



powered by  dayinsure.com

Policy Booklet



Welcome to Chaucer Motorcycle

We are pleased to welcome you as a Chaucer Motorcycle policyholder and thank you for choosing to insure your motorcycle with Chaucer Insurance. We aim to provide the best cover and claims service for all our policyholders to give you peace of mind motoring.

This policy booklet, together with your Policy Schedule, Certificate of Motor Insurance and the Proposal Form or Statement of Insurance, forms the contract between you and us. Please take the time to read and understand it and keep the documents together in a safe place.

We have done everything possible to make your insurance documents as straightforward as possible. This policy booklet gives useful advice on how to make a claim and what you can do if you are unhappy with our service. If you have any questions, please call your insurance adviser who arranged this cover for you.

On behalf of everyone at Chaucer Insurance we wish you an incident free period with Chaucer Motorcycle.

Yours faithfully

A handwritten signature in black ink, appearing to read 'K Barber', with a small dot at the end.

K Barber

Underwriter
Chaucer Insurance

Important Information

This document is a legally binding contract of insurance between you and us. Please read the definitions on page 6 of this document.

The information you submitted in the Proposal Form or Statement of Insurance forms the basis upon which we have agreed to provide cover. If you know or believe that any information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us accurate and complete information, your insurance may not be valid and we could refuse to pay any claim. If you need a copy of the Proposal Form or Statement of Insurance, please ask your insurance adviser.

We have agreed to insure you under the terms, conditions and exceptions in this document or in any endorsements and you must have paid the premium shown in your Policy Schedule for the policy to be valid.

This document has been issued by Chaucer Insurance under the authority granted by the Lloyd's Underwriting Byelaw 2003.

Signed

A handwritten signature in black ink, appearing to be 'J. Walker', written in a cursive style.

Index in page order

	Page
Definitions -	The meaning of certain words and phrases 4
Cover -	The cover you have 4
Section 1 -	Liability to others 5
	Exceptions to section 1 6
Section 2 -	Towing 6
Section 3 -	Damage to your motorcycle 7
Section 4 -	Fire and theft cover 8
	Exceptions to sections 3 and 4 9
Section 5 -	Legal costs 10
\General exceptions -	Restrictions which apply to your insurance 11
General conditions -	Certain conditions that you must keep to 12-13
Reporting accidents -	What to do if you have an accident 14
Customer care -	About our service 15
	Who to contact if you are dissatisfied 15
Endorsements -	Changes to the terms of the insurance 16

Definitions

Certificate of motor insurance	-	the legal document which is evidence that you have the insurance needed by law. This document shows the insured motorcycle, who may drive it and the purposes for which it may be used.
Chaucer Insurance	-	the underwriters who will only pay their share of a claim. They are part of an authorised Lloyd's Syndicate. If you want to know all their names and what percentage each must pay, write to us quoting the document reference number and the year you started this insurance. You will find this information on your schedule.
Endorsement	-	a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.
Excess	-	the amount you have to pay towards any claim under this insurance.
Market value	-	the cost of replacing your motorcycle, if this is possible, with one of a similar make, model, year, mileage and condition.
Period of insurance	-	the length of time covered by this insurance as shown in the schedule.
Retail customer	-	an individual who is acting for purposes which are outside his trade, business or profession.
The schedule	-	details of the sections of this insurance document which apply to you.
Unattended	-	when you are not sitting on your motorcycle.
United Kingdom	---	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
We, us, our	-	Chaucer Insurance.
You, your	-	the insured person named in the certificate of motor insurance and the schedule.
Your motorcycle	-	the insured motorcycle shown in the schedule.

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

Cover

Comprehensive - If you choose comprehensive cover, all the sections of this document apply.

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

Use

Your motorcycle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements.

Your motorcycle will not be covered while it is being used for any competition, rally, trial, track day, performance test, race or speed trial (whether between motor vehicles or otherwise). This exclusion applies even if the event is not on a public road and regardless of whether it is authorised by the police or another relevant authority.

Section **1**

Liability to others

What we cover

Using your motorcycle

We will cover any payments that have to be made for:

- death of or injury to another person; or
- damage to other people's property;

as a result of an accident involving your motorcycle.

Others using your motorcycle

We will cover you for the following.

