

**Bikesure  
Claims Line  
0844 888 8775**



**T R I N I T Y  
L A N E**

**Motorcycle Policy Booklet**

# About your insurance

We are pleased to welcome you as a policyholder.

Your motor insurance is made up of the following four documents.

- This insurance booklet
- The schedule, which shows any endorsements applying to your insurance
- The certificate of motor insurance
- The proposal form or statement of insurance

You should read all these documents and keep them in a safe place.

We have agreed to provide cover based on the information you gave in the proposal form or statement of insurance. If you know or believe that any of that information is incorrect or missing, please tell your insurance adviser immediately. If you do not give us full and accurate 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 done everything possible to make your documents straightforward and you should find them easy to follow. The guidance notes on each page will help you understand your cover. If you have any questions, please call your insurance adviser. You will also find useful advice on how to make a claim and what you can do if you are unhappy with our service.



# Motorcycle insurance

Please read the definitions on page 5 of this document.

You have taken out insurance with us (Trinity Lane Insurance Company Limited). This document gives details of a legally-binding contract of insurance.

We have used the information you have given us in the declaration and either the proposal form or statement of insurance.

We have agreed to insure you under the terms, conditions and exceptions in this document and any endorsements relating to it. You must have paid the premium shown in the schedule to be covered under this policy.

We are authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general motor and accident classes of insurance.

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# Definitions

**Accessories** – parts of your motorcycle which do not directly relate to its function as a vehicle or are not a vital part of the motorcycle. These include top boxes, tank bags and other luggage carriers.

**Annual mileage** – the maximum number of miles that your motorcycle is allowed to be driven in any one year of insurance.

**Annual premium** – the premium we charge to provide you with cover for a period of 12 months.

**Certificate of motor insurance** – the legal document used as evidence that you have the insurance needed by law. This document shows the insured motorcycle, who can ride it, and the purposes for which it can be used.

**Endorsement** – a change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule. Each endorsement has its own number.

**Excess** – the amount you have to pay towards any claim under this insurance, as shown in your schedule.

**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 or her trade, business or profession.

**The schedule** – details of the sections of this insurance document which apply to you.

**Unattended** – when you or any passengers are not sitting on your motorcycle.

**United Kingdom** – England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**We, us, our** – Trinity Lane Insurance Company Limited. We will only pay our share of a claim.

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

**Your motorcycle** – the insured motorcycle, trike (tricycle), scooter, moped or quad bike shown in the schedule.

You should read the policy, schedule and certificate of motor insurance and any later endorsements as if they are one document. Any word or expression that has been defined in this policy has the same meaning wherever it appears.

# Cover

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

**1 Comprehensive** – If you choose comprehensive cover, all the sections of this document apply.

**2 Third party, fire and theft** – If you choose third party, fire and theft, sections 1, 2, 4, 5, 6, 7 and 8 only will apply.

**3 Third party only** – If you choose third party only, sections 1, 2, 5, 6, 7 and 8 only will apply.

**4 Fire and theft only** – If you choose fire and theft cover only, sections 4 and 8 only will apply. (You can only have this cover if you keep your motorcycle in a locked garage or outbuilding and it is not being used by anyone.)

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.

**This insurance also provides cover while you are using your motorcycle for:**

- static rallies (displaying the motorcycle on a stand at a bike show) and road-safety rallies;
- other rallies (including off-road), as long as no merit is attached to your performance while driving, except in relation to good road behaviour and meeting the Highway Code; or
- treasure hunts, as long as the route is not more than 100 miles (160 kilometres).

Unless we agree otherwise beforehand, your motorcycle will not be covered while it is being used for any other form of competition, rally, trial, track day, performance test, timed lap, race or speed trial (whether between motorcycles or otherwise). This exclusion applies even if the event is not on a public road, and whether or not it is authorised by the police or another relevant authority. Also, we do not cover your motorcycle if you are using it on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended).

