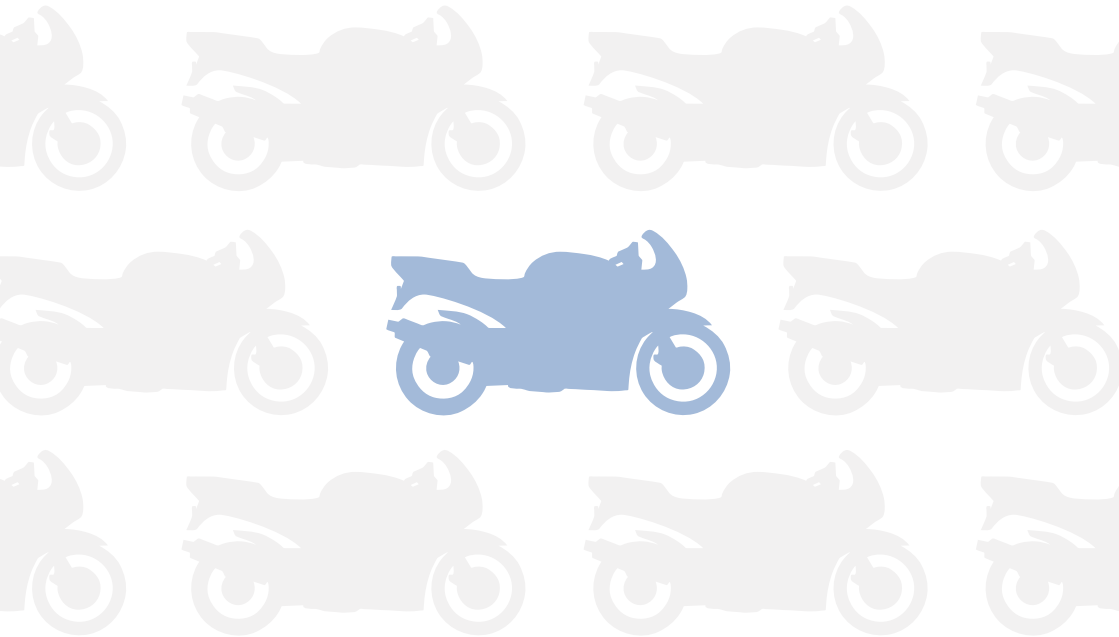


# ZENITH

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MARQUE



Policy booklet Motorcycle

# Introduction to Your Policy

Zenith Marque Insurance Services Limited is pleased to welcome you as a customer. Zenith Marque Insurance Services administers your policy on behalf of Zenith Insurance Plc (the Insurer).

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and Zenith insurance Plc (the Insurer).

This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have agreed to insure you against liability loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Zenith Insurance Plc) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.



**Gary Humphreys**

*Underwriting Director*

*Zenith Insurance Plc and/or its co-Insurer*

*QIC Europe Limited.*

Authorised Insurers, registered in Gibraltar No 84085. Registered Office: 846-848, Europort, Gibraltar.

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

Zenith Insurance Plc is a member of the Association of British Insurers.

QIC Europe Limited, registered in Malta with registered address at No. 7, 4th Floor, Block C, Skyway Offices, 179 Marina Street, Pieta, PTA 9042, Malta.

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521).

### Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Calls made to our claim notification lines 0800 072 2050 and 0800 587 0808 from all devices (including mobiles) are free.

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# Definitions

## Guidance notes

Motor insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

You must read this insurance document together with your schedule and certificate of motor insurance.

The schedule should show details of you and your motorcycle and the cover you have asked for.

## Certificate of motor insurance

The legal document which is evidence that you have the insurance needed by law. This document shows the insured motorcycle, who may drive it and the purposes for which it may be used.

## Consent / Authority / Authorised / Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.

## Endorsement

A change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.

## Excess

The amount you have to pay towards any claim under this insurance.

## Market value

The cost of replacing your motorcycle, if this is possible, with one of a similar make, model, year, mileage and condition.

## Period of insurance

The length of time covered by this insurance as shown in the schedule.

