



# Motorbike Insurance



# Welcome to LV=

Thank you for choosing LV= motorbike insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, so please keep it safe with your schedule and certificate of motor insurance.

This product meets the demands and needs of someone wishing to insure their vehicle. The level of cover and any optional extras you have chosen will be shown on your schedule. Liverpool Victoria Insurance Company Limited (LV=) has not provided you with any advice or recommendations as to whether this product meets your specific insurance requirements. Our staff are paid a salary and may receive an annual bonus but these are not directly influenced by your decision to purchase this policy. You should review your insurance requirements on a regular basis.

All communications will be in English. You can get this and other documents from us in Braille, large print or audiotape by contacting us. Calls will be recorded for training and monitoring purposes.

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## Your motorbike insurance policy

Please read this document of motorbike insurance, your schedule and your certificate of motor insurance as one document. This is your contract with us. In return for your payment we'll give you insurance cover as set out in this booklet according to the cover selections and period of insurance shown on your schedule. Your policy is underwritten by Liverpool Victoria Insurance Company Ltd.

### Our commitment to you

We'll always:

- make sure all the information we give you is clear and accurate;
- be fair and reasonable;
- act promptly.

### Your responsibility to give us correct information

Please make sure all the information you give us is correct and complete and let us know if anything is incorrect. This is important because if you don't we may cancel your insurance from its start date and/or not pay your claim. If you're not sure whether you need to tell us about something please ask.

## Useful information

### To make a change

**0800 085 5663**

(Mon - Fri 8am - 8pm, Sat and bank holidays 9am - 5pm, Sun 10am - 4pm)

### To make a claim

**0800 032 2577** (24 hours a day, 365 days a year)

**(+)44 1689 898603** if calling from abroad.

Follow these simple steps:

1. Call us as soon as possible after the accident – please have your policy number and information about the claim ready when you call.
2. If your motorbike is stolen or vandalised, report this to the police immediately and take a note of the crime reference number.
3. Speak to us before you make any arrangements for replacement or repair.

### How to make a complaint

If you wish to make a complaint, please contact us by phone on 0800 085 5663, for Text Phone please dial 18001 first, email [feedback@LV.com](mailto:feedback@LV.com) or write to us. If you prefer to write, please address your letter to: The Customer Relations Manager, LV=, County Gates, Bournemouth BH1 2NF.

Please quote your policy number in all correspondence. For more information, please visit the complaints section on our website: [LV.com/complaints](http://LV.com/complaints)

### A copy of our internal complaints procedure is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR. For more information

please visit [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk) Telephone: **0800 023 4567** (free for people phoning from a 'fixed line', for example, a landline at home) or **0300 123 9123** (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02) or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Making a complaint will not affect your right to take legal action.**

### **What happens if we can't meet our liabilities?**

If we can't meet our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have:

- compulsory insurance, such as third party motor liability, 100% of the claim is covered
- non compulsory insurance, such as accidental damage to your motorbike, 90% of the claim is covered.

You can get further information from: [www.fscs.org.uk](http://www.fscs.org.uk), phone **0800 678 1100** or **0207 741 4100**, email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## **Definitions**

**Wherever these words appear in this document of motorbike insurance, they have the same meaning:**

Accessories	parts or products (including spare parts) specifically designed to be fitted to your motorbike. This includes helmets and clothing, such as leathers and/or a sidecar when not attached to your motorbike.
Certificate of motor insurance	proof that you have motor insurance as required by law, it forms part of your contract with us. It also shows the registration number of the motorbike we're insuring, who may ride it and what your motorbike may or may not be used for.
Contract	this document of motorbike insurance, your certificate of motor insurance and your schedule form the contract.
Document of motorbike insurance	this booklet
Excess	the first amount of any claim which you must pay. There may be more than one excess, part of which may be a voluntary excess chosen by you. The total excess is shown on your schedule.
Green card	the International Motor Insurance Card. An internationally recognised document that some countries need as proof that their minimum compulsory insurance requirements are being met.
Main rider	the person who rides your motorbike most of the time whether for social purposes and/or for travel to and from a place of business, duty or study.

