



Post Office® Motorcycle Insurance



**MOTORCYCLE
INSURANCE
POLICY
DOCUMENT**

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Introduction to Post Office® Motorcycle Insurance

Post Office® Motorcycle Insurance, which is designed to meet the needs of motorcycle users, is underwritten from a panel of insurers and arranged by Devitt Insurance Services Limited.

The insurer denoted in the policy schedule is underwriting your policy, the terms exceptions and conditions of which are explained in the following pages.

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 always fully aware of our terms of business. We will provide you with statements of our current terms of business both at inception and at each subsequent renewal of your policy.

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 on the back page of this policy.

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

Your cancellation rights – the cooling off period

You have a statutory right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

If you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered and your insurer's minimum premium charge, as shown in your policy schedule. In addition a cancellation charge will be made by us as outlined in our Terms of Business.

However no refund will be due if a claim involving the total loss of your motorcycle has been made during the current period of insurance.

To exercise your right to cancel, please contact Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

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

You must also return your certificate of motor insurance immediately following cancellation.

Post Office® Motorcycle Insurance is underwritten from a panel of insurers and arranged by Devitt Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England No: 2438974.

Information

Extending your policy cover

Devitt offers a range of options 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 you do not keep to these. 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 Claims Helpline telephone number on 0800 092 4237.

Full details of the incident will be taken and your Insurer will be notified automatically on your behalf.

The Helpline telephone number is also shown on the back page of this policy.

In case of an incident

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

- for your motorcycle to be recovered to your own repairer, or an approved repairer if appropriate;
- to deal with any immediate concerns you may have, such as contacting those who need to know that you have been involved in an accident.

Important

When telephoning the Claims Helpline, please have your policy number ready (as shown in your policy schedule and Certificate of Motor Insurance). This will enable the Claims Helpline to act quickly.

Customers with disabilities

This policy and other documentation are also available in large print, audio and Braille. If you require any of these formats please contact Devitt.

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 European Union, Croatia, Iceland, Norway, Switzerland (including Liechtenstein) and Andorra.

A Green Card is not required by law to cross borders within the European Union and the countries mentioned above as all EU countries and certain other countries comply with the first directive on motor insurance, which says that every insurance policy issued in the EU must provide the minimum insurance cover required by law in any other EU country.

There is no cover for countries outside of the European Union, Croatia, Iceland, Norway, Switzerland (including Liechtenstein) and Andorra. Your insurer may, however, be prepared to extend cover on request, in which case an additional premium will be required by your Insurer for the extension of policy cover and Devitt will provide you with a Green Card.

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

Regulation and Compensation

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Devitt Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on **0800 111 6768**.

Under the Financial Services Compensation Scheme (FSCS), should a company be unable to meet all its liabilities to policyholders and customers, compensation may be available, depending on the type of insurance and the circumstances of the claim.

Your insurer/underwriter and Devitt Insurance Services Limited are members of the FSCS.

Further information can be obtained on request, by visiting the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone 0800 678 1100 or 020 7741 4100.

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 needed by 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 in 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 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 shall also be classed as a **motorcycle**.

Period of insurance

The normal 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, including transporting **your motorcycle** by sea between their ports.

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 built 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 Conduct Authority.

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

Operative sections

Comprehensive

- 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

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

Contract of insurance

The **policy** is a contract between **you** and the **insurer**. **You** enter into a contract with the **insurer** when **you** agree to take out the **policy** on the terms and conditions the **insurer** has offered and to pay the premium. It is the **policyholder's** responsibility to ensure that all **permitted riders** are aware of the terms and conditions of the **policy**.

This policy booklet, the **proposal form/statement of fact**, the **policy schedule**, the **certificate of motor insurance**, and any changes to your insurance **policy** contained in notices issued by **us** at renewal form your **policy** and should be read together.

In return for paying your premium, the **insurer** will provide the cover shown in your schedule under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the existing contract of insurance.

The **insurer's** provision of insurance is conditional upon all persons who seek to claim under this **policy** observing the **terms**, provisions, conditions and clauses of this **policy**.

Renewal of the contract of insurance

Each renewal of the **policy** represents a new contract of insurance.

For existing customers who pay annually or monthly, **you** enter into a new contract of insurance with the **insurer** commencing on the date when **you** agree to renew the **policy** and to pay the premium. **You** and **permitted riders** will be covered for the **period of insurance** shown on the renewal schedule.

Information and changes your insurer needs to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew your **policy**.

Please tell **Devitt** immediately to let **your insurer** know if there are any changes to the information set out in the **proposal form/Statement of Fact, certificate of motor insurance** or on the **policy schedule**.

You must also tell **Devitt** immediately to let **your insurer** know about the following changes:

- A change to the people insured, including **permitted riders**.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured, including **permitted riders**.
- Criminal convictions for any of the people insured, or to be insured, including **permitted riders**.
- A change of motorcycle.
- Any change affecting ownership of the motorcycle.
- Any change in the way that the motorcycle is used.
- A change in occupation for any of the people insured.
- Any medical conditions for any of the people insured.
- If **you** change your address or the address where the motorcycle is kept overnight.
- Any modifications to or alterations from the manufacturer's standard specification of the motorcycle. **We** must be advised of changes which improve its value, attractiveness to thieves, performance or handling (including changes to paintwork, or introduction of decals or stickers, or the addition of optional fitted accessories such as panniers, top box, fairing, engine management accessories etc).

