complete and accurate. If You provide incomplete, false or misleading information, Your insurance may not be valid. This may mean that We do not pay all or part of any claim, cancel Your policy or treat Your policy as if it never existed. We have agreed to insure You under the terms, conditions and exceptions contained in this booklet or in any **Endorsement** applying to this booklet.

You must tell us as soon as possible about any changes to the information you have provided. When You tell us about any changes, We will tell You if your premium or terms of cover will change. If You are not sure whether certain facts are relevant, ask Footman James. If You don't tell **Us** about relevant changes, **Your** insurance may not cover **You** fully, or at all.



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## **Definitions**

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy wording, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

TERM	DEFINITION
Certificate of Motor Insurance	A document which is legal evidence of <b>Your</b> insurance and forms part of the contract of motor insurance. It must be read with this document.
Endorsement	A change in the terms of this insurance. An <b>Endorsement</b> replaces the relevant wording in this document and is printed on, or issued with, the most recent <b>Schedule</b> .
Excess	An amount <b>You</b> must pay towards the cost of a claim under this insurance.
Period of Insurance	The period covered by this insurance (as shown in the <b>Schedule</b> ) and any further period <b>We</b> accept <b>Your</b> premium for.
Main Insurance Policy	The motor insurance policy issued by Footman James.
Partner	<b>Your</b> husband, wife, civil partner or person with whom <b>You</b> have a relationship with as if married and who is living at the same address as <b>You</b> . This does not include any business partners or associates unless <b>You</b> also have a relationship with them as described above.
Period of Insurance	The period covered by this insurance (as shown in the <b>Schedule</b> ) and any further period <b>We</b> accept <b>Your</b> premium for.
Private Garage	A garage located at <b>Your</b> home address, or any other garage that <b>You</b> own or rent.
Schedule	The document showing <b>Your Motorcycle We</b> are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any <b>Endorsement</b> that applies. The latest <b>Schedule</b> forms part of the contract of motor insurance.
Spare Parts	Items which are for <b>Your Motorcycle</b> only and are in or attached to <b>Your Vehicle</b> , or in <b>Your</b> home, or <b>Private Garage</b> , at the time of the loss or damage.



TERM	DEFINITION
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).
We, Us and Our	Ageas Insurance Limited.
You, Your	The person named as 'the insured' in the <b>Schedule</b> and as 'the policyholder' in any <b>Certificate of Motor Insurance</b> or renewal notice applying to this insurance.
Your Motorcycle	The insured motorcycle, scooter or moped specified in the <b>Schedule</b> or described in the current <b>Certificate of Motor Insurance</b> .

Cover						
Cartinus Apalitable	Cover					
Sections Applicable	Comprehensive	Third Party Fire & Theft	Third Party Only			
1. Liability to Others	<b>✓</b>	<b>✓</b>	✓			
2. Loss or Damage to Your Vehicle	<b>✓</b>	*except accidental or malicious damage and vandalism	×			
3. FJ+ Optional Cover Extensions *only applicable if shown on Your policy Schedule	V	<b>✓</b>	V			

### Use

The insurance only covers Your Motorcycle if it is being used in the way specified in Your Certificate of Motor Insurance or any Endorsement that applies. The following are not covered:

- Dispatch riding, courier services or messenger services;
- Racing, pacemaking, being in any contest or speed trial (apart from road-safety rallies and treasure hunts or if Your Motorcycle is being used just for display purposes);
- Trial riding apart from where Your Motorcycle is travelling on a public road or is being used for display purposes;
- Being trackside (in the restricted area or on the track) at a motor racing circuit, unless You have told Us about this and We have agreed.
- Any purpose connected with the motor trade, unless this use is described as allowed in Your Certificate of Motor Insurance;
- Hiring out Your Motorcycle in return for money;
- Carrying passengers or goods in return for money;
- Use on any derestricted toll road, including The Nurburgring.