Market value	the cost of replacing your motorbike with one of the same make, model and specification, taking into account the age, mileage and condition of your motorbike. To determine the market value, we'll usually ask an engineer for advice and refer to motor trade guides and any other relevant sources. We'll consider the amount you could reasonably have obtained for your motorbike if you sold it immediately before the accident, loss or theft and not the price you paid for it.
NCD holder	the person who has earned the no claim discount (NCD) on a motorbike insured under this policy and to whom we will provide proof of NCD.
Partner	your husband, wife, civil partner or partner you are permanently living with.
Policyholder	the person named as the policyholder on your certificate of motor insurance and your schedule. The person responsible for the policy including paying the premium and the person we will correspond with.
Riding	includes being in charge of a motorbike.
Schedule	forms part of your contract with us and includes the: <ul style="list-style-type: none"> <li>■ period of cover;</li> <li>■ name of the policyholder, riders and their use;</li> <li>■ name of NCD holder;</li> <li>■ claims history of permitted riders;</li> <li>■ details of your motorbike;</li> <li>■ any conditions which vary the terms of this document of motorbike insurance.</li> </ul>
Total loss	the extent of damage to your motorbike which means its uneconomical or unsafe to repair or has been stolen and not recovered.
Track days	riding or use on a motor racing track, circuit, airfield, test venue, derestricted road or at an "off road" event.
We, our, us	Liverpool Victoria Insurance Company Ltd.
Wear and tear	unavoidable damage caused by general use over time.
You, your	the person named as the policyholder on your schedule and your certificate of motor insurance. This includes the NCD holder for the purposes of sections 1,2,3,5,6 & 7.
Your motorbike	the insured vehicle(s) shown on your schedule. This also includes a sidecar whilst attached to your motorbike.

## Territorial Limits and European Cover

### Territorial limits

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your motorbike is being transported within and between them.

### European cover

We'll provide the same level of cover you have in the territorial limits, while you are travelling in EU countries and any other country that follows EU directives. This includes when your motorbike is being transported within and between them and is subject to your motorbike:

- being registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not kept abroad for more than 180 days during your period of cover.

**Note: This cover is automatically provided, so there is no need to contact us before travelling to any of the countries listed on your certificate of motor insurance.**

**Please ensure you take your certificate with you as proof of insurance.**

### Use in other countries

If you want to use your motorbike in countries not listed on your certificate of motor insurance, if we agree and you pay any extra cost, we'll provide the same level of cover you have in the territorial limits, to apply:

- in the countries we've agreed, including when your motorbike is being transported within and between them; and
- for the period agreed.

We'll send you a green card as proof of your insurance.

If your motorbike is lost or damaged in any foreign country that we've agreed to give you cover for, you may be charged customs duty. If we cover the loss of or damage to your motorbike, we'll also refund you the customs duty.

## Section 1 Damage to your motorbike

### What is covered:

If your motorbike and/or its accessories (including when kept in your garage) are damaged by accident or vandalism we will:

- pay for repairs to your motorbike; or
- replace what is damaged; or
- pay the market value of your motorbike at the time of the damage. When you accept this payment, your motorbike becomes our property, unless we agree otherwise.

### Misfuelling

If you accidentally fill your motorbike with the wrong fuel, we'll pay to drain and flush your fuel tank. Any damage to your motorbike engine caused directly by the wrong fuel will also be covered. Once we have details of the misfuelling, we'll agree with you how to arrange the repair. If you've already made arrangements to repair the damage, we will only consider payment if you provide receipts.

### **Uninsured driver promise**

If you're hit by an uninsured driver or motorcyclist and the accident is not your fault, you won't lose your NCD or pay any excess. We'll need you to provide the registration number, make, model and colour of the other vehicle involved and also the driver's or motorcyclist's details. When you claim you may have to pay your excess but when we confirm that the uninsured driver was at fault we'll refund this to you.

### **Vandalism promise**

If your motorbike is damaged by vandalism, you won't lose your NCD. You'll need to report the incident to the police and provide us with the crime reference number and pay the excess.

