



TRINITY
LANE

Motorcycle Policy Booklet

About your insurance

We are pleased to welcome you as a policyholder.

Your motor insurance is made up of 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.

The information you gave in the proposal form or statement of insurance is 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 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 issued attaching to, and forming part of this document. You must have paid the premium shown in the schedule.

Trinity Lane Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority in terms of the Insurance Business Act 1998 to carry on the business of General Motor and Accident Classes of insurance and regulated by the Financial Services Authority for the conduct of UK Business.

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Definitions

Accessories - additional or supplementary parts of your motorcycle not directly related to its function as a vehicle or an integral part of the motorcycle. These include top boxes, tank bags and other luggage carriers.

Certificate of Motor Insurance - the legal document which is evidence that your motorcycle has the insurance needed by law. This document shows the insured motorcycle, who may ride it and the purposes for which it may be used.

Insurer - Trinity Lane Insurance Company Limited - the underwriters who will only pay their share of a claim.

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 as shown in the 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 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.

Insurer, we, us, our - Trinity Lane Insurance Company Limited

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

Your motorcycle - the insured Motorcycle, Trike or Quad Bike shown in the schedule.

The Policy, Schedule and Certificate of Motor Insurance and any subsequent endorsements should be read as if they are one document and any word/expression to which a specific meaning has attached in any part shall have 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 apply.
- 3 **Third party only** - If you choose third party only, sections 1, 2, 5, 6, and 8 only apply.
- 4 **Fire and theft only** - If you choose fire and theft only cover, sections 4 and 8 only apply. (You can only have this cover if your motorcycle is kept in your locked garage or outbuilding and is not being used.)

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

Use

It is important to read your certificate of motor insurance to see how you may use your motorcycle. We do not cover certain uses.

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 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 whilst 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 or injury to other people, or damaging other peoples 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 license.
- b Anyone who is covered by other insurance.
- c The death of or injury to the person riding 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 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 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
- reimburse 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 United Kingdom dealership; the most we will pay will be the lower of 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) or the value shown in the schedule.

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 lowest.

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 results in the 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
- reimburse 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 United Kingdom dealership; the most we will pay will be the lower of 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) or the value shown in the schedule.

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 lowest.

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, compact discs 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 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.
- 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 an inappropriate type or grade of fuel being used.
- t Damage in Motorcycle, including Fire & Theft when the damage results to the person in charge of the motorcycle being convicted of an offense involving drink or drugs other than drugs taken under medical supervision and not for the treatment of drug addiction, or equivalent offense 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 commission of the European Union
 - b Croatia
 - c Iceland
 - d Lichtenstein
 - e Norway
 - f Switzerland
 - g Monaco
 - h Andorra
 - i San Marino
 - j Vatican City

If you go over the 90-day period without our permission, cover is reduced to the minimum you need under European Union Directives on motor insurance while your motorcycle is in 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.

If the cover under section 3 or 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.

Spanish bail bond

- Our representatives (in Spain) can act to release your motorcycle or you if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

- Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del motocicleta y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente. A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autoizadea por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

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 Proceedings where the person riding the motorcycle was under 30 at the time of the accident.
- c Proceedings where the person riding the motorcycle was under the influence of alcohol or any drugs other than drugs taken under medical supervision and not for the treatment of 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-claim 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 will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

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

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

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

Protected no-claim bonus

Depending on certain conditions you may be able to protect your no-claim bonus. Your no-claim bonus is only protected if this is shown on your schedule.

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

Section 8

Additional Benefits & General Information

Cherished or personalised number plates

If your bike is stolen and not recovered or rendered a total loss you should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement bike.

Note: Failure to do so 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 in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair. On such occasions we will ignore the limitations about riding and use described in your certificate of motor insurance.

Automatic Renewal

If you pay your premium by Premium Installment Plan we or your agent will automatically renew your policy. This saves you the worry of remembering to contact us or your agent prior to the renewal date. We or your agent will write to you before the policy expires with full details of next year's premium and policy terms.

If you do not want to renew this policy, simply advise your agent with clear instruction that you do not wish to renew and return any certificate that has been issued.

If the Certificate of Insurance is returned after the renewal date, the policy will be cancelled in line with the provisions of Section P of the General Conditions.

If we decide not to renew your policy we will notify you in writing prior to the renewal date.

Detecting and Preventing Fraud and Confirming Claims history

In order to keep premiums as low as possible for all **our** customers **we** participate in a number of industry initiatives to aid the prevention and detection of crime, especially fraud. This entails **our** adding details of all policies and claims to different systems and registers.

In order to detect and prevent insurance related fraud, **we** may do the following at any time:

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

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

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

If you have any queries, or would like more information about this Notice, please write to the:

Data Protection Officer,

Trinity Lane Insurance Company Limited, Aviation Park, Vjal I - Avjazzjoni, Luqa, LQA 05, Malta

Email: info@heritage.com.mt

You may also write to the Office of the Information Commissioner at **Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.**

Telephone: 01625 524 510.