## Retail customer

An individual who is acting for purposes which are outside his trade, business or profession.

## Terrorism

Any action which contravenes the Terrorism Act 2006.

## The Insurer

Zenith Insurance Plc and/or its co-insurers whose name and addresses are available on request.

## The schedule

Details of the sections of this insurance document which apply to you.

## Unattended

When you or any passengers are not sitting on your motorcycle.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## Voluntary work

Unpaid work for a registered charity or similar organisation.

## Definitions (continued)

**We, us, our**  
The Insurer.

**You, your**  
The insured person named in the certificate of motor insurance and the schedule.

**Your motorcycle**  
The insured motorcycle shown in the schedule.



# Cover

## Guidance notes

Your own schedule will show which parts of this insurance apply to your motorcycle as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

The cover you have chosen is shown in your schedule. We have divided your cover into different sections.

- 1 **Comprehensive** - If you choose comprehensive cover, all the sections of this document apply.
- 2 **Third party fire and theft** - If you choose third party fire and theft, sections 1, 2, 4, 5, 6 and 7 only apply.
- 3 **Third party only** - If you choose third party only, sections 1, 2, 5, 6 and 7 only apply.
- 4 **Fire and theft only** - If you choose fire and theft only cover, section 4 only applies. (You can only have this cover if your motorcycle is kept in your locked garage or outbuilding and is not being used).

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

# Use

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It is important to read your certificate of motor insurance to see how you may use your motorcycle. We do not cover certain uses.

Your motorcycle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements. Use in connection with voluntary work by any authorised driver is permitted by this insurance.

Your motorcycle will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority. Cover is also not provided for your motorcycle being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring).

## Section 1

### Guidance notes

This section explains the cover available if other people claim against you, for injury to them or damage to their property.

This section covers your employer while you are using your motorcycle on business.

## Liability to others

### What we cover

#### Using your motorcycle

We will cover any payment that legally has to be made by you for:

- death of or injury to another person; or
  - damage to other people's property;
- as a result of an accident involving your motorcycle.

#### Others using your motorcycle

We will cover you for the following.

- Another person using your motorcycle with your permission as long as this is agreed on your certificate of motor insurance. They will be covered for death or injury to other people, or damaging property. Any passenger on your motorcycle will also be given this cover.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

#### Business use

If your certificate of motor insurance includes business use or your motorcycle is being used for voluntary work by you or any authorised rider, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your motorcycle.

#### Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate as long as the claim is covered by this insurance.

Section 1 continued on the next page.

### Guidance notes

Always check that anyone driving the motorcycle has a valid licence.

We do not have to settle claims under this section if anybody claiming can claim for the same loss on another insurance.

### What we do not cover

- a Anyone who is not driving, but who makes a claim, if they knew the person driving the motorcycle did not hold a valid driving licence.
- b Anyone who is covered by other insurance.
- c The death of or injury to the person driving the motorcycle.
- d Damage, loss of use or any other loss to:
  - any motorcycle which is covered under this insurance;
  - any property you or anyone else driving the motorcycle owns or is looking after; and
  - any trailer towed by or attached to your motorcycle.
- e Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.
- g We shall not pay any claims in relation to business use (mentioned above):
  - If we do not have full control over the conduct of any claim that occurs;
  - For death or injury to any person who is undertaking voluntary work except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
  - For any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - For any liability resulting from the negligence of any person other than you, or the equivalent of your business partner, director or employee within the voluntary working sector; or
  - Where the principal is entitled to indemnity under any other insurance.
- h Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.

### Guidance notes

This section allows you to tow a trailer.

Cover only applies when the trailer is attached to your motorcycle.

While you are towing, the cover for your motorcycle will stay the same, but we will insure the trailer being towed only for liability to others.

### What we cover

We will extend Section 1 of your insurance to provide cover while your motorcycle is towing a trailer (as allowed by law) which must be attached securely to your vehicle in line with the manufacturers recommendations.