This policy will allow you to carry out voluntary driving (that is, to use your motorcycle in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies) as long as any payment you receive does not go over HM Revenue & Customs' mileage rates in force at that time. This cover does not apply to vehicles owned by, hired to or lent to the voluntary organisation.

# Section 1 – Liability to others

## What we cover

### Using your motorcycle

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

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

### 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 of or injury to other people, or damaging other people's property. Any passenger on your motorcycle will also be given this cover.
- If we think it is necessary, we will arrange for a solicitor to represent anyone covered under this section.

### 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.

## Exceptions to section 1

### What we do not cover:

- a** Anyone who is not riding, but who makes a claim, if they knew the person riding 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 riding the motorcycle.
- d** Damage to, loss of use of, or any other loss to:
  - any motorcycle which is covered under this insurance;
  - any property you or anyone else riding 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 to cover you while your motorcycle is towing a trailer which is securely attached to your motorcycle in line with the manufacturer's recommendations.

### What we do not cover

We will not cover damage or loss to the trailer or its contents.

## 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
- refund you for the amount of loss or damage.

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 UK dealership, the most we will pay is:

- its market value immediately before the accident or loss (including its spare parts and accessories); or
- the value shown in the schedule;

whichever is lower.

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

- the amount shown on your receipt for your motorcycle (including spare parts and accessories); or
- the market value of the manufacturer's UK model with the nearest equivalent specification (including spare parts and accessories); or
- the value shown in the schedule;

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 the spare parts and accessories fitted to your motorcycle. You must keep the spare parts and accessories with your motorcycle at all times. 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
- refund you for the amount of loss or damage.

### 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 UK dealership, the most we will pay is:

- its market value immediately before the accident or loss (including its spare parts and accessories); or
- the value shown in the schedule;

whichever is lower.

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

- the amount shown on your receipt for your motorcycle (including spare parts and accessories); or
- the market value of the manufacturer's UK model with the nearest equivalent specification (including spare parts and accessories); or
- the value shown in the schedule;

whichever is lower.

# 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, CDs or navigation equipment.
- 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 areas which were not damaged in the incident you are claiming for.
- j** The loss of, or damage to, your motorcycle as a result of fraud or deception or by using some form of counterfeit (false) payment which a bank or building society will not authorise.
- k** The amount of any excess shown on your schedule.
- l** Mechanical, electrical, electronic, computer or computer-software breakdowns, failures, faults or breakages.
- m** Loss or damage when your motorcycle is left unattended and the ignition key is left in it.
- n** Loss or damage to personal belongings (such as crash helmets or protective clothing), trade goods, samples, money, stamps or documents.
- 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 ride.
- 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 using an inappropriate type or grade of fuel.
- t** Damage to your motorcycle, including fire and theft, when the damage results in the person in charge of the motorcycle being convicted of an offence involving drink or drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction), or an equivalent offence under the laws of other countries where this insurance provides cover. The cover we provide for an accident is limited to the minimum cover needed to meet the relevant law.

## Section 5 – Foreign travel

### What we cover

#### Automatic cover

We will extend your insurance cover to apply in the following countries for up to 90 days in any one insurance year. Cover is also included while your motorcycle is being transported to or from these countries by rail or by a recognised sea route which takes less than 65 hours.

- a** Any country which has entered into an agreement with the European Commission
- b** Iceland
- c** Liechtenstein
- d** Norway
- e** Switzerland
- f** Monaco
- g** Andorra
- h** San Marino
- i** Vatican City

If you stay in any of these countries for longer than 90 days without our permission, we will reduce your cover to the minimum you need under European Union directives on motor insurance while your motorcycle is in any of the countries shown above.

#### Extended cover

If we agree beforehand, you may extend your insurance to apply to certain other countries covered by the International Green Card System. (This is mainly a European system to make sure that third-party victims of road traffic accidents do not suffer financially if their injury or any damage to their vehicle is caused by a visiting motorist rather than one who lives in the country where the incident happened.)