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

Legal personal representatives

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

Section 1

Exceptions to section 1

What we do not cover

- a -Anyone who is not driving, but who makes a claim, if they knew the person driving the motorcycle did not hold a valid driving licence.
- b -Anyone who is covered by other insurance.
- c -The death of or injury to the person driving the motorcycle.
- d-- Damage, loss of use or any other loss to:
 - -any motorcycle which is covered under this insurance;
 - -any property you or anyone else driving the motorcycle owns or is looking after; and
 - any trailer towed by or attached to your motorcycle.
- e -Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- f -Payment of more than £20 million (including legal costs) for damage to other people's property arising from any one claim or series of claims arising from one cause.

Section 2

Towing

What we cover

We will extend section 1 of your insurance to cover you while your motorcycle is towing a trailer which is securely attached to your motorcycle in line with the manufacturer's recommendations.

We will not cover damage or loss to the trailer or contents being carried in it.

Section 3

Damage to your motorcycle

What we cover

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

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

We will either:

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

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

The most we will pay

If your motorcycle was:

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

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

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

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

whichever is lower.

Section **4**

Loss or damage to your motorcycle by fire or theft

What we cover

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

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

We will either:

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

The most we will pay

If your motorcycle was:

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

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

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

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

whichever is lower.

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

Exceptions to sections 3 and 4

What sections 3 and 4 do not cover

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

Section **5**

Legal costs

What we cover

We will provide a legal representative to advise and represent anyone covered under section 1, if proceedings are taken out against that person for manslaughter or causing death by dangerous driving.

What we do not cover

- a Costs covered by another insurance policy.
- b -Proceedings where the person driving the motorcycle was under 30 at the time of the accident.
- c -Proceedings where the person driving the motorcycle was under the influence of alcohol or any drug at the time of the accident.

--Our cover under this section is limited to £5,000 in any one year of insurance.

We can settle any claims by paying you £5,000, less the costs that we have already paid.

General exceptions

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

A -Any liability to others, or loss of or damage to any motorcycle covered by this insurance when the motorcycle is:

- 1 being driven by or is in the charge of anyone who is driving without your permission or is not included to drive in the certificate of motor insurance or who is excluded by an endorsement;
- 2 in the charge of anyone who is disqualified from driving, or who has not held, or who by law is prevented from holding or getting a driving licence;
- 3 being driven outside the limitations of the driver's licence;
- 4 outside the United Kingdom, unless it is allowed by section 5;
- 5 being used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
- 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
- 7 being driven with a load or a number of passengers which is unsafe;
- 8 carrying an insecure load;
- 9 towing a trailer which is unsafe or has an insecure load; or
- 10 used for a purpose not included in your certificate of motor insurance.
- 11 Any other passenger on your motorcycle

B -Any result of war, revolution or any similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property.

C -Any loss or damage caused by:

- earthquake; or
- -riot or civil commotion happening in Northern Ireland or outside the United Kingdom.

D -Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.

E -Any loss or damage caused directly or indirectly by:

- -ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- -the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.

F -Loss or damage caused by pressure waves from aircraft or flying objects.

G -Loss or damage by pollution or contamination, however caused, other than needed by the Road Traffic Acts or any other laws which apply to motor insurance.

H -Any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to sections 3 and 4 of this insurance.

General conditions

A -We will only provide the cover described in this insurance under the following circumstances.

1 -Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.

2 -The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid or your insurance not being valid.

3 -‘Your motorcycle’ means any motorcycle that you have told us about and that we have agreed to cover.

We will only provide cover if you have paid the premium.

B -If a claim is made which you or anyone acting for you knows is false, or you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid and you will lose any premium you have paid.

C -After any event which could lead to a claim, tell us immediately by writing to the address at the end of this document. If any incident involves theft, attempted theft or vandalism you must also report this to the police as soon as the incident is discovered.

D -You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.

E -We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.

F ---If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.

G -If your motorcycle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer’s last United Kingdom list price. If your motorcycle is an imported vehicle and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer’s last list price in the country your motorcycle came from. We will not pay for the cost of importing any part or accessory needed to repair your motorcycle.

H -If your motorcycle is under a hire purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.

I -If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount over that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

J -You must keep your motorcycle in a roadworthy condition at all times, and protect it from loss or damage. We can examine your motorcycle at any reasonable time.

-K You must lock and secure your motorcycle at all times when you leave it.

General conditions continued on the next page.