## **Section 2 Fire and theft**

### **What is covered:**

If your motorbike and/or its accessories (including when kept in your garage) are lost or damaged by fire, lightning, explosion, theft or attempted theft, we will:

- pay for repairs to your motorbike; or
- replace what is lost or damaged; or
- pay the market value of your motorbike at the time of the loss or damage. When you accept this payment, your motorbike becomes our property, unless we agree otherwise.

## **What is not covered under sections 1 and 2**

### **We won't pay for:**

- loss or damage to your motorbike by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of your motorbike;
- loss or damage to your motorbike by theft or attempted theft if the engine has been left running when unattended;
- wear and tear, your motorbike losing value, or for any repairs which improve your motorbike beyond its condition before the loss or damage happened;
- damage to the ignition key or other ignition device caused by wear and tear;
- mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- more than the manufacturer's latest list price in the United Kingdom (UK) of any part or accessory. If such a list price is not available the most we'll pay is the manufacturer's latest list price in the UK for an equivalent part or accessory;
- additional costs caused by the unavailability of any part or accessory. This includes the cost of importing any part or accessory into the UK;
- loss or damage to your motorbike caused:
  - directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - by deception, fraud or trickery, including when you're offering your motorbike for sale;

- as a result of it being confiscated or destroyed by or under official order of any government, public or local authority;
  - as a result of your motorbike being returned to its rightful owner;
  - if you haven't taken care to protect your motorbike. (See care of your motorbike under the general conditions section.)
- loss of use of your motorbike or any other indirect loss, such as travel expenses or loss of earnings;
  - loss or damage where your motorbike is ridden or used without your permission by a member of your family or household unless you report them to the police for taking your motorbike without your consent;
  - deliberate damage caused to your motorbike by anyone insured under your policy;
  - loss or damage to any trailer whether or not it's being towed by or attached to your motorbike;
  - any additional damage resulting from your motorbike being moved by anyone insured under your policy after an accident, fire or theft;
  - the excess shown on your schedule.

## How we settle your claim under sections 1 and 2

### Ownership

If your motorbike belongs to someone else, or is under a hire purchase or leasing agreement, we'll pay the legal owner.

### Repairs

Once we have details of the accident, if the loss or damage is covered, we'll agree with you how to arrange the repairs to your motorbike.

We may use parts or accessories, which aren't made or supplied by your motorbike's manufacturer but are of similar type and quality to the parts and accessories we're replacing.

### New motorbike replacement

If you or your partner are the first and only registered keeper, within 6 months of buying your motorbike from new and:

- the estimated cost of repairing the damage is more than 50% of the manufacturer's list price (including taxes and accessories) when the damage or loss happened; or
- it's stolen and not recovered,

we'll replace your motorbike with a new one of the same make, model and specification. If one is not available in the UK, we'll pay you the price you paid for your motorbike or the manufacturer's current list price (including taxes) whichever is less. Your motorbike will then become our property.

### Replacement of locks and keys

We'll pay for all the locks to be replaced if one or more is damaged.

If your ignition keys or other ignition devices are lost or stolen, we'll pay for their replacement and for all the locks to be replaced. This is provided they weren't left on or attached to or left in the immediate proximity of your motorbike while it was unattended,

and care has been taken to prevent their loss.

### **Journey continuation**

If your motorbike can't be ridden following a claim covered under sections 1 and 2, and you're more than 25 miles from where your journey started, we'll reimburse you up to £500 in total for any alternative transport and/or overnight accommodation that you arrange to continue your journey. We'll only pay these costs if you provide receipts.

### **Excesses that apply**

If your schedule shows that you have an excess, you must pay that as the first part of any claim.

## **Section 3 Liability to other people**

### **What is covered:**

As a result of any accident involving your motorbike or any other vehicle your certificate of motor insurance allows you to ride, we'll pay all sums you are legally responsible for:

- following death of or bodily injury to other people; and
- up to £20,000,000 for damage to their property.

### **Riding other motorbikes**

If your certificate of motor insurance says so, we'll insure the policyholder and/or the NCD holder to ride a private motorbike in the UK, that you do not own, is not registered to you and not hired to you under a hire purchase or rental/leasing agreement as long as:

- you have the owner's permission to ride the motorbike;
- you have the required licence to ride the motorbike;
- the motorbike is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- the motorbike hasn't been seized or confiscated by or on behalf of any government or public authority;
- you're not covered by any other insurance to ride it; and
- you still have your motorbike, it hasn't been stolen and it hasn't been damaged to an extent that it's a total loss.