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

## Section 6 – 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** Legal representation for proceedings against the person riding the motorcycle who was under 30 at the time of the accident.
- c** Legal representation for proceedings against the person riding the motorcycle who was under the influence of alcohol or any drugs (other than prescribed drugs taken under medical supervision or to treat drug addiction) 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.

## Section 7 – No-claims bonus

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

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

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

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

### Protected no-claims bonus

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

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

## Section 8 – Extra benefits and general information

### **Personalised number plates**

If your bike is stolen and not recovered, or is so badly damaged that it would not be financially worthwhile to repair it, you should contact the Driver and Vehicle Licensing Agency (DVLA) as soon as possible to arrange to transfer the number plate to a replacement bike. If you do not contact the DVLA, this could delay your claim.

### **Cover when your motorcycle is being serviced, overhauled or repaired.**

The cover you have under this policy applies to you when your bike is being serviced, overhauled or repaired by a motor trader at his or her business premises. On these occasions we will ignore the limits about riding and use described in your certificate of motor insurance.

### **Automatic renewal**

If you pay your premium by instalments, we or your agent will automatically renew your policy. This saves you having to contact us or your agent before the renewal date. Before your cover ends, we or your agent will write to you with full details of next year's premium and policy terms.

If you do not want to renew this policy, simply tell your agent that you do not want to renew it and return any certificate of motor insurance that has been issued.

If you return the certificate of insurance after the renewal date, we will cancel this policy in line with section 10 of this policy booklet.

If we decide not to renew your policy, we will write to you before the renewal date.

### **Winter Tyres**

We will not charge an extra premium for you fitting winter tyres to your motorcycle. Any winter tyres must be fitted to wheels of the correct specification. So the wheel size – diameter, width and offset – must meet your motorcycle manufacturer's specifications.

Your motorcycle handbook or manufacturer should be able to give you advice on specification if you are not sure.

### **Detecting and preventing fraud and confirming claims history**

To keep premiums as low as possible for all our customers, we take part in a number of schemes to help prevent and detect crime, especially fraud. This involves adding details of all our policies and claims we receive to different systems and registers.

To detect and prevent insurance-related fraud, we may:

- share information about you with other companies within our group or those providing services to us; and
- check or file your details with fraud-prevention agencies, systems and registers, and if you give us false or inaccurate information or we suspect fraud, we will record this too.

We and other organisations may also use and search these agencies, systems and registers to:

- help make decisions about the insurance, credit and related services we provide and manage for you and members of your household;
- trace people or organisations we owe money to, recover debt, prevent fraud and manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you supply other satisfactory proof of your identity; and
- make credit searches and other fraud searches.

If you have any questions, or if you would like more information about this notice, please contact:

Data Protection Officer  
Trinity Lane Insurance Company Limited  
Aviation Park  
Vjal l-Avjazzjoni  
Luqa LQA 9023  
Malta.  
E-mail: [info@heritage.com.mt](mailto:info@heritage.com.mt)  
Website: [www.trinitylane.co.uk](http://www.trinitylane.co.uk)

We are registered with the Data Protection Commissioner as a 'data controller'. By taking out an insurance policy with us, you agree to us collecting and using your personal information. The information that we collect from you may be stored and processed in, and transferred to, any country outside the EEA in order for us to use the information in line with this policy. By providing your information, you agree to this.

We cannot guarantee that any organisation outside the EEA will have adequate protection for personal information, but we will take all steps reasonably necessary to make sure that your information is treated securely and in line with this policy.

Under the Data Protection Act 2001, you have the right to ask for a copy of the information we hold about you. The request has to be in writing and must be signed by you.

We will provide the information free of charge and as soon as possible.

We can give you details of all the systems and registers we use, and where we send personal information to, if you ask.

### **Fraudulent, false and exaggerated claims**

Fraudulent, false and exaggerated claims increase premiums for our policyholders.