General conditions (continued)

L -If you have an accident, you must take all possible steps to protect your motorcycle and its accessories and contents. If the damage to your motorcycle is covered by this insurance, you must arrange for your motorcycle to be taken to the nearest repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to use your motorcycle. When your motorcycle is at the repairer you must get an estimate for the cost of the repairs and send it to us immediately. One of our approved automotive assessors must inspect your motorcycle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your motorcycle to another repairer. We have the right to move your motorcycle to a safe storage place without asking you.

M -If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your motorcycle.

N -You cannot transfer this insurance to anyone else.

O -If your motorcycle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, when we settle your claim your motorcycle will become our property. We will not refund any premium for the period of insurance you have left but we may decide to let the cover continue for a replacement motorcycle.

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

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

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

Very important if you have an accident

What to do if you have to make a claim

- 1 -Do not drive away. You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 -Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 -If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 -Write down the names and addresses of any witnesses.
- 5 -Draw a diagram of the scene. Show as much detail as possible - include:
 - the position of all the vehicles before and after the accident;
 - the speeds and distances;
 - road names and layout;
 - where witnesses were standing;
 - any obstructions to your or another road user's view; and
 - anything that could be relevant to the accident.
- 6 -Do not admit you were at fault in any way or offer to make a payment. If any other person does this, remember to report it to us.
- 7 -You need to tell us about any incident involving damage to or loss of your motorcycle, please telephone us immediately on 0800 072 2050. You should telephone this number even if your policy does not cover the damage.
- 8 -If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action.

Customer care

About our service

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you feel that we have not provided a first-class service, or if you have any questions about your insurance, please contact the broker or intermediary who arranged cover for you.

If you are not satisfied with his or her response, please write, quoting the policy number shown on your schedule, to:

The Underwriter
Chaucer Insurance
Chaucer Business Park
Thanet Way
Whitstable
Kent
CT5 3FD.

If you are still not satisfied

If you remain dissatisfied, you can refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA.

Phone: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

Complaints that the Complaints Department cannot resolve may be referred to the Financial Ombudsman Service. You can get further details from us at the appropriate stage of the complaints process.

Endorsements

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the full details of vehicles, values or drivers which apply to the relevant endorsement(s).
M05	Damage excess – £1000 We will not pay the amount shown above for the first part of any claim you make under Section 3 of your policy booklet.
M12	Drink and drugs clause – (name) If any accident happens when the person named against this endorsement is driving your motorcycle and that person is convicted of an offence involving drink or drugs, we will only pay the amount needed by law.
M82	Fire and theft excess – £(amount) We will not pay the amount shown above for the first part of any claim for loss or damage caused by fire, theft or attempted theft. This excess will not apply to spare parts or fitted accessories
MM7	Warranted immobiliser -It is a condition of your policy that, from inception of your policy, your motorcycle is fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2) which has been notified and approved by us. If you change your motorcycle in the future then an approved alarm and immobilisation device (ABI Thatcham 1) and/or an approved immobilisation device (ABI Thatcham 2) must be fitted to your motorcycle from the date we go on cover and again we must be notified and approve the device fitted. We will not provide cover under Section 4 of your policy in respect of theft or attempted theft of your motorcycle unless:– a) it has been fitted with an approved alarm and immobilisation device (ABI Thatcham 1) or an approved immobilisation device (ABI Thatcham 2). If the above were not fitted by the motorcycle manufacturer then a copy of the installation certificate has to be sent to us with your claim form; and b) the device was activated and working efficiently at the time of loss; and c) all keys used to activate/deactivate the alarm and immobilisation device or immobilisation device fitted to your motorcycle have to be submitted intact to us with your claim
MR6	Garaging While your motorcycle is parked at or in the proximity of: your private dwelling house, or any other address where your motorcycle is usually kept if an alternative address has been specifically agreed by us, cover for theft or attempted theft is restricted to loss or damage occurring while your motorcycle is in a locked private garage or outbuilding.
MV6	Warranted mechanical immobiliser You must fit an approved mechanical immobiliser to your motorcycle. The immobiliser must be operational when you leave your motorcycle. If you do not do this we may not deal with any theft or attempted claim made under Section 4 of your policy booklet.

Chaucer Insurance, Prospect House, Chaucer Business Park, Thanet Way, Whitstable, Kent CT5 3FD

Chaucer Insurance is a trading name of an authorised Lloyd's syndicate managed by Chaucer Syndicates Limited, which is registered in England (No. 184915).

Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AD