### What we do not cover

- a Damage or loss to the towed trailer.
- b Damage or loss of any property being carried in or on the trailer.
- c A trailer being towed for hire and reward.
- d Towing more trailers than the number allowed by law.
- e Towing more than one trailer.
- f Any damage or liability incurred in respect of trailers unattached at the time of damage or loss (except where they have become temporarily unattached during the course of the journey).
- g We will not make any payment in relation to the death or injury to any person travelling in or on a trailer you are towing other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.

## Section 3

### Guidance notes

Section 3 only applies to comprehensive insurance, and covers damage to your motorcycle.

The amount we pay may be different if your motorcycle was not originally supplied by the manufacturer's officially-approved United Kingdom dealership.

Please see page 14 for exceptions to section 3.

## Damage to your motorcycle

### What we cover

We will cover you under this section for damage to your motorcycle (less any excess which applies).

We will also provide cover for damage to spare parts and accessories fitted to your motorcycle. You must keep the spare parts and accessories with your motorcycle. You will not have to pay any excess towards claims that are only for damage to spare parts and accessories fitted to your motorcycle.

We will (at our option) either:

- repair or replace your motorcycle; or
- pay you an amount of cash.

We will not pay under this section for damage more specifically covered under section 4 of this insurance.

### The most we will pay

If your motorcycle was:

- first registered from new in the United Kingdom; and
- originally supplied by the manufacturer's officially-approved United Kingdom dealership;

the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories up to a limit of £100 for any one claim).

If your motorcycle was not originally supplied as new by the manufacturer's officially-approved United Kingdom dealership, the most we will pay will be:

- the amount shown on your purchase receipt for your motorcycle (including spare parts and accessories up to a limit of £100 for any one claim); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories up to a limit of £100 for any one claim);

whichever is lower.

If your motorcycle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

## Section 4

### Guidance notes

Under this section we will provide cover when your motorcycle is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.

If your motorcycle is stolen, we will assume that it was in average condition for its age unless you give us other evidence.

The amount we pay may be different if your motorcycle was not originally supplied by the manufacturer's officially-approved United Kingdom dealership.

Please see page 14 for exceptions to section 4.

## Loss or damage to your motorcycle by fire or theft

### What we cover

We will cover you under this section if the loss or damage to your motorcycle is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to spare parts and accessories fitted to your motorcycle. You must keep the spare parts and accessories with your motorcycle. You will not have to pay any excess towards claims that are only for loss or damage to spare parts and accessories fitted to your motorcycle.

We will (at our option) either:

- repair or replace your motorcycle; or
- pay you an amount of cash.

### The most we will pay

If your motorcycle was:

- first registered from new in the United Kingdom; and
- originally supplied by the manufacturer's officially-approved United Kingdom dealership;

the most we will pay will be its market value immediately before the accident or loss (including its spare parts and accessories up to a limit of £100 for any one claim).

If your motorcycle was not originally supplied as new by the manufacturer's officially-approved United Kingdom dealership, the most we will pay will be:

- the amount shown on your purchase receipt for your motorcycle (including spare parts and accessories up to a limit of £100 for any one claim); or
- the market value of the manufacturer's United Kingdom model with the nearest equivalent specification (including spare parts and accessories up to a limit of £100 for any one claim);

whichever is lower.

If your motorcycle is under a lease agreement the most we will pay is the written down value or the market value whichever is the lesser.

# Exceptions to sections 3 and 4

## Guidance notes

Under all contracts some situations are not covered. Please read this section carefully to make sure you understand what cover is not included in your own insurance.

You are not covered for hiring a replacement motorcycle.

You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your motorcycle.

We will not pay for any repairs or replacements which leave your motorcycle in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.

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For cover to apply under this insurance, if you lend your motorcycle to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.