We will not pay a claim if:

- any part of it is fraudulent, false or exaggerated;
- you, or anyone acting for you, make a claim in a fraudulent or false way; or
- we have been given any documents which are false or stolen.

We will also do everything possible to recover our costs in such circumstances. We will also cancel your policy but we will not return any premium.

## Section 9 – 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 being used in any of the following ways.
- Being ridden by, or in the charge of, anyone who is riding without your permission or is not included to ride in the certificate of motor insurance or who is excluded by an endorsement.
  - In the charge of anyone who is disqualified from riding, or who has not held a driving licence, or who by law is prevented from holding or getting a driving licence.
  - Being ridden in a way not covered by the driver's licence (for example, riding a bike with a bigger engine than allowed).
  - Being used outside the United Kingdom, unless it is allowed by section 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).
  - Being ridden in an unsafe, unroadworthy or damaged condition or without a valid MOT certificate when one is needed.
  - Being ridden with a load or a number of passengers which is unsafe.
  - Carrying an insecure load (such as a heavy load that is not properly tied down).
  - Towing a trailer which is unsafe or has an insecure load.
  - Being used for a purpose that is not included in your certificate of motor insurance.
  - Being used for criminal acts (we will not pay for any loss, damage or liability caused while your motorcycle is being used by you or any insured person for any criminal activity).
- b** Any result of war, revolution or any other 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:
- an earthquake; or
  - a riot in Northern Ireland or outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- 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 cover 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

## These general conditions apply to the whole insurance

- a** We will only provide the cover described in this insurance under the following circumstances.
- Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  - The information you gave on the proposal form, or on the statement of insurance and any declaration, is true and complete. If we find that you have not given us accurate information, we may not pay your claim or your insurance may not be valid.
  - 'Your motorcycle' means any motorcycle you have told us about and that we have agreed to cover. The motorcycle must be your property and registered in your name. If you change the motorcycle covered by this insurance or get an extra motorcycle which you need cover for, you must tell us in writing beforehand.

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

- b** If you make a claim which you or anyone acting for you knows is false or exaggerated, or if you give us incorrect information or fraudulent documents, we will not pay any part of the claim, your cover under this insurance will not be valid, and you will lose any premium you have paid.
- c** After any incident which could lead to a claim, phone or write to us immediately (contact details are 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 you discover the incident.
- 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 or any other person covered by this insurance has an accident or loss, you or any other person covered by this insurance 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 or any other person covered by this insurance must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name or in the name of any other person covered by this insurance.
- f** If, under the law of any country which this insurance covers you in, we have to settle a claim which we would not otherwise have paid, you or the person who made the claim must pay this amount back to us.
- 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 we know that your motorcycle is imported and we have agreed to cover it, 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 the difference between that provided by the other insurance and the total cost of the loss, damage or liability, if the total cost is more. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- j** You must keep your motorcycle in a roadworthy condition at all times, and protect it from loss or damage. We can examine your motorcycle at any reasonable time.
- k** You must lock and secure your motorcycle at all times when you leave it.
- l** If you have an accident, you must take all possible steps to protect your motorcycle and its accessories 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 with the repairer, you must get an estimate for the cost of the repairs and send it to us immediately.  
One of our approved assessors must inspect your motorcycle before any 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 for the cost of repairs is unreasonable, we may negotiate a lower estimate, pay for any emergency work that has been carried out so the motorcycle could be used, or 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** **Changes we need to know about**

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 it may not cover you at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.

- A change of motorcycle – including getting an extra motorcycle.
- A change in the way you use your motorcycle.
- A change of address.
- A change of occupation, including any part-time work.
- Convictions and prosecutions.
- A change in the main rider of the motorcycle.
- Details of riders using the motorcycle who you have not told us about before.
- Details of any medical conditions that you or anyone who rides your motorcycle and is covered on your of motor insurance, have developed.
- All changes you make to your motorcycle, if these make your motorcycle different from the manufacturer's standard specification.