### **Section 1 - Liability to Others**

### Riding your motorcycle

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

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

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

### Other people riding or using Your Motorcycle

The following people are also insured:

- Any person **You** allow to ride or use **Your Motorcycle**, as long as this is allowed by **Your** current **Certificate of Motor Insurance** and has not been excluded by an **Endorsement**, exception or condition.
- Any person who causes an accident while travelling on or getting on or off **Your Motorcycle**, as long as **You** ask **Us** in writing, after the accident, to cover the person.

### **Static Display**

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

### **Rallies**

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

#### Shows & Events

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

### 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.

### **Legal costs**

If **We** first agree in writing, **We** will pay:

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

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

### Commuting

If Your Certificate of Motor Insurance allows you to use Your Vehicle for commuting, we will cover You and any named drivers for journeys to and from a permanent place of work. This policy does not cover **You** or any named drivers for journeys to multiple places of work.

#### **Business** use

If Your Certificate of Motor Insurance allows You to use Your Motorcycle for business use, We will insure Your employer or business partner against the events shown above under 'Riding Your Motorcycle' while You are working for that employer or business partner but not while You are using a motorcycle provided by the employer or business partner, unless that motorcycle is shown in the Schedule.

### Legal personal representatives

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

### **Emergency medical treatment**

We will pay for emergency medical treatment that is needed after an accident involving any motorcycle which this insurance covers. If this is the only payment We make, it will not affect Your No Claims Discount.

### **Towing**

Under this section We will insure You and any authorised riders while any motorcycle covered by this insurance is towing a trailer. We will not pay any claim arising from the following:

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

We will only provide this cover if:

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

### **Exceptions to Section 1**

### This section of Your insurance does not cover the following:

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



### Section 2 - Loss or damage to your Motorcycle

### This cover only applies to Your Motorcycle

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

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

We will not pay the cost of any repair or replacement which improves Your Motorcycle to a better condition than it was in before the loss or damage. If this happens, You must make a contribution towards the cost of the repair or replacement. This contribution would be on top of any Excess You have to pay.

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

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

You must first pay any Excess shown in the Schedule.

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

- the market value of Your Motorcycle immediately before the loss, this could be more or less than the value shown in the Schedule and You may have to pay an additional premium if the amount paid out is more than the amount You have stated Your Motorcycle is worth;
- the cost of repairing Your Motorcycle;

whichever is less.

We will not pay the cost of any repair or replacement which improves Your Motorcycle to a better condition than it was in before the loss or damage. If this happens, You must make a contribution towards the cost of the repair or replacement. This contribution would be on top of any Excess You have to pay.

### Transport after an accident

If **Your Motorcycle** cannot be ridden after an accident, **We** will pay the cost of taking **Your Motorcycle** to the nearest suitable repairer and returning it to **Your** last known address after the repair. Do not try to move the motorcycle if this could increase the damage. If damage is caused as a result of **You** trying to move **Your Motorcycle**, **We** will not pay any extra cost arising from that damage.

### **Spare Parts**

Your Motorcycle's Spare Parts and fitted accessories are insured up to £100 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including Your Motorcycle bursting into flames), lightning and explosion; or
- theft or attempted theft, or Your Spare Parts and fitted accessories being taken away without Your permission.

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

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

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

For a claim under **Spare Parts We** may either:

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

You must first pay any Excess shown in the Schedule.

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

- The market value of Your Spare Parts and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the **Spare Parts** and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves Your Motorcycle or accessories to a better condition than it was in before the loss or damage. If this happens, You must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any Excess You have to pay.

#### Helmets & Leathers

We will provide cover for Helmets & Leathers (including protective motorcycle clothing, boots, gloves or helmets that are in or on Your Motorcycle) up to £750. We will pay the cost of replacing the lost or damaged item with a new item if You have provided Us with the damaged item itself, photographic evidence of the lost or damaged item or a receipt for the lost or damaged item. We will not pay the first £25 of any claim.

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

- lost or damaged as a result of an accident, fire or theft of Your Motorcycle; or
- damaged as a result of an attempted theft of Your Motorcycle.

