



Post Office Money Motorbike Insurance

Motorbike Insurance Policy Document

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Introduction to Post Office Money Motorbike Insurance

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

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

As part of our service to customers we wish to ensure that you are 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.

The insurer denoted in 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 on the back page of this policy.

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

Your cancellation rights – the cooling off period

This insurance provides you with a reflection period to decide whether you wish to continue with the full policy. The reflection period is for 14 days from the date you receive your policy documentation. 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 pro rata charge for the time for which you have been covered. Your insurer will also apply an administration charge of £25 plus Insurance Premium Tax. 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 motorbike has been made during the current period of insurance.

To exercise your right to cancel, please contact Devitt Insurance Services Limited, by email, telephone or in writing. 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.

Information

Extending 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 0345 504 0349.

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

In case of an incident

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

- for your motorbike 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 Claims Helpline, please have your policy number ready (as shown in your policy schedule and certificate of motor insurance). This will enable the Helpline team 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.

If you take your motorbike abroad

A Green Card is an International Certificate of Motor Insurance required as proof of motor insurance cover to ride in countries outside of the European Union, 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.

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.

Information (cont)

There is no cover for countries outside of the European Union, 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 **www.fca.org.uk/register** 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, PO Box 300, Mitcheldean, GL17 1DY. Telephone 0800 678 1100 or 020 7741 4100.

Motorbike Policy Definitions

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

Accessory/Accessories

Items specifically designed to be fitted to **your motorbike** but are not related to its function as a **motorbike**. This may include items such as top-boxes, tank bags and luggage carriers whilst fitted to **your motorbike**, but does not include radios, helmets or clothing.

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 what motorbike is covered, who can ride your motorbike, what the motorbike can be used for, and whether you are permitted to ride other motorbikes. 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 motorbike** is 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 motorbike** in the UK with one of the same make, model, specification, mileage and condition at the time of the accident or loss.

Motorbike

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 **motorbike**.

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**.

Motorbike Policy Definitions (cont)

Policy schedule

The document that sets out details of **your motorbike**, who is entitled to drive **your motorbike**, 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 motorbike** between any of these countries.

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 **motorbike**.

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 motorbike/insured motorbike

Any **motorbike** described in the **policy schedule** and any other **motorbike** for which the details have been supplied to **us** and a **Certificate of Motor Insurance** bearing the registration mark of that **motorbike** has been delivered to **you** and remains effective.

Motorbike 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**.

Motorbike Policy Cover (cont)

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 **motorbike**.
- Any change affecting ownership of the **motorbike**.
- Any change in the way that the **motorbike** is used.
- A change in occupation for any of the permitted drivers.
- Any medical conditions for any of the permitted drivers.
- If you change your address or the address where the **motorbike** is kept overnight.
- Any modifications to or alterations from the manufacturer's standard specification of the **motorbike**. **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 to 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 motorbike

Loss of, or damage to, your motorbike

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

- pay for **your motorbike** to be repaired; or
- replace **your motorbike**; or
- pay the amount of the loss or damage; or
- pay up to a maximum amount of £400 in respect of loss or damage of **accessories** and spare parts relating to **your motorbike** while these are attached to **your motorbike**.

The maximum amount your **insurer** will pay will be the **market value** of **your motorbike**.

If, to the knowledge of the **insurer**, **your motorbike** 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**. **Your insurer** will not be liable to pay any other amount you are contractually obliged to pay under your lease or higher purchase agreement over and above the **market value** of the **motorbike**.

New motorbike replacement

If **your motorbike** is less than six months old and **you** have been the first and only registered keeper and legal owner, **your insurer** will replace it with a new one of the same make and specification if it has:

- Been stolen and not found; or
- Suffered damage covered by the policy and the cost of repairing it will be more than 70% of the last United Kingdom list price as new (including taxes).

Your insurer can only do this if a replacement motorbike is available in the UK and anyone who has a legal interest agrees. If a suitable replacement motorbike is not available, **your insurer** will settle the claim by one of the methods shown in Section 1 – Loss of, or damage to, your motorbike.