**Note: The cover is for third party only, so loss or damage to the motorbike you're riding isn't covered.**

### **Other people**

In the same way as you're insured, we'll insure:

- any person you allow to ride or use your motorbike, if this is allowed on your schedule and your certificate of motor insurance;
- any passenger travelling on your motorbike;
- the employer or business partner of any person who is riding or using your motorbike for their business, as long as this is allowed by your schedule and your certificate of motor insurance; and
- the legal representative of any person who has died if they would have been entitled to protection under this section.

## Legal costs

Following a claim under this policy, we'll pay your reasonable legal costs and expenses relating to:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- defence of any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable we consider:

- the level of legal expertise required, taking into account the nature of the case;
- the level of costs charged by the legal representative;
- whether legal representation for a defence of a prosecution is likely to affect the outcome.

## Emergency medical treatment

We'll pay for emergency medical treatment required under the Road Traffic Act, following an accident on your motorbike. If this is the only payment we make, it won't affect your no claim discount (NCD).

## What is not covered under section 3

### We won't pay for:

- any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person riding your motorbike;
- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless they're a passenger on any motorbike for which insurance is provided by this section;
- legal responsibility which is covered by any other insurance;
- loss of or damage to any motorbike which is covered by this section;
- the loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section;
- legal responsibility, loss or damage when your motorbike is being used in the operational boundaries of any airport or airfield except when required under the Road Traffic Act;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

## Section 4 Use by the motor trade, hotels and car parks

We'll give you the cover under section 1: Damage to your motorbike and section 2: Fire and theft, if included on your schedule. We won't apply any driving and use restrictions or any excess while your motorbike is with:

- a member of the motor trade for service/repair/recovery; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

## Section 5 Personal accident benefits

### What is covered:

If this section is included on your schedule, we'll pay the amount shown on your schedule if you, your partner or a named rider of your motorbike are injured on or getting on or off your motorbike, and within 12 months of the accident, this injury alone results in:

- death;
- permanent loss of any limb above the wrist or ankle;
- permanent and total loss of use of any limb above the wrist or ankle;
- permanent and total loss of hearing in one or both ears;
- permanent and total loss of sight in one or both eyes; or
- permanent total disablement, resulting in an inability to do any sort of work for the remainder of their life.

We'll pay the injured person or their legal representative.

### We won't pay for:

- more than the amount shown on your schedule during any one period of cover;
- any injury or death resulting from suicide or attempted suicide;
- any injuries if the rider of your motorbike is convicted of an alcohol or drugs related motoring offence as a result of the accident; or
- any injuries if the rider of your motorbike is proven, following a coroner's inquest or fatal accident inquiry, to be riding whilst unfit through alcohol or drugs, whether prescribed or otherwise at the time of the accident.

## Section 6 Medical expenses and physical assault benefits

### Medical expenses

We'll pay up to £250 for you or your passengers for any medical expenses resulting from an accident while riding on your motorbike. This is in addition to the compulsory emergency medical treatment fee under section 3, liability to other people.

### Physical assault benefits

#### Road rage

We'll pay £500 if you or your partner are physically assaulted as a result of your motorbike being in an accident.

We'll pay the injured person or their legal representative.

We won't pay when the incident:

- is caused by a relative or a person known to you or your partner;
- is not reported to the police as soon as possible; or
- is caused or contributed to by anything said or done by you, your partner, or by a passenger on your motorbike after the accident.

### Aggravated motorbike theft

We'll pay £500 if you or your partner are physically assaulted as a result of your motorbike being subjected to a theft or attempted theft.

We'll pay the injured person or their legal representative.

#### We won't pay when the incident:

- is caused by a relative or a person known to you or your partner; or
- is not reported to the police as soon as possible.

## Section 7 No claim discount

If you have a no claim discount (NCD), we'll give you a discount in line with our NCD scale which is current at the time of taking out the policy. The discount won't apply to our administration costs or to any additional options you've chosen.