#### Exclusions:

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

- · Loss of or damage to clothing and personal belongings if the damage is not the result of a road traffic accident, fire, theft or attempted theft involving the motorcycle.
- Clothing and personal belongings that are not directly connected with motorcycling or are not necessary for motorcycling;
- · Claims where You have not taken all reasonable steps to protect Your clothing or personal belongings from loss or damage. (If You leave them with Your Motorcycle when You are not around. You must either store them in a locked top box or pannier box that is permanently fitted to the motorcycle, or securely attach them to the motorcycle using a lockable security device);
- · Goods or samples connected with Your work;
- Property insured under any other contract.

### **Registration Plates**

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

### **Repairs**

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

#### **Total Loss**

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

### Storing the motorcycle after it becomes a total loss

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

### **Financial interest**

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

### **New Motorcycle Benefit**

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

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

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

#### **Excesses**

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

### Extra excesses for young riders

If **Your Motorcycle** is damaged while a young or inexperienced person (including **You**) is riding, **You** will have to pay an extra **Excess** on top of any other **Excesses** which **You** may have to pay towards a claim. The extra amount **You** will have to pay will be shown on **Your** policy **Schedule**. **You** will not have to pay the extra **Excess** if the loss or damage is caused by fire or theft.

### **European Motoring**

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

Your policy will also provide the cover You have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when You visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips You can make in any Period of Insurance, but each trip must be for no more than 35 days. This cover only applies if Your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and You and Your vehicle return to the United Kingdom within 35 days.

If You want to travel to any other country, You must tell Footman James. If We agree to cover You, You must pay Us any extra premium We ask for. We will then extend cover as follows.

#### Insurance cover

This insurance is extended to apply to claims arising:

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

### Customs duty and other charges

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

### **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 Motorcycle manufacturer's instructions.

### **Exceptions to Section 2 continued**

### This section of Your insurance does not cover the following:

- 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 **United Kingdom**, any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss or damage by someone getting Your Motorcycle by fraud or deception.
- Loss resulting from the motorcycle being repossessed and returned to its rightful owner.
- Loss of or damage to **Your Motorcycle**, its accessories and **Spare Parts** or its contents by theft or attempted theft, or by a person taking and riding it without **Your** permission, if:
  - · it has been left unlocked;
  - it has been left with the keys in it;
  - reasonable precautions have not been taken to protect Your Motorcycle.
- Loss of or damage to **Your Motorcycle** if it has been taken or ridden without **Your** permission by a member of **Your** family or household, unless **You** report the person to the police for taking **Your Motorcycle** without **Your** permission.
- Storage charges following an accident if **We** are not told about them.
- Loss of or damage to **Your Motorcycle**, as a result of it being confiscated, disposed of or destroyed by or under the order of any government, public authority or local authority.
- Loss of keys, remote control or security devices (whether lost or stolen).
- Loss of or damage to Your Motorcycle caused by, or as a result of mis-fuelling.
- Loss or damage to **Your Motorcycle** if it is being driven by anyone (including **You**) who, at the time of the accident, is found to have a higher level of alcohol or drugs in their body than is allowed by law.



### \*\*Section 3 - FJ+ Optional Cover Extensions

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

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

### European Motoring 90/180 (Your Schedule will confirm if this cover is in force and the level of cover in force)

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

Your policy will also provide the cover You have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when You and any authorised riders visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips that can be made in any **Period of Insurance**, but each trip must be for no more than 90 or 180 days. This cover only applies if Your permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and You and any authorised riders and Your Motorcycle return to the United Kingdom within 90 or 180 days.

If You want to travel to any other country, You must tell Footman James. If We agree to cover You and any authorised riders, You must pay Us any extra premium We ask for. We will then extend cover as follows.

