



MOTORCYCLE INSURANCE

Policy Booklet



Devitt

INSURANCE BROKERS

Customer Service telephone numbers

Policy bought direct from Devitt

Service: 0845 300 4870 Claims: 0800 015 7535

Policy bought from your Agent

Service: 01708 385 404 Claims: 0800 015 7535

Welcome to Devitt

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Devitt Motorcycle Insurance Policy

This is your Devitt Motorcycle Insurance policy. Please read it carefully and keep it in a safe place.

Devitt is a trading name of Devitt Insurance Services Limited, Insurance Brokers, who have been providing motorcycle insurance since 1936.

As part of our service to customers we wish to ensure that you are fully aware of our Terms of Business prior to issue of the policy and also when inviting renewal. If you take out your policy through an Agent, they will advise you of these terms. If you took out your policy with us direct, we will have provided you with the Terms of Business when cover was effected. At each subsequent renewal of the policy, irrespective of your initial chosen route to take out cover through Devitt, we will provide you with a statement of our current Terms of Business.

The Devitt Motorcycle Insurance policy is designed to meet the needs of motorcycle users. The insurer denoted on the policy schedule is underwriting your policy, the terms, exceptions and conditions of which are explained in the following pages.

This policy forms part of your legal contract with your insurer and defines exactly what is provided with each level of cover. Please refer to your policy schedule for confirmation of the level of cover you have chosen.

You should keep your policy documents in a safe place and make a note of your policy number plus our Customer Service and Claims Department telephone numbers, so that they are available should you need to contact us. The contact telephone numbers are shown both on the inside flap at the front of this policy and also on the carry card, which you will find at the back of this policy.

If you have any queries about the insurance cover please contact **Devitt** on the numbers shown.

Your cancellation rights – the cooling off period

If having examined your policy documentation you decide that the cover provided does not meet your requirements you have a statutory right to return your certificate of motor insurance and policy schedule to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP within 14 days of receipt or the start date of the policy, whichever is later, and to receive a refund of premium less any charge for the number of days for which cover has been provided. However no refund will be due if a claim involving the total loss of your motorcycle has been made during that period.

If you do not exercise your right to cancel your policy within the statutory cooling off period, it will continue in force.

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

Information

Increasing your policy cover

Devitt offer a range of options to the main policy to allow you to extend your cover. Please call us if you would like details of the optional extensions available.

Making a claim

Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial fines may be imposed by the courts if these are not kept to. This may affect your insurer's ability to mount the best defence on your behalf. Delay can involve your insurer in higher costs which may go against your driving record. If the delay is extreme, they may refuse to cover you. In the event of an accident you must report it immediately

You can contact the Devitt Claims Helpline on 0800 015 7535.

Details of the incident will be taken and your Insurer will be notified on your behalf.

The Devitt Helpline telephone number is shown on both the inside front cover and the carry card supplied at the back of this policy.

In case of an incident

If you have been involved in an incident and your motorcycle cannot be ridden, the Devitt Helpline will look after your immediate needs, arranging:

- for your motorcycle to be recovered to a repairer if you have Comprehensive cover or the accident is not your fault;
- to deal with any immediate concerns you may have, such as contacting those who need to know if you have been involved in an accident.

Important

When telephoning the Devitt Helpline, please have your policy number ready (as shown on your policy schedule and certificate of motor insurance). This will enable the Helpline team to act quickly.

Travelling abroad

If you take your motorcycle abroad

A Green Card is an International Certificate of Motor Insurance required as proof of motor insurance cover by countries outside of the policy Territorial Limits defined on Page 6.

All countries within the Territorial Limits have agreed that a Green Card is not necessary for cross border travel. Your certificate of motor insurance should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

Your Certificate of Motor Insurance carries statements on the reverse of the document in the main European languages for presentation to the police or other officials confirming that you have necessary insurance to ride in their countries.

There is no cover for countries outside the Territorial Limits. Your insurer may, however, be prepared to cover countries outside the Territorial Limits on request, in which case Devitt will provide you with a Green Card and an additional premium will be required.

Please refer to Section 6 of the policy wording for further information.

Driving Licence Information

There are specific requirements for the holding of a motorcycle driving licence. We will be pleased to help you if you are uncertain about your entitlement, but it is your responsibility to make sure you have the appropriate licence for the motorcycle you wish to insure. This is our understanding of the licensing position at the time of printing this policy.