- p** This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- q** 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, we will apply English law. We will not make any payments that are awarded by a court in a country outside the United Kingdom, unless your cover has been extended to that country under section 5 of this insurance.
- r** We have the right to find out the mileage reading of your motorcycle. You must give us all the help and information we need and provide written evidence to prove the distance recorder reading of your motorcycle, if we ask for this. We can examine your motorcycle at any reasonable time.

## **Section 10 – Cancellation**

### **Cancelling during the initial period of cover – ‘retail customers’ only**

If you have entered into this contract of insurance as a retail customer (see the ‘Definitions’ section), you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

You must return your certificate of motor insurance to us or your insurance adviser as part of your notice of cancellation.

If you choose to cancel the insurance policy during this initial period of cover, you will have to pay a proportion of the premium you paid for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, to cover their costs.

### **Cancellation by you**

You can cancel this insurance after the initial period of cover set out in ‘Cancelling during the initial period of cover’ above by sending back your certificate of motor insurance and schedule to us or your insurance adviser. If you have not made any claims in the current period of insurance, and you are not going to make a claim, we will work out a charge for the time you have been covered using the rates shown below. We will refund any amount we owe you.

### **Cancellation by us**

If you have chosen to pay your premium in instalments and do not cancel the insurance policy, you must continue to pay the instalments for your policy or we will cancel your cover and end the insurance policy.

We can cancel your policy at any time, by giving you seven days’ notice in writing, if we have good reason. We will send the notice of cancellation to the address that we hold on file. The notice will set out the reason for the cancellation.

Reasons for cancelling your policy may include the following.

- You have not provided any document or information we or your insurance adviser have asked for.
- You have not made any payment we, your insurance adviser or any other company have asked for in connection with your policy.
- We or your insurance adviser have good reason to suspect fraud or false information.
- A change in your details makes your policy unacceptable to us.
- You have not kept to the conditions of your policy, as set out in this policy booklet.

Cancellation by us - False or Missing Information

We will treat this policy as if it never existed if;

- the proposal or declaration is untrue in any significant way;
- you make a claim that is fraudulent or deliberately exaggerated;
- you have made a false declaration or statement to support your claim; or
- the circumstances in which you entered into the insurance change without our permission.

If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of insurance you have left. If we or your insurance adviser cancel this insurance because you have not paid the full premium, we will work out the refund using the rates shown below. We will not give a refund if anyone has made a claim in the current insurance period.

Period of time you have had the cover, and the proportion of the premium you will be refunded.

|                        |       |
|------------------------|-------|
| Up to one month        | 75%   |
| Up to two months       | 62.5% |
| Up to three months     | 50%   |
| Up to four months      | 37.5% |
| Up to five months      | 37.5% |
| Up to six months       | 25%   |
| Up to seven months     | 12.5% |
| More than seven months | 0%    |

If your motorcycle is lost or damaged and cannot be repaired or replaced, and the loss or damage is covered by this insurance, your motorcycle will become our property when we settle your claim. 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.

If you pay your premium in instalments and you have paid a deposit premium, if we then do not receive the first instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with your insurance adviser. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

You must return the current certificate of motor insurance. If your motorcycle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe before making a claim. We will have the right to take any premium you owe from the amount of the claim.

# Reporting accidents

## What to do if you have an accident

The following is a list of what you should and should not do if you have to make a claim.

- a** Do not ride away. You must stop if any person has been hurt, or if any vehicle or property has been damaged.
- b** 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.
- c** If the accident damaged another vehicle or property, you must give your name, address, vehicle registration number and show your certificate of motor insurance to anyone who needs it. If anyone other than you is injured, you must show your certificate of motor insurance to the police.
- d** Write down the names and addresses of any witnesses.
- e** Draw a diagram of the scene. Show as much detail as possible, including:
  - 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 other road users' view; and
  - anything that could be relevant to the accident (such as weather conditions).
- f** 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.
- g** You must report all accidents to us immediately, particularly those involving personal injury. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form, then sign and date it and return it to us.
- h** If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if the police are going to take action against you.