#### Insurance cover

This insurance is extended to apply to claims arising:

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

#### **Customs duty and other charges**

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



### Section 3 - FJ+ Optional Cover Extensions continued

### Nil Deduction Salvage / Nil Deduction Salvage Retention 100

(Your Schedule will confirm if this cover is in force and the level of cover in force)

Under Section 2 – Loss of or damage to Your Motorcycle, if Your Motorcycle is considered a total loss, You may have the option to retain the salvage of the insured Motorcycle deduction free (only if this is shown on Your Schedule of insurance). This cover is only available for **Motorcycle** up to a value of £50,000 or £100,000. This will be salvage category dependent:

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

### Ride to Work (Your Schedule will confirm if this cover is in force)

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



### \*\*Section 3 - FJ+ Optional Cover Extensions

### Riding Other Classics (Your Schedule will confirm if this cover is in force)

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

Under this section **You** are not insured against the following:

- Any loss or damage to the motorcycle, scooter or moped **You** are riding.
- Any event which happens outside the **United Kingdom**.
- Any event which happens when the insurance is not in the name of an individual person.
- Any liability if You no longer have possession of Your Motorcycle, if it has been stolen, or if it has been damaged so much that it is not worth repairing.
- Any liability if any other insurance covers You to ride the motorcycle, scooter or moped.



### Section 3 - FJ+ Optional Cover Extensions Continued

Spare Parts 2, 5 and 10 (Your Schedule will confirm if this cover is in force and the level of cover in force)

Your Motorcycle's Spare Parts and fitted accessories are insured up to £2,000, £5,000 or £10,000 (dependent on the level of cover selected) against loss and/or damage caused by:

- · accidental or malicious damage and vandalism;
- fire (including Your Motorcycle bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Spare Parts** and fitted accessories being taken away without **Your** permission.

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

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

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

This cover is also provided in the same way for **Spare Parts** and accessories taken temporarily away from the home address up to a limit of £2,000.

### For a claim under Spare Parts We may either:

- · Pay for the damage to be repaired;
- Pay an amount of cash for You to replace the lost or damaged item; or
- Replace the lost or damaged item.

You must first pay any Excess shown in the Schedule.

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

- The market value of Your Spare Parts and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the **Spare Parts** and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves Your Motorcycle or accessories to a better condition than it was in before the loss or damage. If this happens, You must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any Excess You have to pay.

### Track Day 1 and 3 (Your Schedule will confirm if this cover is in force and the level of cover in force)

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

### The Excess applicable to Track Day 1 is increased to:

- 10% of the motorcycle's value; or
- 20% of the motorcycle's value (if **You** have previously had a claim on a Track); or
- £1.500

whichever is the higher.

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

### Wedding Hire 2, 5 or 10 (Your Schedule will confirm if this cover is in force and the level of cover in force)

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



### Section 4 - No Claims Discount

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

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

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

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

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

Your No Claims Discount cannot be transferred to another person.

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

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



### **Emergency medical treatment**

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

### Changing or adding a motorcycle to this insurance

If You change the motorcycle covered by this insurance or get another motorcycle that You want the cover to apply to, You must tell Footman James before the cover can start. They will send You a new cover note or new Certificate of Motor Insurance. You are not insured until they have issued the new cover note or new Certificate of Motor Insurance. They will confirm any change in premium and send You a new Schedule

### Removing a motorcycle or cancelling the insurance

If You do not need the insurance cover any more, the cover will end when you tell Footman James.

### Uninsured loss recovery

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



### **Section 6 - General Exceptions**

### These general exceptions apply to the whole insurance. Your insurance does not cover the following:

- 1 Any liability, loss or damage arising while any motorcycle covered by this insurance is being:
  - used for a purpose which the motorcycle is not insured for;
  - ridden by or in the charge of anyone who is not mentioned in the Certificate of Motor Insurance as a person entitled to ride or who is not allowed to ride under an Endorsement:
  - ridden by anyone (including You) who You know is disqualified from driving, has never held a licence or a CBT certificate (if one is needed) to ride the motorcycle or is prevented by law from having a licence (unless they do not need a licence by law);
  - ridden by anyone (including You) who is not keeping to the terms and conditions of their licence;
  - used on any form of race track or circuit, unless **You** have told **Us** about it and **We** have agreed;
  - used for any off-road activity, except where the Road Traffic Acts apply;
  - used in any contest, competition, rally or speed trial apart from road-safety rallies and treasure hunts;
  - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed);
  - used in or on restricted areas of airports or airfields. We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield; or
  - used while carrying an unsafe load or more passengers than it is designed to carry.
- 2 Any liability, loss or damage (apart from the minimum cover provided by Section 1) that happens outside the European Union, Iceland, Norway or Switzerland (including Liechtenstein) unless **You** have paid an extra premium to extend **Your** cover outside these countries.
- 3 Any liability, loss or damage (apart from the minimum cover provided by Section 3) that happens outside the United Kingdom but within the European Union, Iceland, Norway or Switzerland (including Liechtenstein), unless the journey is for 35 days or less, or We have agreed to extend **Your** cover and **You** have paid an extra premium.
- 4 Any liability You have accepted under an agreement or contract unless You would have had that liability anyway.
- 5 Any liability, loss or damage that is also covered by any other insurance.