## What sections 3 and 4 do not cover

- a Damage to or theft of any type of audio equipment, cassette tapes or compact discs.
- b Damage to or theft of phones or two-way radios.
- c An amount of money to compensate you for not being able to use your motorcycle and any other expenses you have to pay because of this.
- d Loss of value, wear and tear.
- e Any reduction in the value of your motorcycle, including loss of value following damage whether the motorcycle was repaired or not.
- f Damage to tyres caused by braking, punctures, cuts or bursts.
- g Damage caused by frost unless you took reasonable precautions.
- h The cost of repairing or replacing parts of the motorcycle which improve your motorcycle beyond its condition before the loss or damage happened.
- i The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- j The loss of, or damage to, your motorcycle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- k The amount of any excess shown on your schedule.
- l An amount of more than £100 for any one claim for spare parts and accessories fitted to your motorcycle.
- m Mechanical, electrical, electronic, computer or computer software failures, faults, breakdowns or breakages.
- n Loss or damage when your motorcycle is left unattended and the ignition key has not been removed. This applies even for short periods such as in a petrol station.
- o Loss or damage to personal belongings (such as crash helmets or protective clothing), trade goods, samples, money, stamps or documents.
- p Loss or damage resulting from your motorcycle being repossessed by or returned to its rightful owner.
- q Loss or damage when your motorcycle is left unattended if the last person in charge of your motorcycle before the loss or damage is not shown on your certificate of motor insurance as allowed to drive.
- r Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.
- s Loss or damage caused by an inappropriate type or grade of fuel being used.
- t Any increased cost of repair or replacement part(s) where your motorcycle is not to UK specification (i.e. was not originally manufactured for sale as new in the UK) and the required part is now obsolete or out of stock in the UK. Storage costs incurred whilst waiting for the part(s) are also excluded.

### Guidance notes

- You can take your motorcycle abroad to the countries listed for up to 90 days each insurance year. Please tell your insurance adviser the details of your journey beforehand.

- ◆ If you stay abroad for more than 90 days without our agreement, your cover will reduce to the amount needed by law in that particular country or that needed by law in this country when that cover is higher.

- # We can extend cover to certain other countries but your cover may be restricted. We may also ask you to pay an extra premium for this extended cover. Your insurance adviser will be able to give you further information.

### What we cover

#### Automatic cover

- We will extend your insurance cover to apply in the following countries for up to 90 days in any one insurance year. Cover is also included while your motorcycle is being transported to or from these countries by rail or by a recognised sea route which takes less than 65 hours.
  - a Any member of the European Union.
  - b Andorra.
  - c Iceland.
  - d Liechtenstein.
  - e Norway.
  - f Switzerland.
- ◆ If you go over the 90-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your motorcycle is in the countries shown above.

#### Extended cover

- # If we agree beforehand, you may extend your insurance to apply to certain other countries covered by the International Green Card System.

If the cover under section 3 or 4 has been extended to apply abroad we will also cover any foreign customs duty you have to pay as a direct result of the loss of, or damage to, your motorcycle.

Foreign travel continued on the next page.



### Guidance notes

- \* In Spain you need special cover, known as a bail bond.

This bail bond is usually enough to prevent your motorcycle being impounded in Spain after an accident.

- We have explained your Spanish bail bond cover in Spanish in case you need to show it to the authorities there.

### Spanish bail bond

- \* Our representatives (in Spain) can act to release your motorcycle or you if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

- Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del motocicleta y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autoizadea por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas).

### Guidance notes

Under this section we will provide a solicitor if a 'manslaughter' (including corporate manslaughter) or 'causing death by dangerous or careless/inconsiderate driving' charge is brought against you after an accident.

There are limits to the cover we provide.

### What we cover

We may provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

### What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the person driving the motorcycle was under 30 at the time of the accident.
- c Proceedings where the person driving the motorcycle was under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.

### Guidance notes

We will give you a discount on your premium each year if you do not make a claim.

If you make a claim and we cannot recover the amount we pay, we will reduce the bonus even if the event was not your fault.

If you make two or more claims in one insurance year, you will lose all your bonus.

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By paying an extra premium you can protect your no-claim bonus. Although your level of no-claim bonus may be protected, this does not mean that your premium will not be increased if, for example, your accident or conviction record justifies this. Your insurance adviser can give you more details.

If nobody makes a claim under your insurance during the insurance period, we will give you a discount when you renew your insurance. The discount you will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

If you make a claim in any insurance period, we will reduce the discount you receive.