Email: mail@dataprotection.gov.uk

Subject to the provisions of the Data Protection Act 1988, you are entitled, on payment of a small fee, to receive a copy of the information we hold about you.

We can provide you with details of all the systems and registers we use and submit data to on request.

Fraudulent, false and Exaggerated Claims

Fraudulent, false and exaggerated claims increase premiums for our policyholders. We will not pay a claim which is in any part fraudulent, false or exaggerated, or if you, or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. We will also seek to recover any costs that we have incurred. In such circumstances, we will cancel your policy and we will not return any premium.

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 ridden by or is 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;
 - 2 In the charge of anyone who is disqualified from riding, or who has not held, or who by law is prevented from holding or getting a driving license;
 - 3 Being ridden outside the limitations of the rider's license;
 - 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 ridden in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate when needed;
 - 7 Being ridden 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;
 - 10 Used for a purpose not included in your certificate of motor insurance; or
 - 11 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, invasion, act of foreign enemy, hostilities, Civil war, rebellion military / usurped power 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 of 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 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. 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 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 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 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.
- 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.

Cancelling during the initial period of cover – ‘Retail’ customers only.

- o If you have entered into this contract of insurance as a retail customer, 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 ‘pro-rata’ rates 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, sufficient to cover their costs.

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

- p This insurance may also be cancelled in the following circumstances:
 - We or your insurance adviser can send you seven days’ notice to your last known address.

If you return the certificate of motor insurance to us, we will refund the part of your premium which applies to the period of the 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 claimed in the current insurance period.

- You can cancel this insurance after the initial period of cover set out in ‘o’ 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 our short-period rates shown below. We will refund any amount we owe you.

Period of time you have had the cover, up to:	Refund of premium
One month	75.0%
Two months	62.5%
Three months	50.0%
Four to five months	37.5%
Six months	25.0%
Seven months	12.5%
More than seven months	0%

q 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.

r If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation even if you have separate credit arrangements with your insurance advisor. 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.

We will have the right to take any premium you owe from the amount of the claim.

s 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.

- 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 you have not told us about before.
- Details if you or anyone who rides your motorcycle covered on your certificate develops any medical condition.
- All changes you make to your motorcycle, if these make your motorcycle different from the manufacturer's standard specification.
- t This insurance does not give rights to any person other than you (the insured person) except if we say differently elsewhere in this document.
- u 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 unless your cover has been extended to that country under section 5 of this insurance.
- v We have the right to find out the distance recorder reading of your vehicle. You must give us all the help and information we need and provide documentary evidence to prove the distance recorder reading of your motorcycle, if we ask for this. We can examine your vehicle at any reasonable time.

Very important if you have an accident

What to do if you have to make a claim:

- 1 Do not ride 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 must report all accidents, particularly those involving personal injury, to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form and sign and date it.
- 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.

How to make a claim

If you need to tell us about an incident involving damage to or loss of your motorcycle, please phone us immediately on 0800 218 2066

You should phone this number even if your policy does not cover the damage.

If we are asked to repair your motorcycle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:

- do our best to sort out your claim with as little paperwork as possible;
- start the repair process immediately

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

Travelling outside the UK

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

Accidents Abroad

You will be asked to complete a Statement of Facts (Constat Amiable D' Accident Automobile) if you are involved in a road traffic accident within the European Union. Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

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

Customer care

About our service

Trinity Lane Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority in terms of the Insurance Business Act 1998 to carry on the business of General Motor and Accident Classes of insurance and regulated by the Financial Services Authority for the conduct of UK Business. You can visit the MFSA and FSA websites, which include a register of all regulated firms at www.mfsa.com.mt and www.fsa.gov.uk or, you can contact the MFSA on 00356 21 441 155 and the FSA on 0845 606 1234.

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 have any cause to complain about your insurance, or us, please contact your insurance adviser who arranged the insurance for you.

Having contacted your adviser, if you are still not satisfied with the way a complaint has been dealt with, you should write to the Customer Services Co-ordinator, Trinity Lane Insurance Company Limited, Aviation Park, Vjal I-Avjazzjoni, Luqa, LQA 05, Malta . When you do this, quote your insurance document number, as it will help us to deal with your complaint promptly.

- a. If your complaint relates to the administration of your insurance coverage, you should contact :-

**The Financial Ombudsman Service, Customer Contact Division,
South Quay Plaza II, 183 Marsh Wall, London E14 9SR,
Tel:0845 080 1800 or e-mail
complaint.info@financialombudsman.org.uk**

- b. If your complaint relates to the actual policy of insurance, you should contact:-

**Consumer Complaints Manager, Malta Financial Services Authority,
Notabile Road, Attard BKR 14, Malta. Tel:+(356) 2144 1155**

The Consumer Complaints Manager should be contacted within 6 months from our final response or within 12 months from the date when you became aware of the circumstances giving rise to your complaint. The Consumer Complaints Manager is only able to intervene in respect of personal policyholders

(These procedures do 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 are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Our regulatory status: Trinity Lane Insurance Company Limited is authorised and regulated by the Malta Financial Services Authority in terms of the Insurance Business Act 1998 to carry on the business of General Motor and Accident Classes of insurance and regulated by the Financial Services Authority for the conduct of UK Business.