## How to make a claim

Your claim will be dealt with by our UK claims handling agents Hadleigh Claims Management (Hadleigh).

You must report any accident immediately.

If you need to report an incident involving damage to or loss of your motorcycle, please phone Hadleigh on 0800 218 2066 immediately.

If you ask for your motorcycle to be repaired, the damage must be covered by the policy; and have been inspected by an approved assessor.

Hadleigh promise to:

- do their best to sort out your claim with as little paperwork as possible; and
- start the repairs as soon as possible.

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

Hadleigh aim to provide a first-class service throughout your claim. If you are dissatisfied with their service and want to make a formal complaint write to:

Claims Manager  
Hadleigh Claims Management Ltd  
13 Apton Road  
Bishops Stortford  
Herts  
CM23 3SP.

You will receive a reply within seven days. Your complaint will be fully investigated and settled as quickly as possible. If you are still not satisfied, you should write to:

Customer Services Co-ordinator  
Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
Luqa LQA 9023  
Malta.

Phone: 00356 22 489 100

### **Travelling outside the UK**

If you are travelling abroad and you need to let us know about a claim, please contact your insurance broker or agent, or phone us direct on 0800 218 2066.

### **Accidents abroad**

You will need to fill in a statement of facts (Constat Amiable D'Accident Automobile) if you are involved in a road traffic accident within the European Union. Before signing the statement, make sure that you have ticked the relevant boxes and that your comments and diagrams are correct. You will get a copy of this statement and you should send this to us as soon as possible. This document can be legally binding in certain countries so you should not sign anything you do not understand.

Your policy does not provide for roadside assistance if your motorcycle breaks down. Any European breakdown policy you may have in force can arrange for your motorcycle to be taken to one of their approved roadside recovery agents. In some circumstances, the local police will arrange for your motorcycle to be removed from the roadside. You must report the accident to us immediately.

# Customer Care

## About our service

We, Trinity Lane Insurance Company Limited, are licensed by the Malta Financial Services Authority to provide general insurance.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, please contact the insurance adviser who arranged the insurance for you.

If you are still not satisfied after contacting your adviser, you should write to:

Customer Services Co-ordinator  
Trinity Lane Insurance Company Limited  
Aviation Park  
Civil Aviation Avenue  
Luqa LQA 9023  
Malta.  
Phone: 00356 22 489 100

When you do this, please quote your policy number shown on your certificate of motor insurance document as it will help us deal with your complaint quickly.

If your complaint relates to a claim, please see the 'How to make a claim' section.

If we cannot settle the complaint to your satisfaction, you can contact:

The Financial Ombudsman Service  
Customer Contact Division  
South Quay Plaza II  
183 Marsh Wall  
London  
E14 9SR  
Phone: 0845 080 1800

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

We are bound by the Financial Ombudsman's decision, but you are not.

Following the complaints procedure does not affect your right to take legal action if necessary.

## Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance you do not need by law). For compulsory classes of insurance (insurance you need to have, such as motor insurance), the FSCS will pay the claim in full. You can get more information about the compensation scheme arrangements from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

We are authorised and regulated by the Malta Financial Services Authority to carry on general insurance business in the UK.

Trinity Lane Insurance Company Limited is registered in Malta – registration number C40137. Registered office: No. 7, Block A, Ground Floor, Aviation Park, Civil Aviation Avenue, Luqa LQA 9023, Malta.

# Endorsements

An endorsement only applies if its number is shown in the relevant place in your schedule. Each endorsement has its own number.