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



### **Section 7 - General Conditions**

### These following conditions apply to the whole insurance.

- 1 We will provide the cover described in this insurance document only if:
  - anyone making a claim has met all the conditions in this document; and
  - the information You gave on Your proposal form or statement of insurance and declaration is, as far as You know, correct and complete.
- 2 Your premium is based on the information You supplied at the start of the insurance and the information You supply each time it is renewed. If You have failed to give Us true, complete and accurate information, this could lead to Your claim being refused or the insurance not covering You
- 3 If You, or anyone acting for You:
  - make a claim which **You** or they know is false, fraudulent or exaggerated; or
  - provide false or stolen documents to support a claim;

We will not pay the claim and this insurance will end.

- 4 After any loss, damage or accident You must give Us full details as soon as possible. You must also give Us any information and help that We ask for.
- 5 Choice of Law

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

- You and the Insurer agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.
- 6 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.

- 7 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.
- 8 We can:
  - · takeover, conduct, defend or settle any claim; and
  - take proceedings, at Our own expense and for Our own benefit, to recover any payment We have made under this insurance.
     We will take this action in Your name or in the name of anyone else covered by this insurance. You, or the person whose name We use, must co-operate with Us on any matter which affects this insurance.
- 9 If **We** accept **Your** claim, but **You** and **We** disagree with the amount due to **You**, the matter may be passed to an arbitrator **We** both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.
- 10 We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to Your last known address. If You have not made a claim, will not be making a claim, and have not gone over any mileage limit, We will refund the part of Your premium that applies to the remaining period of the insurance (except for any premium You have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 11 If You have agreed to pay Your premium by instalments, We or Footman James can cancel Your policy if You do not pay an instalment when it is due. Before this happens You will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If You do not pay the overdue instalment within the time set out in the notice, We or Footman James may cancel Your insurance by sending seven days' notice, by recorded delivery, to Your last known address. If You have not made a claim, will not be making a claim, and have not gone over any mileage limit, We will work out the refund due in line with the Short Period rates table shown below. If You are in Your second year, or any subsequent years, You will receive a return of any premium You have paid less a charge for the number of days You have had cover for. The refund will exclude any premium You have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 12 You may cancel this insurance at any time by phoning or writing to Footman James. If You cancel within 14 days of receiving this document and You have not made a claim for a total loss, You will receive a refund as explained in Your Right To Cancel. If You cancel after this period and are within the first year of Your policy, We will work out the refund due in line with the Short Period Rates table shown below. If You cancel Your policy in the second, or any subsequent years, You will receive a return of any premium You have paid less a charge for the number of days You have had cover for. The refund will exclude any premium You have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges. If You have made a claim, will be making a claim or have gone over Your mileage limit We will not give You a refund.

- 13 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.
- 14 If Your Motorcycle is stolen, You must tell the police as soon as possible.
- 15 If You make a claim for any liability, loss or damage that is also covered by any other insurance, We will only pay Our share of the claim. This condition does not apply to personal accident benefits, as described in Section 4 and as shown otherwise in the first exception to Section 1.
- 16 If You make any changes to this policy, or cancel it, Footman James, may charge You an administration fee. Details of Footman James' fees and charges are given in Footman James' documents.

Cancellation Terms - Short Period rates within First Policy year						
Period <b>You</b> have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over 6 months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

### Cancellation Terms - Second Policy year onwards

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



### **Section 8 - Endorsements**

### Important - these Endorsements form part of the insurance contract if they are shown in Your Schedule.

An **Endorsement** only applies if the **Endorsement**'s number is shown on **Your** policy **Schedule**. Details of all **Endorsement**s 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 vehicle registration number, the specified **Endorsement** will apply only 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.