Compulsory Basic Training (CBT)

Compulsory Basic Training (CBT) and the Theory Test are the qualifications you need to be able to ride a moped and/or motorcycle on the Public Highway or in any other public place (if you hold a car licence, please see below).

Motorcycle

A mechanically propelled two-wheeled vehicle, with an engine capacity exceeding 50cc, with or without a sidecar or trailer attached is classed as a motorcycle. A three-wheeled vehicle, having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart is also classed as a motorcycle.

Moped

A moped is a mechanically propelled two-wheeled vehicle with a maximum design speed not exceeding 50kmh (approx 31 mph) that has an engine capacity which does not exceed 50cc. If first used before 1st August 1977, pedals must also be capable of moving it.

Licences

Provisional moped licence

You must be at least 16 years old and hold a valid CBT certificate.

You can ride a moped with L-plates.

Full moped licence

You must be at least 16 years old and have passed both Theory and Practical tests.

You can ride a moped and, if you are 17 or over, you can also ride a motorcycle (up to 125cc) with L-plates.

Provisional licence with motorcycle entitlement

You must be 17 or older and hold a valid CBT certificate. The licence is only valid for two years. You can ride a motorcycle (up to 125cc) with L-plates.

Light motorcycle licence - A1

You must have passed both Theory and Practical tests on a motorcycle between 75cc and 125cc. You are allowed to ride motorcycles up to 125cc with a power output up to 11kW (14.6bhp).

Standard motorcycle licence - A

You must have passed both Theory and Practical tests on a motorcycle between 120cc and 125cc. For the first two years from the date of issue of the licence, you are allowed to ride motorcycles with a power output up to 25kW (33bhp) or a power/weight ratio not exceeding 0.16kW/kg. After two years, you can ride any motorcycle.

Automatics

If you pass the test on automatic or semi-automatic motorcycles, you will only be licensed to ride this type of machine.

Direct and Accelerated Access

These options allow you, if aged 21 or over, or if you reach the age of 21 during the initial two year period that a Standard motorcycle licence – A has been held, to receive tuition on a motorcycle with a power output that exceeds 25kW (33bhp), under approved supervision. You must take a test on a motorcycle with a power output of at least 35kW (46.6 bhp) and although you will revert to learner status while practising, test failure will not affect your existing licence.

If you pass the Direct or Accelerated Access test you will be granted a Full Standard motorcycle licence – A and the two-year qualifying period will no longer apply.

You can ride a motorcycle of any capacity.

Car licence

- If you obtained a full car licence prior to 1st February 2001, you are automatically entitled to ride a moped without L-plates and are allowed to carry a pillion passenger. Holding a valid CBT certificate is not compulsory but the Driving Standards Agency recommends that you take the preliminary course.
- If you obtained a full car licence on or after 1st February 2001, entitlement is provided to ride a moped but only after completing CBT. You are then entitled to ride a moped without L-plates and are allowed to carry a pillion passenger.
- Irrespective of the date a full car licence is obtained, provisional entitlement is provided to ride a learner motorcycle (up to 125cc) with L-plates but after completing CBT.

Motorcycle Policy Definitions

To save lengthy repetition wherever the following words or phrases occur, they will have these meanings:

Accessory/Accessories

Additional or supplementary parts of **your motorcycle** that have been fitted after its manufacture and are not directly related to its function as a **motorcycle**. These include radios that form an integral part of the **motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**.

Certificate of motor insurance

A document that **you** must have as evidence that **you** have the minimum motor insurance necessary to comply with the law. It shows who can ride **your motorcycle**, what purposes it can be used for and whether **you** are permitted to ride other motorcycles. Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate that is currently in force and not one that has been withdrawn or has ceased to be valid.

Endorsement/Endorsements

Changes in the **terms**, exceptions and conditions of your **policy** which are printed on or attached to your current **policy schedule**.

Excess/Excesses

The amount of any claim **you** will have to pay if **your motorcycle** is lost, stolen or damaged.

Fire

Fire, self-ignition, lightning and explosion.

Insurer/your insurer/their/them/they

The **insurer** named in the **policy schedule**.

Market value

The cost of replacing **your motorcycle** in the UK with one of the same make, model, specification, mileage, age and condition at the time of the accident or loss.

Motorcycle

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

Period of insurance

The period of time covered by this **policy** as shown in the current **policy schedule** and any further period for which **your insurer** agrees to insure **you**.

Permitted riders

Any person permitted to ride as described under the section of your current **certificate of motor**

insurance headed 'Persons or classes of persons entitled to drive'.