Trinity Lane Insurance Company Limited is Registered in Malta No.C40137 Registered Office: Aviation Park, Vjal I-Avjazzjoni, Luqa, LQA 05, Malta

Endorsements

An endorsement only applies if the endorsement number is shown in the relevant place in your schedule.

Endorsement number 001

Warranted Overnight Garaging

It is a condition of this Insurance that between the hours of 10.00pm and 06.00am (GMT or BST as applicable) and that whilst the Insured motorcycle is left unattended and within 500 metres of the Insured's home the Insured Vehicle is kept in a properly constructed and locked garage.

Endorsement number 002

Carriage of Pillion Passengers

Having declared that pillion passengers will not be carried and in return for a premium discount the policyholder acknowledges that all cover provided by this policy will be inoperative in the event of a claim arising from an incident when a passenger is being carried on the insured motorcycle.

Endorsement number 003

No Claims Bonus Removed

The 'No Claims Bonus' section of this document does not apply.

Endorsement number 004

Agreed Value

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

Endorsement number 005

Limited Mileage

If you have received a reduced premium in return for restricting the annual mileage of the insured motorcycle during any one period of insurance to a limit specified in the Policy Schedule, you should notify us immediately the mileage limit is exceeded. If you fail to notify us that the mileage limit has been exceeded all cover under this insurance will be inoperative.

Endorsement number 006

Classic Bikes

Security - When your motorcycle is not in use it must be kept in a locked garage at the address declared to us. During the course of a journey it must be kept securely locked and immobilised while unattended.

No Claim Bonus - The 'No Claim Bonus' section of this document does not apply to this insurance.

Mileage - If your motorcycle was registered after 1970, it must not travel more than 3000 miles under its own power 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(s) declared to us, while kept at the garage declared to us. The most we will pay during any one period of insurance is the market value of the parts or £500 whichever is the smaller amount.

Rallies - You can use your motorcycle in connection with Club Rallies. This insurance does not cover your motorcycle in connection with any National or International Rallies other than those in which your Club takes part.

Endorsement number 007

Excluding theft unless 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 has been declared to us and for which a reduction in premium has been given, is in working order and has been correctly attached and switched on before the theft happened.

Endorsement number 008

Medication Clause

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 the person failing to properly carry out any prescribed treatment or report 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 number 009

Protected No Claim Bonus

If only one claim arises during any period of insurance for which the premium has been reduced by a no claim bonus, there will be no reduction in the no claim 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 010

Track Day Cover

Cover is only provided 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 conducted in a professional manner e.g.:

Conditions:

- The event is non-competitive.
- The numbers of motorcycles allowed on track at any one time are restricted to a safe number.
- The organiser must hold valid public liability insurance.
- Experienced marshals must be in attendance throughout the event.
- Instruction shall be available
- Riders must wear helmets

Minimum recommended pre-event Motorcycle Checks:

Whilst going around a circuit your motorcycle including its mechanics, will be pushed to its limits. Therefore the following checks are to be made prior to the event:

- Brakes - Check that the pads, discs and shoes are all in good condition with plenty of wear left and that the fluid is topped up.
- Tyres - Check with the manufactures conditions to ensure that they are suitable, along with the speed rating. Also check that the tyres are all inflated to correct pressures.
- Shock absorbers and Suspension - Check for any fractures or wear.
- 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, cover is only provided if the policy is Comprehensive cover.

What is not covered:

- What is not covered - Section 1 (Liability to others), Section 4 (Fire and Theft), at any time while riding on, or entering or exiting a track, which is used at any time for track day events.

Policy Excess:

- Where the insured cannot prove previous track day experience a £1000 Policy Excess will apply
- Where previous track day experience can be proved a £500 policy excess applies
- Minimum excess will be those above or under the policy (whichever is the greater)

All cover is excluded if:

- The motorcycle is being used for racing
- Any damage following any irresponsible act or acts of negligence including deliberate acts that are contrary to the compliance with the circuit rules or the instructor's tutorials/instructions.
- The motorcycle is not being used in accordance with the organisers procedures.
- Any wear and tear.
- Any damage caused by paint chipping after going into a gravel trap or off road.
- The insured is under the influence of alcohol or intoxicating drugs.
- If the event is not organised by a recognised organisation.
- The pre-event checks have not been carried out.

Additional 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*.
- Always ensure your steering lock is on when you leave your motorcycle and use a steering wheel lock*.
- Don't make life easier for thieves; always remove the keys from your bike. Not to do so may invalidate your 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 activate any alarm and/or immobiliser when you leave it.

You can obtain further information from your local Crime Prevention Officer at your local Police Station, or visit:

www.secureyourmotor.gov.uk

*We recommend you install security devices such as alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: **www.thatcham.org**

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