If two or more claims are made in any one period of insurance, you will lose all your no-claim bonus.

You cannot transfer your no-claim bonus to someone else.

### Protected no-claim bonus

Depending on certain conditions you may be able to protect your no-claim bonus if you pay an extra premium. Your no-claim bonus is only protected if this is shown on your schedule.

If your no-claim bonus is protected we will not reduce it if you do not make more than two claims during any three years of insurance. If three or more claims are made during any three year period we will reduce the discount you receive. If four or more claims are made during the three-year period, you will lose your no-claim bonus.

# General exceptions

## Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- 1 The person driving your motorcycle must be covered on your certificate of motor insurance.
- 2 The person driving must not be disqualified from driving.
- 3 All drivers must keep to the conditions of their driving licence.
- 4 This insurance is for the United Kingdom plus the countries shown in section 5.
- 5 There is no cover under this insurance within restricted areas of airports.
- 6 Your motorcycle must be safe to ride.
- 7 Your motorcycle must not be overloaded.
- 8 If you are carrying a load it must be safe.
- 9 If you are towing a trailer with a load, the trailer and load must be safe.
- 10 You can only use your motorcycle for the purposes shown on the certificate of motor insurance.

## These exceptions apply to the whole insurance

Your insurance does not cover the following:-

- A Any liability to others, or loss of or damage to any motorcycle covered by this insurance when the motorcycle is:
- 1 being driven by or is in the charge of anyone who is driving without your permission or is not included to drive in the certificate of motor insurance or who is excluded by an endorsement;
  - 2 in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
  - 3 being driven by any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
  - 4 outside the United Kingdom, unless it is allowed by section 5;
  - 5 being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
  - 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
  - 7 being driven with a load or a number of passengers which is unsafe;
  - 8 carrying an insecure load;
  - 9 towing a trailer which is unsafe or has an insecure load; or
  - 10 used for a purpose not included in your certificate of motor insurance.

General exceptions continued on the next page.

## General exceptions (continued)

### Guidance notes

These general exceptions apply to all sections of your insurance and explain when your insurance will not cover you.

- B Any result of war, revolution or any similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- C Any loss or damage caused by:
  - earthquake; or
  - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- D Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- E Any loss or damage caused directly or indirectly by:
  - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- F Loss or damage caused by pressure waves from aircraft or flying objects.
- G Loss or damage by pollution or contamination, however caused, other than needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- H Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 3 and 4 of this insurance.
- I Any liability, loss or damage where you or any appropriate rider is negligently in breach of the Road Safety Act 2006, except where we are required to provide this cover under the Road Traffic Acts or any other legislation applicable to motor insurance.
- J Any loss, damage or liability incurred while your vehicle is being used in any form of competition, rally, trail, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack, roads that have been closed by central/local government for motorsport purposes or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended including the Nurburgring).

# General conditions

## Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

If your motorcycle is stolen, vandalised or damaged by thieves, you must tell the police.

- A We will only provide the cover described in this insurance under the following circumstances.
- 1 Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  - 2 The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
  - 3 'Your motorcycle' means any motorcycle that you have told us about and that we have agreed to cover. The motorcycle must be your property and registered in your name. If you change the motorcycle covered by this insurance or get an extra motorcycle which you need cover for, you must tell us in writing beforehand.
- We will only provide cover if you have paid the premium.**
- B If a claim is made which you or anyone acting for you knows is false, or you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.
- C After any event which could lead to a claim, tell us immediately by phoning us on 0800 072 2050 or by writing to the address at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.
- D You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.

General conditions continued on the next page.

## General conditions (continued)

### Guidance notes

You must keep your motorcycle in a safe and roadworthy condition and make every attempt to protect it from damage or theft. If you leave your motorcycle, it will not be covered if you have not locked and secured it. This applies even for short periods, such as in a petrol station.