If **you** are in any doubt, please contact **Devitt**.

When **your insurer** is notified of a change, **they** will tell **us** if this affects your **policy**, for example whether **they** are able to accept the change and if so, whether the change will result in revised **terms** and/or premium being applied to your **policy**.

If the information provided by **you** is not complete and accurate:

- **your insurer** may cancel your **policy** and refuse to pay any claim, or **your insurer** may not pay any claim in full, or
- **your insurer** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

How to read your policy

This **policy** must be read as a whole. The general exceptions and general conditions appearing on pages 14–18 apply to each section of the **policy**.

Choice of Law

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

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

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Section 1 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**.

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 Loss of, or damage to, your motorcycle (cont)

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 value as a result of damage, whether repaired or not.
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 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

Your 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**;
 - there is a current and valid policy of insurance in force for the **motorcycle** being ridden under this section: and
 - it is not a **motorcycle** which has been seized by, or on the behalf of, any government or public 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 manufacturers 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.

Section 2 Liability to third parties (cont)

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 occurrence 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

Your policy does not cover the following:

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**. Please note that this is no guarantee that your premium will not rise.

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 within **their** Underwriting rules, 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

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 where the United Kingdom have signed the Multilateral Agreement to provide the equivalent minimum Road Traffic Acts cover of that country relating to civil liabilities arising from the use of a motorcycle. Eligible countries change from time to time. **Devitt** can tell **you** the current list of eligible countries.

Policy cover abroad

In addition to this minimum cover, the **policy** provides the cover shown in the **policy schedule** in any country referred to above 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 by a recognised carrier in or between any countries to which the insurance applies provided the journey does not take longer than 65 hours under normal conditions.
- 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 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. Any legal liability, loss or destruction of, or damage to, any property or any indirect loss, expense or liability caused or contributed to, by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or its nuclear parts.
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.

General exceptions applicable to all sections (cont)

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. To 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

You must comply with the following conditions to have the full protection of your **policy**. If **you** do not comply with them **your insurer** may at **their** option cancel the **policy** or refuse to deal with your claim or reduce the amount of any claim payment.

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. After the 14 day statutory cooling-off period, **you** can still cancel this **policy** at any time. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered and **your insurer's** minimum premium charge, as shown in your **policy schedule**. In addition a cancellation charge will be made by **us** as outlined in our Terms of Business.

To exercise **your** right to cancel, please contact Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP

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**.

Your insurer or **Devitt** may cancel this **policy** by sending 7 days notice to your last known address. **You** will be entitled to a refund of premium paid, subject to a deduction for the time for which **you** have been covered.

If the **policy** is cancelled after the 14 days statutory cancellation period then no refund will be due if a claim has been made on the policy during the current period of cover.

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. **You** must then return the **certificate of motor insurance**.

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 any person acting for **you** must not act in a fraudulent manner.

If **you** are 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 by your willful 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.

General conditions applicable to all sections (cont)

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 this way. 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** have given **us** in connection with your **policy**.

Information we need to know about

11. **You** must take reasonable care to provide complete and accurate answers to the questions **you** are asked when **you** take out, make changes to, and renew your **policy**.

If the information provided by **you** is not complete and accurate:

- **your insurer** may cancel your **policy** and refuse to pay any claim, or
- **your insurer** may not pay any claim in full, or
- **your insurer** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected

Complaint procedures

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 158 2177 if prior to taking out cover, 0845 301 4563 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 is:

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

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:

0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk

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

a) If **your insurer** is not a member of Lloyd's, and **you** have received either a final response letter from **your insurer** regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner) and **you** remain dissatisfied, short of court action, **you** may approach the Financial Ombudsman Service (FOS) for assistance at the address indicated above.

b) If **your insurer** is a member of Lloyd's and **you** have either received a final response letter from **your insurer** regarding your complaint or it is two weeks since **you** raised your complaint (whichever is sooner) and **you** remain dissatisfied, **you** may refer your complaint to:

Policyholder & Market Assistance
Market Services

Lloyd's

One Lime Street, London, EC3M 7HA

Telephone No. 020 7327 5693

Fax No. 020 7327 5225

Email complaints@lloyds.com

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 six 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.

Regardless of whether your complaint was referred to Devitt Insurance Services Limited or **your insurer**, 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) and **you** are still not satisfied, **you** then have the right of referral to the Financial Ombudsman Service (FOS) as detailed above.

Whilst we are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

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POST OFFICE® MOTORCYCLE INSURANCE...**

Life Insurance	0800 158 3022
Over 50's Life Cover	0800 158 3021
Car Insurance	0800 434 6719
Home Insurance	0800 434 6705
Van Insurance	0800 294 8355
Lifestyle Protection	0800 633 5193
Travel Insurance	0800 169 9999
Pet Insurance	0800 218 2389

Customer Service telephone numbers

Service: 0845 301 4563

Claims: 0800 092 4237

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