## Endorsement 1 – Garage clause

We will not pay any claim for loss of or damage to your motorcycle when it is parked at or within 500 metres of your home, or the address you have told us you keep the motorcycle at, unless the motorcycle is in a properly constructed and locked building agreed by us. (This does not apply if the motorcycle is being used and in the course of a journey.)

## Endorsement 2 – Carrying pillion passengers

As you have told us that you will not carry pillion passengers, we have given you a premium discount. You will not be covered under this policy if we get a claim arising from an incident when a passenger is being carried on the insured motorcycle.

## Endorsement 3 – Protected no-claims bonus

No-claims bonus removed

The 'no-claims bonus' section of this document does not apply.

## Endorsement 4 – Agreed value

If your motorcycle is stolen and not recovered, or is damaged so badly that the cost of repairs would be more than the motorcycle is worth, we will pay you the amount shown against this endorsement number after we have taken off any excess that applies.

## Endorsement 5 – Limited mileage

If you have received a reduced premium in return for limiting the insured motorcycle's annual mileage during any one period of insurance to a limit set out in the policy schedule, you should tell us immediately if you go over the mileage limit. If you do not tell us, you will not be covered under this insurance.

## Endorsement 6 – Classic bikes

Security – When your motorcycle is not in use, you must keep it in a locked garage at the address you have given us. During the course of a journey, it must be kept securely locked and any alarm or immobiliser set while it is unattended.

No-claims bonus – The 'no-claims bonus' section of this document does not apply to this insurance.

Mileage – If your motorcycle was registered after 1970, it must not be driven for more than 3,000 miles in any one period of insurance. If your motorcycle was registered before 1971, there is no mileage limitation to your cover.

Spare and dismantled parts – Under section 3 (Damage to your motorcycle) of this document, cover for accessories or spare parts is extended to include spare and dismantled parts for your motorcycle that you have told us about, while they are kept at the garage you have told us about. The most we will pay during any one period of insurance is the market value of the parts, or £500, whichever is lower.

Rallies – You can use your motorcycle for club rallies. This insurance does not cover your motorcycle for any national or international rallies, unless your club is taking part.

### **Endorsement 7 – Excluding theft unless a security device is fitted**

We will not pay any theft claim under section 4 (Loss of or damage to your motorcycle by fire or theft) of this document unless the security device fitted or applied to your motorcycle (which you have told us about and for which we have reduced your premium) is in working order and has been correctly attached and switched on before the theft happened.

### **Endorsement 8 – Medication**

If the person named against this endorsement number is riding any insured motorcycle when it is involved in an accident, and the accident is caused or contributed to by that person not taking any prescribed treatment properly or reporting for a medical examination recommended by his or her doctor, the cover we provide for any claim arising out of the accident is limited to the minimum cover to meet the relevant law.

### **Endorsement 9 – Protected no-claims bonus**

If only one claim arises during any period of insurance for which we have reduced the premium by a no-claims bonus, we will not reduce the no-claims bonus allowed at the next renewal.

The benefit granted by this endorsement does not apply if more than one claim arises during any one period of insurance.

### **Endorsement 10 – Track events**

If you have comprehensive cover under your motorcycle policy and you use your motorcycle at a track event, the only cover available under this policy is 'motorcycle own damage'. If you have third party, fire and theft cover under your motorcycle policy and you use your motorcycle at a track event, the only cover available under this policy is fire and theft.

There is no cover for third-party liability or third-party property damage.

We only provide cover if the event is organised by a registered motoring club, a motor manufacturer, a member of the Association of Track Day Organisers (ATDO) or a motoring magazine, and if the event is professionally organised. We would expect a professionally-run event to follow the conditions below.

- The event is non-competitive.
- The number of motorcycles allowed on track at any one time is limited to a safe number.
- The organiser must hold valid public liability insurance.
- Experienced marshals must be present throughout the event.
- Instruction (for example, rules relating to track use and safety) should be available.
- Riders must wear helmets.



### **Minimum recommended motorcycle checks before the event.**

Riding around a race track will push your motorcycle and its mechanics to the limit. So, you will need to make the following checks before the event.