Accident recovery

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

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

Excesses

If your **motorbike(s)** is/are stolen or damaged, (including the **motorbike'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 motorbike(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 motorbike (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 or other indirect loss 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 **motorbike** 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 motorbike** 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 motorbike**.
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 **motorbike** manufacturer's instructions.
14. Loss or damage resulting from **your motorbike** being repossessed by, or returned to, its rightful owner.
15. Loss or damage to **your motorbike** resulting from someone obtaining it by fraud or deception.
16. Loss or damage if **your motorbike** 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 motorbike**;
- any other **motorbike** 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 **motorbike**;
 - there is a current and valid policy of insurance in force for the **motorbike** being ridden under this section; and
 - it is not a **motorbike** which has been seized by, or on the behalf of, any government or public authority;
- any **trailer** while it is being towed by **your motorbike**, subject to:
 - the **trailer** being properly secured to **your motorbike** 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 motorbike

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 motorbike** provided that your **Certificate of Motor Insurance** allows that person to ride;
- any person **you** give permission to use (but not ride) **your motorbike** 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 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

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 transported by **your motorbike**.
5. In respect of damage to any **motorbike, trailer** or property where cover in connection with the use or riding of that **motorbike** 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 **motorbike** 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 **motorbikes** insured under the **policy** and which **motorbike** 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 Foreign 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 motorbike. 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 motorbike** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- use of **your motorbike** 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 motorbike** 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 motorbike** is being transported by sea between or within any countries within the **Territorial Limits**, provided that **your motorbike** 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 **motorbike** 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 motorbike** being stolen or having been taken without your consent or other lawful authority;
 - ridden by **you** unless **you** hold a licence to ride **your motorbike** 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 motorbike** 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 motorbike** 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 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 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 other 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 **motorbike** 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. Providing there have been no claims in the current period of insurance **your insurer** will refund the premium relating to the remaining period of insurance calculated on a proportionate basis dependant on the number of days left to run under the policy less a premium charge of £25 plus Insurance Premium Tax. 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, by email, telephone or in writing.

Our rights to cancel your insurance

- Your insurer** or **Devitt** may cancel this policy by sending 7 days' notice to your last known postal and/or email address if:
- **you** don't pay the premium or an instalment when **Devitt** have notified you that the outstanding amount is required by a specific date;
 - **you** or anyone else covered by this insurance hasn't met the **terms** and conditions in this document of **motorbike** insurance including those shown on your schedule;
 - **you** have not provided the requested documentation, e.g. proof of bonus or a copy of your driving licence;
 - a change in your circumstances means that we can no longer provide cover;

General conditions applicable to all sections (cont)

- **we** identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you're not entitled, see General Conditions;
- **you** behave in a manner that makes it inappropriate for **your insurer** or **Devitt** to continue your insurance, e.g. if **you** harass or show abusive or threatening behaviour towards our staff.

The cancellation letter will confirm the reason for cancellation. The insurance will end immediately when the 7 days' notice period expires.

We will refund the balance of your premium that applies to the remaining period of cover unless fraud has been identified. If a refund is paid, a cancellation charge will be deducted from the refund.

If a claim has been made, **we** will cancel your cover but may not refund any premium. If you're paying by instalments, **you** must still pay **Devitt** the balance of the full annual premium.

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.

Your duty to prevent loss or damage

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

Premiums payable by instalments

6. If **you** are paying your premium in instalments and **you** miss a payment your Broker will contact **you** to request payment by a specific date. If they do not receive the payment by this date they will write to **you** giving you 7 days' notice of cancellation. Your policy will be cancelled if payment is not received by the end of the cancellation period.

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** 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 by your wilful act or with your collusion,

then **your insurer**:

- will not pay the claim;
- may at their option invoke the **policy** cancellation clause;

General conditions applicable to all sections (cont)

- 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.

Misrepresentation

If **you** or anyone representing **you**:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- Provides us with false documents; or
- Makes a fraudulent payment by bank account and/or card;

Then **your insurer** may:

- Agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **their** administration costs;
- Reject a claim or reduce the amount of payment **they** make;
- Cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **them**, and apply a cancellation premium charge.

Where fraud is identified your **insurer will**:

- Not return any premium paid by **you**.
- Recover from **you** any costs they incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

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

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 0345 872 3594 if prior to taking out cover, 0345 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 for complaints 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 is as follows:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone:

0800 023 4567 (Free from landlines and mobile phones) or

0300 123 9123 Calls to this number cost no more than calls to 01 and 02 numbers

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

Email:

complaint.info@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 previously shown.

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:

Complaints Department

Lloyd's
One Lime Street
London EC3M 7HA
Telephone No. 020 7327 5693
Fax No. 020 7327 5225

Email complaints@lloyds.com
www.lloyds.com/complaints

Complaint procedures (cont)

If **you** are not satisfied with how the Complaints 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 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.

You can buy more than just Post Office Money Motorbike Insurance...

Life Insurance	0330 123 3947
Over 50's Life Cover	0330 123 3977
Car Insurance	0330 018 3770
Home Insurance	0330 018 8207
Van Insurance	0330 018 3793
Travel Insurance	0330 123 3690
Pet Insurance	0800 035 5157

Customer Service telephone numbers

Service: 0345 301 4563

Claims: 0345 504 0349