Policy

The **policy** booklet, **policy schedule**, **proposal form/statement of fact** and **certificate of motor insurance**.

Policy schedule

The details of **you**, **your motorcycle** and the insurance protection provided to **you** by the **insurer**.

Proposal form/statement of fact

The document recording the statements made and information provided by or for **you** when **you** apply for cover.

Terms

All **terms** exceptions, conditions and limitations which apply to the **policy**.

Territorial Limits

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

Theft

Theft or attempted **theft**.

The insured/you/policyholder

The person or persons described as **the insured** in the **policy schedule**.

Trailer

Any form of **trailer** which has been specifically designed to be towed by a **motorcycle**.

We/us/Devitt

Devitt is a trading name of Devitt Insurance Services Limited, Insurance Brokers. **Devitt** is authorised and regulated by the Financial Services Authority and is part of The Royal Bank of Scotland Group.

Your motorcycle/insured motorcycle

Any **motorcycle** described in the **policy schedule** and any other **motorcycle** for which the details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** and remains effective.

Motorcycle Policy Cover

Comprehensive

Operative sections

Sections 1, 2, 3, 4, 5 and 6 are operative

Third Party Fire and Theft

Section 1 is operative only in respect of loss or damage caused directly by **fire** or **theft**

Sections 2, 3, 4, 5 and 6 are operative

Third Party Only

Section 2, 3, 4, 5 and 6 are operative

Contract of insurance

Your **policy** is a contract of indemnity between **you** and the **insurer**. It is based on the information given by or for **you** when **you** applied for this insurance. In return for payment of the premium by **you**, the **insurer** will provide insurance in accordance with the **policy** cover shown in the **policy schedule** in respect of accident, injury, loss or damage occurring within the **Territorial Limits** during the **period of insurance**.

This **policy** booklet, the **proposal form/statement of fact**, the **policy schedule** and the **certificate of motor insurance** form your **policy** and should be read together. Your **policy** is proof of the contract between **you** and the **insurer**.

How to read your policy

This **policy** must be read as a whole. The general exceptions and general conditions appearing on pages 14- 16 apply to each section of the **policy**.

Governing Law

You and the **insurer** can choose the law which applies to this contract. Unless **you** and the **insurer** agree otherwise, English Law will apply.

Section 1

Loss or damage to your Motorcycle

Loss of or damage to your Motorcycle

If **your motorcycle** is lost, stolen or damaged, **your insurer** will, at **their** option:

- pay for **your motorcycle** to be repaired; or
- replace **your motorcycle**; or
- pay the amount of the loss or damage; and
- pay up to a maximum of £100 in respect of **accessories** and spare parts relating to **your motorcycle** while these are on **your motorcycle**.

The maximum amount **your insurer** will pay will be the **market value of your motorcycle** but not exceeding your estimate of value shown in **their** records.

If, to the knowledge of the **insurer**, **your motorcycle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **your insurer**.

Accident recovery

If **your motorcycle** is disabled through loss or damage insured under this **policy**, **your insurer** will pay:

- the reasonable cost of protection and removal to the nearest repairers;
- the reasonable cost of delivery to **you** after the repair but not exceeding the reasonable cost of transporting **your motorcycle** to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Excesses

If **your motorcycle(s)** is/are lost, stolen or damaged, (including the **motorcycle's accessories** and spare parts), **you** will have to pay the first part of any claim.

Your **policy schedule** will indicate the compulsory **excess** and any voluntary **excess** applicable to **your motorcycle(s)**.

All **excesses** (including voluntary **excesses**) are cumulative and **you** should pay careful attention to the **policy schedule** and any additional **endorsements** to establish the amount **you** will need to contribute in the event of a claim.

Section 1 Exceptions

Exceptions to Section 1 of your policy

Your **policy** does not cover the following:

1. Depreciation, wear and tear.
2. Failures, breakdowns or breakages of any mechanical, electrical, electronic or computer equipment.
3. Loss of use or other indirect loss.
4. Damage to tyres caused by braking or by punctures, cuts or bursts.
5. Loss of or damage to **accessories** and spare parts by **theft** if **your motorcycle** is not stolen at the same time.
6. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
7. Loss or damage to helmets and protective clothing.
8. Loss of value following repair.
9. Loss of **your motorcycle** including **accessories** and spare parts if it is left unattended at any time and if:
 - the ignition key has not been removed and the steering lock has not been set and put in operation;or
 - **you** have agreed with **your insurer** that a specially-fitted locking device, tracking device, immobiliser or alarm must be fitted, or **your insurer** has given **you** a discount from your premium for this, and the equipment was not in operation and/or activated at the time of the loss.
10. Repairs or replacements which increase the **market value** of **your motorcycle**.
11. The cost of paintwork above the cost of replacing the manufacturer's standard paintwork.
12. Any amount over the manufacturer's last list price for a replacement part or **accessory** if **your insurer** cannot obtain it from stock held within the United Kingdom.
13. Damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the **motorcycle** manufacturer's instructions.
14. Loss or damage resulting from **your motorcycle** being repossessed by, or returned to, its rightful owner.
15. Loss or damage to **your motorcycle** resulting from someone obtaining it by fraud or deception.
16. Loss or damage if **your motorcycle** is confiscated or destroyed by, or under the order of, any government or public or local authority.

Section 2 Liability to third parties

Liability to third parties

Your insurer will insure **you** in respect of all sums which **you** may be required to pay by law arising from death or injury to third parties, or damage to third party property (subject to the limits contained in Section 2 Exceptions 7.), as a result of an accident caused by:

- **your motorcycle**;
- any other **motorcycle** ridden by **you** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase or leasing agreement, provided that your current **certificate of motor insurance** indicates that **you** can ride such **motorcycle** and is not a **motorcycle** which has been seized by, or on behalf of, any government or public or local authority;
- any **trailer** while it is being towed by **your motorcycle**, subject to:
 - the **trailer** being properly secured to **your motorcycle** by towing equipment manufactured for the purpose; and
 - the method of towing staying within the manufacturer's recommended towing limits and any other relevant law.

Your insurer will also pay any expenses for which **you** have **their** written authority to claim.

Liability of other persons riding or using your motorcycle

Your insurer will also insure the following persons under this section in respect of all sums which **your insurer** may be required to pay by law arising from death or injury to third parties or damage to third party property as a result of an accident:

- any person **you** give permission to ride **your motorcycle** provided that your **certificate of motor insurance** allows that person to ride;
- any person **you** give permission to use (but not ride) **your motorcycle** but only whilst it is being used for social, domestic and pleasure purposes.

Indemnity to legal personal representatives

In the event of the death of anyone insured under this section, **your insurer** will protect his/her legal personal representatives against any liability of the deceased persons, if that liability is insured under this section.

Legal costs

Your insurer will pay for:

- solicitors' fees if anyone insured under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction;
- legal services up to an amount not exceeding £1,000 to defend anyone insured under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death, provided that at the time of the occurrences the rider is 21 years of age or more.

Your insurer will only pay these legal costs if they relate to an incident, which is covered under this section.

Section 2 Exceptions

Exceptions to Section 2 of your policy

The cover under this section will not apply:

1. If any person insured under this section fails to observe the **terms** exceptions and conditions of this **policy** as far as they can apply.
2. If any person insured under this section has other insurance covering the same liability.
3. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
4. To loss of or damage:
 - to property belonging to **you** or anyone insured by this **policy**;
 - to property being conveyed by **your motorcycle**.
5. In respect of damage to any **motorcycle, trailer** or property where cover in connection with the use or riding of that **motorcycle** is provided by this section.
6. To any liability caused by acts of terrorism as defined in the UK Terrorism Act 2000 except where such liability is required to be covered by the Road Traffic Acts.
7. To any liability for loss of or damage to other people's property over £20,000,000 (or £25,000,000 including costs) for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event.

Sections 3, 4, 5

Section 3

Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this **policy** operates requires **your insurer** to settle a claim which, if this law had not existed, **they** would not be obliged to pay, **your insurer** reserves the right to recover such payments from **you** or from the person who incurred the liability.

Section 4

Emergency treatment

Your insurer will reimburse any person using any **motorcycle** which is covered under this **policy** for payments made under the Road Traffic Acts for emergency treatment.

A payment under this section will not prejudice your No Claim Discount.

Section 5

No Claim Discount

If a claim is not made under your **policy**, your renewal premium will be reduced in accordance with the scale applicable at such time with **your insurer** (**Devitt** can tell **you** what the current scale is).

The No Claim Discount is applied to the **policy** premium as a whole (excluding any flat rate premiums) and in the event of a claim, the discount will be reduced in accordance with the scale applicable with **your insurer** at such time, regardless of the number of **motorcycles** insured under the **policy** and which **motorcycle** was involved. The reduction in discount will not apply if **you** have paid to protect your No Claim Discount, subject to the **terms** and conditions of that protection provided by **your insurer**.