- F If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.
- G If your motorcycle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If your motorcycle is an imported vehicle and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your motorcycle came from. We will not pay for the cost of importing any part or accessory needed to repair your motorcycle.
- H If your motorcycle is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- I If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount over that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- J You must keep your motorcycle in a roadworthy condition at all times, and protect it from loss or damage. We can examine your motorcycle at any reasonable time.
- K You must lock and secure your motorcycle at all times when you leave it.
- L If you have an accident, you must take all possible steps to protect your motorcycle and its accessories. If the damage to your motorcycle is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to use your motorcycle. One of our approved automotive assessors must inspect your motorcycle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your motorcycle to another repairer. We have the right to move your motorcycle to a safe storage place without asking you.
- M If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your motorcycle.
- N You cannot transfer this insurance to anyone else.

## General conditions (continued)

### Guidance notes

If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a pro-rata refund of your premium, not including any charges to cover costs.

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by notifying us or your insurance intermediary and you may be entitled to a refund if you have not made a claim.

- O Cancelling during the initial period of cover – 'Retail' customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information. Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.

If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

- P This insurance may also be cancelled in the following circumstances.

- We or your insurance adviser may cancel this policy by sending seven days' notice to your last known address where there is an exceptional or valid reason for doing so. We will refund the part of your premium which applies to the period of the insurance you have left.

We may make a deduction for any administration costs we have incurred.

If we or your insurance adviser cancel this insurance because you have not paid the full premium no refund will be given. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
- You or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on you schedule.
- You have not provided the requested documentation (e.g. evidence of your current address, proof of no claims bonus) or provided access to your driving licence details as held by the appropriate authority.
- A change in your circumstances means that we can no longer provide cover.
- Where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- Use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

General conditions continued on the next page.



## General conditions (continued)

### Guidance notes

If your motorcycle is a 'write-off' and we offer to settle your claim, this insurance will end for your motorcycle when you accept the payment. The insurance can only be transferred to a replacement motor cycle if we give our permission.

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You must tell your insurance adviser immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

- You can cancel this insurance after the initial period of cover set out in O above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using our short-period rates shown below. We will refund any amount we owe you.

Period of time you have had the cover, up to:	Refund of premium
One month	75.0%
Two months	62.5%
Three months	50.0%
Four to five months	37.5%
Six months	25.0%
Seven months	12.5%
More than seven months	0%

- Q If your motorcycle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, when we settle your claim your motorcycle will become our property. We will not refund any premium for the period of insurance you have left but we may decide to let the cover continue for a replacement motorcycle.
- R If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.

## General conditions (continued)

S You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.

- A change of motorcycle - including getting an extra motorcycle.
- A change in the way you use your motorcycle.
- A change of address.
- A change of occupation, including any part-time work.
- Convictions and prosecutions.
- A change in the main driver of the motorcycle.
- Details of drivers you have not told us about before.
- Details if you or anyone who drives develops any medical condition.
- All changes you make to your motorcycle, if these make your motorcycle different from the manufacturer's standard specification.

T This insurance does not give rights to any person other than you (the insured person) except if we say differently elsewhere in this document.

U Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under section 5 of this insurance.

# Very important if you have an accident

## Guidance notes

Please follow these instructions if you need to make a claim.

Your insurance adviser will send you a claim form and give you advice.

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You must report all accidents to us immediately.

## What to do if you have to make a claim

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses.
- 5 Draw a diagram of the scene. Show as much detail as possible - include:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or another road user's view; and
  - anything that could be relevant to the accident.
- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this, remember to report it to us.
- 7 You must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You may also be asked to complete an Accident Report Form. You will need to answer all the questions on the form and sign and date it.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

## Very important if you have an accident (continued)

### How to make a claim

If you need to tell us about an incident involving damage to or loss of your motorcycle, please phone us immediately on **0800 072 2050** (calls made to or from this number and other numbers at the Insurer may be recorded for training and monitoring purposes).

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your motorcycle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately.

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

### Travelling outside the UK

If you are travelling abroad and need to let us know about a motor claim, please contact your insurance adviser or alternatively phone our local agents on 0044 1252 820161.

### Accidents abroad

You may be asked to complete a European Accident Report Form (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

Your policy does not provide for roadside assistance.