Your NCD will not be affected if we only pay for:

- emergency medical treatment charges (section 3);
- a claim under breakdown cover; or
- a claim under motor legal expenses.

If more than one motorbike is insured, the NCD is earned separately for each motorbike in the NCD holder's name. A named rider who is not the NCD holder doesn't earn their own NCD.

If a claim is still outstanding at the renewal date, we may issue a renewal quotation with the NCD reduced. Once the claim has been settled and we've agreed that you're not at fault and all outstanding monies repaid, your NCD will be restored and we'll refund any extra premium you may have paid. However, whilst your NCD will be restored, your premium may still increase following a claim even if you were not at fault.

If a claim is made against your policy and your NCD isn't protected, your NCD will reduce as follows:

NCD (years) at the start of your current period of cover	NCD (years) at the next renewal		
	1 claim	2 claims	3 claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5 to 8	3	1	0
9	4	2	0

### Protected NCD

If you're eligible and pay the required extra premium, you may choose to protect your NCD. If chosen, this will be shown on your schedule.

If your NCD is shown as protected on your schedule, it won't be reduced irrespective of the number of accidents/claims made. However, your premium may still increase following an accident/claim even if you were not at fault.

If we've offered the option to protect your NCD and we're then subsequently advised of a claim, we may issue a revised quote and remove the option.

### **Proof of your NCD entitlement**

You should keep your proof of NCD from your previous insurer as we may ask you to provide this at any time or in the event of a claim.

The proof should be in your name and be less than 2 years old, issued by your previous UK insurer and not being used on another motorbike. We may also check any NCD you've told us you're entitled to. For further information, refer to section 9.3, general conditions.

If you require proof of your NCD earned whilst insured with us, we'll issue it to the NCD holder, provided you don't owe us any money.

## **Section 8 General exceptions**

**These general exceptions apply to the whole contract and are in addition to the exclusions shown under 'We won't pay for' in each section of this document of motorbike insurance.**

### **1. Change of circumstances – notification and acceptance**

This insurance won't apply unless:

- you've told us about any change as listed in General conditions, 9.2; and
- we've agreed to provide cover, issued a schedule and where appropriate issued a new certificate of motor insurance.

### **2. Riding and use**

This insurance won't apply if any motorbike your policy allows you to ride is being ridden and/or used with your permission:

- other than when in line with your certificate of motor insurance and/or your schedule;
- by any person not described on your certificate of motor insurance and/or schedule as entitled to ride or be in charge of your motorbike;
- by any person who doesn't have a valid driving licence, is disqualified from riding, has not held a driving licence or who is prevented by law from holding a driving licence;
- by any person who is breaking the conditions of their driving licence;
- for any type of delivery, renting out, peer to peer hire schemes (including when the hirer is using your motorbike) or use for hire and reward including (but not limited to) use as a taxi or for couriering;
- for racing, pacemaking, speed trials, track days or for competing in National British A or International rallies;
- for any use in connection with the motor trade other than by a member of the motor trade for the purposes of overhaul, upkeep or repair;
- for towing more than one trailer at the same time.

### **3. Contractual liability**

We won't pay for any liability resulting only from a contract or agreement you have with another party.

#### 4. Radioactivity

We won't pay for any loss, damage, liability or cost directly or indirectly caused by:

- radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- the radioactive, toxic, explosive, hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its component part;
- any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

#### 5. War, terrorism, riot, civil unrest

We won't pay in the event of:

- war, civil war, terrorism, rebellion or revolution except when required by the Road Traffic Act; or
- riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Section 9 General conditions

**We'll provide cover under this policy if you or anyone else covered by this insurance meet all the terms and conditions in this document of motorbike insurance including those shown on your schedule.**

### 1. Care of your motorbike

You or any person in charge of your motorbike must protect your motorbike from damage or loss.

Alarms, immobilisers and tracking devices must always be on and working when your motorbike is left unattended. Your schedule shows any security requirements specific to your policy. If these requirements aren't met, this insurance won't be valid and we won't pay a claim.

You or any authorised rider must always take the keys out of the ignition and remove them completely when your motorbike is left unattended.