- Brakes – check that the brake pads, discs and shoes are all in good condition with plenty of wear left, and that the brake fluid is topped up.
- Tyres – check with the manufacturer's conditions that the tyres are suitable for racing, and have the correct speed rating. Also check that the air pressure in all the tyres is correct.
- Shock absorbers and suspension – check for any breaks or wear and tear.
- Engine oil – check that this is topped up.
- Coolant – check that this is topped up.

### **What is covered**

- Accidental damage caused to the insured motorcycle, if the cover is comprehensive.

### **What is not covered**

- Section 1 (Liability to others) and section 4 (Fire and theft) at any time while you are riding on, or entering or leaving a track that is used at any time for track events.
- The motorcycle being used for racing
- Any damage following any irresponsible act or acts of negligence, including deliberately ignoring the circuit rules or the instructor's advice and instructions.
- The motorcycle not being used in line with the organisers' procedures.
- Any wear and tear.
- Any damage caused by paint chipping after going into gravel or off-road.
- You being under the influence of alcohol or drugs.
- If the event is not organised by a recognised organisation.
- Your motorcycle not having had the necessary checks before the event.

### **Endorsement 11 – Tracking**

We will only pay a claim for theft under section 3 and 4 if you have an anti-theft electronic tracking device fitted to your motorcycle and this is turned on and working at all times.

### **Endorsement 12 – Alarm and immobiliser (Category 1)**

We will only provide cover for theft under sections 3 and 4 if you keep the immobiliser and alarm (Thatcham - approved category 1) in effective working order. You must turn the immobiliser on when you are not using your motorcycle. If you do not do so, you will lose the cover for theft.

**Endorsement 13 – Immobiliser (category 2)**

We will only provide cover for theft under sections 3 and 4 if you keep the immobiliser (Thatcham - approved category 2) in effective working order. You must turn the immobiliser on when you are not using your motorcycle. If you do not do so, you will lose the cover for theft.

**Endorsement 14 – Immobiliser**

We will only provide cover for theft under sections 3 and 4 if you keep the immobiliser in effective working order. You must turn the immobiliser on when you are not using your motorcycle. If you do not do so, you will lose the cover for theft.

**Endorsement 15 – Sold Secure lock**

We will only provide cover for theft under sections 3 and 4 if you fit the Sold Secure-approved lock to your motorcycle when you are not using it. If you do not do so, you will lose the cover for theft.

**Endorsement 16 – Sold Secure ground anchor**

We will only provide cover for theft under sections 3 and 4 if you fit the Sold Secure-approved ground anchor to your motorcycle when it is at your home, or the address you have told us you keep the motorcycle at, and is not being used. If you do not do so, you will lose the cover for theft.

**Endorsement 17 – No refund of premium**

We will not refund your premium if you cancel the policy under section 10 (cancellation).

## Extra information

**The following advice does not form part of the contract of motor insurance.**

### **Motorcycle crime – learn how to beat the criminals**

Most crime-prevention methods are common sense.

- Never leave valuables on show.
- Use good-quality locks and security devices. (We recommend security devices such as alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For more information, visit [www.thatcham.org](http://www.thatcham.org).)
- Always put your steering lock on when you leave your motorcycle and use a wheel lock.
- Don't make life easier for thieves – always remove the keys from your bike. If you don't, you may not be covered by this insurance.
- Remove any entertainment equipment if you can.
- Always park your motorcycle in a secure location, in your own garage or a secure public garage if possible.
- Always lock your motorcycle and set any alarm or immobiliser when you leave it.

You can get more information from the local crime prevention officer at your local police station, or visit [www.secureyourmotor.gov.uk](http://www.secureyourmotor.gov.uk).

We are authorised and regulated by the Malta Financial Services Authority under the Insurance Business Act 1998 to carry on the business of general motor and accident classes of insurance.



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