You must report the accident immediately to us.

# Our Service Commitment

## Guidance notes

We aim to provide you with a high standard of service, but if you are dissatisfied in any way, this information explains exactly how to proceed.

## What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

**If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:**

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Zenith Marque Insurance Services Ltd. If you have a complaint, please contact our service providers at the address below:

Zenith Marque Insurance Services Limited  
Prospect House, Thanet Way, Whitstable CT5 3FD  
Email: [zenithmarque@markerstudy.com](mailto:zenithmarque@markerstudy.com)

When contacting Zenith Marque Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Zenith Marque Insurance Services Limited  
Prospect House, Thanet Way, Whitstable CT5 3FD

We always welcome feedback to enable us to improve our products and services.

## Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

# Endorsements

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
B45	<b>Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited cover</b> The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 6 (Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.
B46	<b>Corporate Manslaughter and Corporate Homicide Act 2007 - £10m cover</b> The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 6 (Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.
B47	<b>Corporate Manslaughter and Corporate Homicide Act 2007 - Cover removed</b> The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Section 6 (Legal costs) is removed from your policy.
M05	<b>Damage excess – £(amount)</b> We will not pay the amount shown above for the first part of any claim you make under Section 3 of your policy booklet.
M12	<b>Drink and drugs clause – (name)</b> If any accident happens when the person named against this endorsement is driving your motorcycle and that person is convicted of an offence involving drink or drugs, we will only pay the amount needed by law.
M13	<b>Fire and theft only – motorcycle laid up</b> Your motorcycle is laid up and out of use in your garage. We are only liable under Section 4 of your policy booklet for loss or damage caused by fire, theft or attempted theft.
M15	<b>Noting interest of registered owner</b> Your motorcycle is owned by the person or organisation named on the schedule.
M55	<b>Use in Eire</b> You are covered to use your motorcycle in Eire.
M82	<b>Fire and theft excess – £(amount)</b> We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire, theft or attempted theft. This excess will not apply to spare parts or fitted accessories.

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
MB0	<p><b>Riding other motorcycles</b></p> <p>We will extend Section 1 to cover you while you are riding a motorcycle you do not own (with the owner's permission), or have not hired or leased, as long as you are not covered by any other insurance. This cover only applies in the United Kingdom.</p> <p><b>What we do not cover:</b></p> <ol style="list-style-type: none"> <li>a. Any loss or damage to the vehicle you do not own.</li> <li>b. Any accident which happens outside the United Kingdom.</li> <li>c. Any accident which happens when the insurance is not in the name of one person.</li> <li>d. Any liability under this insurance if you no longer have possession of your motorcycle, if it has been damaged so much that it is not worth repairing, or if it has been stolen.</li> <li>e. Any liability under this insurance if the owner or keeper of the motorcycle you are riding has not arranged his or her own insurance on the motorcycle to cover his or her liability to others.</li> <li>f. Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.</li> </ol>
MB9	<p><b>Removal of European use</b></p> <p>Section 5 of the policy is amended to the following:</p> <p>European Union compulsory insurance</p> <p>This insurance provides the minimum cover you need to meet the laws relating to compulsory motor insurance while your motorcycle is in:</p> <ul style="list-style-type: none"> <li>• Any country which is a member of the European Union;</li> <li>• Andorra, Iceland, Liechtenstein, Norway or Switzerland; and</li> <li>• Any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives.</li> </ul> <p>Full cover as shown in the schedule is only provided when the motorcycle is in the United Kingdom.</p>
ME6	<p><b>Protected no-claim bonus</b></p> <p>This insurance includes a protected no-claim bonus under Section 7 of your policy booklet.</p>
MGA	<p><b>Warranted ground anchor</b></p> <p>Section 4 of your policy booklet will not cover theft or attempted theft of your motorcycle while it is left unattended at your home address or at any other address which we have agreed, unless your motorcycle is secured by an approved ground anchor (ABI Thatcham 3).</p>