You should ensure your motorbike is kept in a roadworthy condition and you must have a valid Department for Transport Test Certificate (MOT) if one is needed by law.

You must give us access to examine your motorbike and if asked send us evidence of a valid MOT and/or evidence your motorbike was regularly maintained and kept in a roadworthy condition.

### 2. Your responsibility to provide correct information

When applying for, amending or renewing this insurance you must answer all questions truthfully to the best of your knowledge, including questions that apply to any other person covered by this insurance.

Your schedule shows the answers you've provided and you must let us know if any of the details are incorrect as soon as possible after receiving your documents. At renewal, you must also let us know if any of the information has changed for you and/or anyone insured under your policy, including any claims or motoring convictions/endorsements.

## **Changes you need to tell us about during the period of cover**

You must tell us as soon as possible if:

- you change your motorbike;
- you change the way you use your motorbike e.g. from social domestic and pleasure to business use;
- you move house or change the address of where you keep your motorbike;
- changes are made to the manufacturer's standard specification, which improve the value, appearance, performance or handling of your motorbike;
- your driving licence has changed, such as it is now withdrawn; and
- you change occupation, including part time work.

If you make any of the changes above, you won't be covered unless we've agreed and issued a new schedule and where appropriate issued you a new certificate of motor insurance. This means that if you don't tell us, we may reject any claim or reduce the payments we make.

Where we agree to your change, this may result in an additional or return premium.

If the changes you make mean we can no longer insure you, we'll give you notice of cancellation. Please see section 9.9, general conditions, our rights to cancel your insurance.

## **Documents and information you may need to give us**

To help us validate your details, you may be asked to send us documents, information or allow us to have access to databases.

Examples of documents or information we may require include your driving licence, your driving licence number, your vehicle registration document, proof of your address, and a copy of your utility bill.

Failure to provide the requested documents, information or authority to access any requested databases may result in your policy being cancelled. If a refund is paid, we will deduct our charge for the cancellation and for the time you've been on cover.

## **3. Misrepresentation, fraud and financial crime**

If you or anyone representing you:

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

we may:

- amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- reject a claim or reduce the amount of payment we make;
- cancel or avoid your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation charge.

Where fraud is identified, we'll also:

- not return any premium paid by you;
- recover from you any costs we've incurred; and
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

### **3.1 Claims fraud**

If you or anyone representing you:

- makes a claim or part of any claim that is fraudulent, false or exaggerated, we may:
  - reject the claim or reduce the amount of payment we make;
  - cancel your policy from the date of the fraudulent act and not return any payment paid;
  - recover from you any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
  - pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## **4. Accident and claims procedure**

You or any other person riding under this insurance must:

- give us full details of any accident as soon as possible;
- inform the police as soon as possible if your motorbike or its contents are stolen or vandalised and provide us with the crime reference number;
- immediately send us all communications from other people involved without replying;
- immediately tell us about and send to us, any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without replying; and
- co-operate with us and provide details of your claim that we may request to help us validate and process your claim.

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise or payment.

We're entitled to:

- have total control to conduct, defend and settle any claim; and
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

## **5. Other insurances**

If any loss, damage or liability is covered by this insurance and is also covered by any other insurance, we'll only pay our share. This condition doesn't apply to section 5, personal accident benefits.

## **6. Compulsory insurance laws**

If under the law of any country we must make a payment which we wouldn't otherwise have to make, you must repay that amount to us.

## 7. Motorbike Sharing

Accepting payments from passengers as part of a motorbike sharing arrangement won't affect your insurance cover if:

- they're being given a lift for social or similar purposes;
- this is not as part of a business of carrying passengers; and
- any money received doesn't produce a profit.

## 8. Voluntary use

Social, domestic and pleasure use includes use of your motorbike for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 9. Cancellation

### Our rights to cancel your insurance

We'll cancel your insurance by giving you 7 days' notice if:

- we identify misrepresentation or any attempt to gain an advantage under this insurance to which you're not entitled, see general conditions 9.3;
- we identify your involvement in, or association with insurance fraud and/or financial crime;
- you don't pay the premium or an instalment when we have notified you that the outstanding amount is required by a specific date;
- you or anyone else covered by this insurance hasn't met the terms and conditions in this document of motorbike insurance including those shown on your schedule;
- a change in your circumstances means that we can no longer provide cover;
- you behave in a manner that makes it inappropriate for us to continue your insurance, e.g. if you harass or show abusive or threatening behaviour towards our staff.