No Claim Discount is not earned under a **policy** issued and in force for less than 12 months.

If **your insurer** consents to a transfer of this **policy** to another person, the No Claim Discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

Section 6 Continental use

Continental use – compulsory insurance requirements

In compliance with EU directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union;
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle. Eligible countries change from time to time. **Devitt** can tell **you** the current list of eligible countries.

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

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

Cover includes:

- transit by sea, air or rail in or between countries within the **Territorial Limits**;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **Territorial Limits**, subject to your liability arising as a direct result of a claim covered under this **policy**;
- General Average contributions, Salvage charges and Sue and Labour charges whilst **your motorcycle** is being transported by sea between or within any countries within the **Territorial Limits**, provided that **your motorcycle** is covered for loss or damage under this **policy**.

General exceptions applicable to all sections

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any **motorcycle** insured under this **policy** is being:
 - used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**
 - ridden by any person other than as described under the section of your **certificate of motor insurance** headed 'Persons or classes of persons entitled to drive' except that cover will not be withdrawn:
 - if the injury, loss or damage was caused as a result of **your motorcycle** being stolen or having been taken without your consent or other lawful authority
 - if the person riding does not have a driving licence and **you** had no knowledge of such deficiency
 - ridden by **you** unless **you** hold a licence to ride **your motorcycle** and are not disqualified from holding or obtaining such a licence
 - ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride **your motorcycle**, or is disqualified from holding or obtaining such a licence
 - ridden by, or is in the charge of for the purpose of being ridden by, any person to whom **your motorcycle** has been hired.
2. Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from:
 - any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:
 - earthquake
 - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

This exception will not operate if **you** can prove that an accident, injury, loss or damage was not caused by either of these perils.
6. Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.
7. Any loss, damage, injury or death occurring whilst any **motorcycle** insured under this **policy** is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Acts.

General conditions applicable to all sections

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal representatives must give **your insurer** full details of the incident.

Any communication **you** receive about the incident should be sent to **your insurer** immediately. **You** or your legal personal representatives must also let **your insurer** know immediately if anyone insured under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or if there has been a fatal accident.

2. **You**, or anyone else claiming under this **policy** must not admit to any claim, promise any payment or refuse any claim without the written consent of **your insurer**. If **your insurer** wants to, **they** can take over and conduct in your name, or in the name of the person claiming under the **policy**, the defence or settlement of any claim or take proceedings for **their** own benefit to recover any payment **your insurer** has made under this **policy**. **Your insurer** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this **policy** shall give **your insurer** all the information and assistance necessary for **them** to achieve a settlement.

Cancellation

3. **Your cancellation rights – the cooling off period**

If having examined your **policy** documentation **you** decide that the cover provided does not meet your requirements **you** have a statutory right to return your **certificate of motor insurance** and **policy schedule** to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP within 14 days of receipt or the start date of the **policy**, whichever is later, and to receive a refund of premium less any charge for the number of days for which cover has been provided. However no refund will be due if a claim involving the total loss of **your motorcycle** has been made during that period.

If **you** do not exercise your right to cancel your **policy** within the statutory cooling off period, it will continue in force.

After the 14-day cooling off period **you** can still cancel this **policy** at any time by returning your **certificate of motor insurance** to us. Provided that no claim has occurred in the current **period of insurance**, **your insurer** will calculate the premium for the period **they** have been insuring **you** and a rebate will be allowed in accordance with the scale shown in the **policy schedule**.

NB1 A cancellation will only become effective from the date **Devitt** receives the return of the current **certificate of motor insurance** or a Statutory Declaration, if **you** have lost the **certificate of motor insurance**.

NB2 **Your insurer** or **Devitt** may cancel this **policy** by sending not less than seven days notice to your last known address (and in the case of Northern Ireland, also to the Department of the Environment, Northern Ireland). **Your insurer** will calculate the premium for the period **they** have been insuring **you** and will refund any balance of premium due to **you**.

General conditions applicable to all sections (cont)

Other Insurance

4. If at the time of any claim arising under this **policy** there is any other insurance policy covering the same loss, damage or liability, **your insurer** will only pay **their** share of the claim.

This provision will not place any obligation upon **your insurer** to accept any liability under Section 2 that **they** would otherwise be entitled to exclude under Exception 1 to Section 2.