## Endorsements (continued)

<p><b>Endorsement Number</b></p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p><b>MGC</b></p>	<p><b>Motorcycle value and accessories cover</b>          We will not pay more than the last declared value of your motorcycle or its market value, whichever is lower, for loss or damage under Section 3 or 4 where these sections apply to your policy. This amount will include any accessories permanently fitted to your motorcycle that have been disclosed to us and that we have agreed to insure.          Exception L to Sections 3 and 4 does not apply.          We will not pay for attempted theft of accessories permanently fitted to your motorcycle.          We will not pay for theft of accessories permanently fitted to your motorcycle unless your motorcycle is stolen at the same time.          You must tell us any time you purchase, fit or remove any accessories. If you have not disclosed any accessories permanently fitted to your motorcycle the most we will pay for loss or damage to accessories permanently fitted to your motorcycle is £100.</p>
<p><b>MGD</b></p>	<p><b>Excluding pillion passengers</b>          We will not cover damage or loss to the motorcycle or its accessories and will not make any payment in relation to the death of or injury to any person for any incident occurring whilst you are carrying a pillion passenger on your motorcycle.          Where the Road Traffic Acts or any other legislation applicable to motor insurance oblige us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you.</p>
<p><b>MM0</b></p>	<p><b>Tracking/Satellite</b>          It is a condition of your policy that, from inception of your policy, your motorcycle is fitted with an approved tracking/satellite device (please contact your intermediary for details of approved devices), which has been notified and approved by us. If you change your motorcycle in the future then an approved satellite/tracking device must be fitted to your motorcycle from the date we go on cover and again we must be notified and approve the device fitted. We will not provide cover under Section 4 of your policy in respect of theft or attempted theft of your motorcycle unless: a) it has been fitted with an approved tracking/satellite system and a copy of the installation certificate has been sent to us with your claim form; and b) the device was activated and working efficiently at the time of loss; and c) all subscriptions are paid up to date; and d) the tracking/satellite company is notified of the loss within four hours of you or any authorised person in control of your motorcycle, discovering that it has been stolen.</p>
<p><b>MM7</b></p>	<p><b>Warranted immobiliser</b>          It is a condition of your policy that, from inception of your policy, your motorcycle is fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2) which has been notified and approved by us. If you change your motorcycle in the future then an approved alarm and immobilisation device (ABI Thatcham 1) and/or an approved immobilisation device (ABI Thatcham 2) must be fitted to your motorcycle from the date we go on cover and again we must be notified and approve the device fitted. We will not provide cover under Section 4 of your policy in respect of theft or attempted theft of your motorcycle unless:– a) it has been fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2). If the above were not fitted by the motorcycle manufacturer then a copy of the installation certificate has to be sent to us with your claim form; and b) the device was activated and working efficiently at the time of loss; and c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your motorcycle have to be submitted intact to us with your claim form.</p>

Endorsements continued on the next page.



## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
MM8	<b>Warranted secondary security</b> Your motorcycle must be fitted with a secondary security device, such as a D lock, disclock, padlock and chain, immobiliser or other similar device. If you do not do this we may not deal with your claim.
MPP	<b>Pillion use</b> Section 3 (Damage to your motorcycle) is excluded when accompanied by a pillion passenger. You have notified us that you will not be carrying a pillion passenger on your motorcycle at any time during this period of insurance and we have provided you with a discount. In any circumstance where a pillion passenger is carried on your motorcycle Section 3 of your policy booklet will NOT be in force.
MR6	<b>Garaging</b> While your motorcycle is parked at or in the proximity of: your private dwelling house, or any other address where your motorcycle is usually kept if an alternative address has been specifically agreed by us, cover for theft or attempted theft is restricted to loss or damage occurring while your motorcycle is in a locked private garage or outbuilding.



**All correspondence should be addressed to:**

Zenith Marque Insurance Services Limited,  
Prospect House, Thanet Way,  
Whitstable, Kent CT5 3FD

Zenith Marque Insurance Services Limited is an appointed service provider to but is not an agent of Zenith Insurance Plc. Zenith Marque Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572).

Zenith Insurance plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787).

QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 659521). ZMEP 0816(11)