Our cancellation notice will confirm the reason for cancellation and be posted and/or emailed to you.

The insurance will end immediately when stated on the cancellation notice. But if you've just taken out the policy or renewed with us and the premium is unpaid, we'll cancel your insurance from the start/renewal date. We'll refund the balance of your premium that applies to the remaining period of cover.

If a refund is paid, a cancellation charge will be deducted from the refund.

If a claim has been made or misrepresentation, fraud or financial crime identified, we'll cancel your cover but may not refund any premium. If you're paying by instalments, you must still pay us the balance of the full annual premium.

### Your rights to cancel your insurance

#### Up to 14 days after you receive your documents

At the start of your insurance, when you receive your documents, you have 14 days to check you're happy with the insurance cover you've bought. If the cover doesn't meet your needs, you can cancel your insurance by telling us. If you do this within 14 days of receiving your documents, we'll refund any money you've paid less a charge for the cover you've had and a cancellation charge will apply for setting up the policy. A charge won't be made if you cancel before the cover start date.

### **More than 14 days after you receive your documents**

After the initial 14 days, if you've not made a claim, we'll refund any money you've paid, less a charge for the cover you've had and a cancellation charge will apply. If you've made a claim no refund will be paid.

Please refer to your schedule for details of the charges that apply.

### **Cancellation at renewal**

We'll send you a renewal invitation 3 weeks before your renewal date. This will show your renewal premium and any changes to your insurance policy. If you haven't chosen our continuous payment option, you must contact us before your renewal date to continue with your insurance policy. If you've chosen our continuous payment option, we'll automatically renew your insurance policy before it expires. As part of our renewal process your debit or credit card provider will tell us your new card number if it has changed. If you don't want to renew or your credit card provider has changed please contact us before your renewal date.

If you renew, whether or not under the continuous payment option, but then decide to cancel, provided you tell us before your renewal date, we'll refund what you've paid in full. If you cancel after your renewal date has passed you will be charged in line with the cancellation rules explained on your schedule.

If you are due a refund, we'll send this to you within 7 days of you telling us that you'd like to cancel.

### **Renewal of your policy**

We reserve the right not to invite the renewal of your policy.

### **Insurance premiums**

All premiums include insurance premium tax where applicable. You may also have to pay other taxes or costs, for example if the premium is reimbursed by an employer it may be classed as a taxable benefit in kind. If so you'll need to pay this tax or cost yourself.

### **10. Premium payment by instalments**

- if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
- if you make a claim, we may deduct any outstanding amounts due to us before paying the claim.

### **11. The law that applies to your insurance**

If you have a motor policy and live in Guernsey, the law of Guernsey applies or if you live in Jersey, the law of Jersey will apply to that contract with us.

Other than that, the law of England and Wales applies to your contract with us.

## A summary of how we use your personal information

Liverpool Victoria Insurance Company Limited is the controller of your personal information. We'll keep you informed about how we use your personal information in the document 'How we use your personal information', which is available:

- online at [LV.com/Gldata](http://LV.com/Gldata)
- in writing, Braille, large print and audiotape from GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com)

You have a number of rights concerning your personal information. You can ask for a person to review an automated decision, and in certain circumstances to:

- access the personal information we hold about you
- correct personal information
- have your personal information *deleted*
- restrict us processing your personal information
- receive your personal information in a *portable* format, and
- object to us processing your personal information

If you want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com).

You can contact us about data protection at: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or [dpo@LV.com](mailto:dpo@LV.com).

## Customer Services

Mon-Fri 8am-8pm,  
Sat and bank holidays 9am-5pm,  
Sun 10am-4pm

0800 085 5663

## To make a claim

24 hours a day, 365 days a year

0800 032 2577

For Text Phone first dial 18001.

Calls will be recorded for training and monitoring purposes



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