Your duty to prevent loss or damage

5. **You** shall at all times take all reasonable steps to safeguard **your motorcycle** from loss or damage. **You** shall maintain **your motorcycle** in efficient condition and **your insurer** shall have, at all times, free access to examine such **motorcycle**.

Premiums payable by instalments

6. If **you** are paying your premium in instalments and **you** miss a payment, **your insurer** will cancel your cover. **You** will be given seven days' notice prior to cancellation.

Your duty to comply with policy Conditions

7. The provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **endorsements** of this **policy**.

Fraud

8. **You** or anyone acting for **you** must not act in a fraudulent manner.

If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or

- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance,

then **your insurer**:

- will not pay the claim
- may at **their** option invoke the **policy** cancellation clause
- may recover from **you** the amount of any claim paid in relation to the incident
- will not make any return of premium
- may inform the police of the circumstances.

Parties to this contract

9. The parties to this contract of insurance are **you** and the **insurer**. No one else has any rights they can enforce under this contract except those they have under the Road Traffic Acts.

Data Protection notice

10. Please refer to the Data Protection notice within your **policy** documentation e.g. **Proposal form/statement of fact** and/or **Policy schedule**, which contains important information about the use of your personal details.

Please make sure that **you** read the Data Protection notice carefully.

By taking out this insurance **policy**, **you** confirm that your personal details may be used in accordance with the Data Protection notice. As the terms of the Data Protection notice will also apply to anyone else insured under your **policy**, **you** should also show the Data Protection notice to anyone else whose name **you** give **us** in connection with your **policy**.

Complaint Procedures, Regulation and Compensation

Complaint Procedures

Our aim at all times is to provide a first class standard of service. However, there may be occasions when **you** feel that this objective has not been achieved. Should **you** have any query or complaint regarding this insurance, please contact **Devitt. You** should ring 0800 032 0590 if prior to taking out cover, 0845 300 4870 if after cover is taken out or write to **us**, giving details of your complaint.

Please always quote your reference number and/or your **policy** number.

The address for complaints is:

Customer Satisfaction Manager
Devitt Insurance Services Limited
North House
St Edwards Way
Romford
Essex RM1 3PP

If **you** remain unhappy, please write with full details to the Managing Director of Devitt Insurance Services Limited at the same address.

If after taking this course of action **you** are still dissatisfied, once **you** have had either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner), **you** then have the right of referral to the Financial Ombudsman Service (FOS).

The address and telephone number is as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone No. 0845 080 1800

If your complaint is about **your insurer**, as denoted on the **policy schedule**, **Devitt** will advise **you** how to contact **them**.

If having referred the matter to the **insurer you** receive either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner) and **you** still remain dissatisfied, short of court action, **you** can do the following:

a) If **your insurer** is not a member of Lloyd's, to approach the Financial Ombudsman Service (FOS) for assistance at the address indicated above.

b) If **your insurer** is a member of Lloyd's, to refer the complaint to:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA
Telephone No. 020 7327 5693

If **you** are not satisfied with how the Policyholder & Market Assistance department at Lloyd's deals with your complaint and **you** have had either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner), **you** then have the right of referral to the Financial Ombudsman Service (FOS) at the address and telephone number, previously shown.

Taking any of the actions set out will not affect your right to take legal action if **you** deem necessary.

Regulation and Compensation

Your insurers and Devitt Insurance Services Limited are authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms and can be visited at www.fsa.gov.uk/register, or they can be contacted on 0845 6061234.

Under the Financial Services and Markets Act 2000, should a company be unable to meet all its liabilities to policyholders and customers, compensation may be available. Insurance advising and arranging and an insurer's activities of effecting and carrying out insurance business is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging and an insurer's activities of effecting and carrying out insurance business is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

To help you:

1. Tear off the card below using the perforated edge
2. Write your motorcycle insurance policy number in the space provided
3. Keep it somewhere safe

Your motorcycle insurance policy number

Customer Service telephone numbers

Policy bought direct from Devitt

Service: 0845 300 4870 Claims: 0800 015 7535

Policy bought from your Agent

Service: 01708 385 404 Claims: 0800 015 7535

Devitt can also arrange your:

Car Insurance 0800 389 2367

Home Insurance 0800 389 2373

Van Insurance 0800 015 2490

Lines Open:

8am – 8pm Monday – Friday

9am – 5pm Saturday

Devitt is a trading name of Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP.
Registered in England No. 2438974.
Authorised and regulated by the Financial Services Authority to arrange general insurance products.