**Your** insurance will not cover **You** for any liability, loss or damage if **You** have not kept to the terms and conditions of any **Endorsement** that applies to **Your** insurance.

### **Endorsement number 02**

- Excess

For any claim under Section 2, **You** must pay the first amount shown against this **Endorsement** number on the **Schedule**. The amount shown is on top of any other **Excess** or amount **You** may have to pay under this insurance.

### **Endorsement number 04**

- Extra excess for Young or Inexperienced Riders

For any claim under Section 2, if **Your Motorcycle** is damaged while a young or inexperienced person (including **You**) is riding, **You** will have to pay an extra **Excess** on top of any other **Excess** which **You** may have to pay towards a claim. The extra amount **You** will have to pay will be shown against this **Endorsement** number on **Your** policy **Schedule**.

### Endorsement number 22

- Mileage

During any one **Period of Insurance You** must not ride the insured motorcycle more than the number of miles shown against this **Endorsement** number on the **Schedule**.

If this insurance covers more than one motorcycle, during any one **Period of Insurance** the total mileage of all motorcycles must not be more than the amount shown against this **Endorsement** number on the **Schedule**. **You** must tell Footman James the current recorded mileage at the start of the insurance and at each renewal date. If **Your** mileage for the year is more than the amount shown against this **Endorsement** number on the **Schedule**, **We** may not provide further cover under this insurance.

Endorsement number 23 - Club membership	The policy is issued on the condition that <b>You</b> are a member of an agreed motorcycle club. <b>You</b> must maintain <b>Your</b> membership with the agreed motorcycle club and provide confirmation of this at each policy renewal.
Endorsement number 25 - Garage clause	You have agreed that You will keep Your Motorcycle in a locked garage, the address of which You gave Us, when it is not being used. We will not pay a claim under Section 2 for any theft or malicious damage that happens between 10pm and 6am if Your Motorcycle is parked within a mile radius of Your home, or the garage address, and is not in a locked garage.
Endorsement number 39 - Owner	The person named against this Endorsement number owns the vehicle.
Endorsement number 81 - Anti-theft device	Under Section 2 of this document (Loss of or damage to <b>Your Motorcycle</b> ), <b>We</b> will not pay out form any theft or attempted theft unless <b>Your Motorcycle</b> is fitted with an anti-theft device that <b>You</b> have disclosed as fitted. This device must be on when <b>You</b> (or another authorised person) are not with <b>Your Motorcycle</b> .



### **Section 9 - Important Information**

### **Complaints**

If You have cause to complain, please phone Footman James on

0333 207 6101 or write to the Director at Footman James. Footman James will send **You** details of who will be dealing with **Your** complaint. If **You** would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below.

Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

If Your complaint needs a response from Us, Footman James will send Us details of Your complaint and give You Our contact details. If You would like a copy of Our complaints procedure, please write to Us at the address shown in Your Certificate of Motor Insurance. Footman James can also give You Our address and phone number.

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

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

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

Web: www.financial-ombudsman.org.uk

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

### How Footman James use your data

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here https://www.footmanjames.co.uk/fairprocessing-notice. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

### How Ageas use your data

For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy, or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

### **Collecting your information**

We collect a variety of personal information about you such as your name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### **Financial Services Compensation Scheme**

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

#### **Motor Insurance Database**

Information about Your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain legal or authorised bodies (including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies authorised by law) for purposes including but not limited to electronic licensing, continuous insurance enforcement, law enforcement (preventing, detecting, apprehending and prosecuting offenders), providing government services and other services aimed at reducing uninsured driving. If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and the MIB may search the MID to get relevant information. People (including their appointed representatives) considering or making a claim after a road traffic accident (including citizens of other countries) can also get relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. If it is not shown correctly on the MID, there is a risk that Your Vehicle could be seized by the police. You can check that Your correct vehicle details are on the MID by visiting the website at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.



Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX Tel. 0333 207 6114 footmanjames.co.uk





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