

# your **motorbike insurance** policy booklet



# contents

introduction to Churchill motorbike insurance and your cancellation rights	1
information	2
making a claim	2
travelling abroad	3
regulation and compensation	3
motorbike policy definitions	4
motorbike policy cover	6
contract of insurance	6
section 1 loss of, or damage to, your motorbike	7
excesses	7
exceptions to section 1	8
section 2 liability to third parties	9
exceptions to section 2	10
section 3 payments made under compulsory insurance regulations and rights of recovery	11
section 4 emergency treatment	11
section 5 no claim discount	11
section 6 continental use – compulsory insurance requirements	12
general exceptions	13
general conditions	14
complaint procedures	16

Churchill motorbike insurance is underwritten from a panel of insurers and arranged by Devitt Insurance Services Limited who are authorised and regulated by the Financial Services Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England No: 2438974.

# introduction to churchill motorbike insurance

The Churchill motorbike insurance policy, which is designed to meet the needs of motorcycle users, is underwritten from a panel of insurers and arranged by Devitt Insurance Services Limited.

The insurer denoted in the policy schedule is underwriting your policy, the terms, exceptions and conditions of which are explained in the following pages.

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

As part of our service to customers we wish to ensure that you are always fully aware of our Terms of Business. We will provide you with the Terms of Business when cover was effected. At each subsequent renewal of the policy we will provide you with a statement of our current Terms of Business.

This policy forms part of your legal contract with your insurer and defines exactly what is provided with each level of cover. Please refer to your policy schedule for confirmation of the level of cover you have chosen.

You should keep your policy documents in a safe place and make a note of your policy number plus our Customer Service and Claims Department telephone numbers, so that they are available should you need to contact us. The contact telephone numbers are shown on the back page of this policy and also on the two carry cards, which you will find on the inside flap of the back page.

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

## **Your cancellation rights – the cooling off period**

If having examined your policy documentation you decide that the cover provided does not meet your requirements you have a statutory right to return your certificate of motor insurance and policy schedule to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP within 14 days of receipt or the start date of the policy, whichever is later, and to receive a refund of premium less any charge for the number of days for which cover has been provided. However no refund will be due if a claim involving the total loss of your motorbike has been made during that period.

If you do not exercise your right to cancel your policy within the statutory cooling off period, it will continue in force.

For your cancellation rights outside the statutory cooling off period, please refer to the general conditions section of your policy.

# information

## **Increasing your policy cover**

Devitt offer a range of options to the main policy to allow you to extend your cover. Please call us if you would like details of the optional extensions available.

## **Making a claim**

Legal procedures now make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. Heavy financial fines may be imposed by the courts if these are not kept to. This may affect your insurer's ability to mount the best defence on your behalf. Delay can involve your insurer in higher costs which may go against your driving record. If the delay is extreme, they may refuse to cover you. In the event of an accident you must report it immediately.

**You can contact the Devitt Claims Helpline telephone number on 0800 015 7535.**

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

The Helpline telephone number is also shown on the back page of this policy and on the carry cards supplied at the back of this policy.

## **In case of an incident**

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

- for your motorbike to be recovered to a repairer if you have Comprehensive cover or the accident is not your fault;
- to deal with any immediate concerns you may have, such as contacting those who need to know that you have been involved in an accident.

## **Important**

When telephoning the Devitt Claims Helpline, please have your policy number ready (as shown in your policy schedule and certificate of motor insurance). This will enable the Helpline team to act quickly.

## **Customers with disabilities**

This policy is also available in large print, audio and Braille. If you require any of these formats please contact Devitt.

## travelling abroad

### If you take your motorbike abroad

A Green Card is an International Certificate of Motor Insurance required as proof of motor insurance cover by countries outside of the European Union, Croatia, Iceland, Norway, Switzerland (including Liechtenstein) and Andorra.

A Green Card is not required by law to cross borders within the European Union and the countries mentioned above as all EU countries and certain other countries comply with the first directive on motor insurance, which says that every insurance policy issued in the EU must provide the minimum insurance cover required by law in any other EU country.

Your certificate of motor insurance carries statements on the reverse of the document in the main European languages for presentation to the police or other officials confirming that you have necessary insurance to ride in their countries.

There is no cover for countries outside of the European Union, Croatia, Iceland, Norway, Switzerland (including Liechtenstein) and Andorra. Your insurer may, however, be prepared to extend cover on request, in which case an additional premium will be required by your Insurer for the extension of policy cover and Devitt will provide you with a Green Card.

Please refer to section 6 of the policy wording for further information.

## regulation and compensation

Your insurer and Devitt Insurance Services Limited are authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms and can be visited at [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/), or they can be contacted on **0845 606 1234**.

Under the Financial Services Compensation Scheme (FSCS), should a company be unable to meet all its liabilities to policyholders and customers, compensation may be available, depending on the type of insurance and the circumstances of the claim.

Your insurer/underwriter and Devitt Insurance Services Limited are members of the FSCS.

Further information can be obtained on request, by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

# motorbike policy definitions

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

## Accessory/Accessories

Additional or supplementary parts of **your motorcycle** that have been fitted after its manufacture and are not directly related to its function as a **motorcycle**. These include radios that form an integral part of the **motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**.

## Certificate of motor insurance

A document that **you** must have as evidence that **you** have the minimum motor insurance needed by law. It shows who can ride **your motorcycle**, what purposes it can be used for and whether **you** are permitted to ride other motorcycles.

Wherever the expression **certificate of motor insurance** is used in this contract, it means the certificate that is currently in force and not one that has been withdrawn or has ceased to be valid.

## Endorsement/Endorsements

Changes in the **terms**, exceptions and conditions of your **policy** which are printed in or attached to your current **policy schedule**.

## Excess/Excesses

The amount of any claim **you** will have to pay if **your motorcycle** is lost, stolen or damaged.

## Fire

**Fire**, self-ignition, lightning and explosion.

## Insurer/your insurer/their/them/they

The **insurer** named in the **policy schedule**.

## Market value

The cost of replacing **your motorcycle** in the UK with one of the same make, model, specification, mileage and condition at the time of the accident or loss.

## Motorcycle/motorbike

A mechanically propelled two-wheeled vehicle, with or without a sidecar or **trailer** attached. A three-wheeled vehicle, having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart is also classed as a **motorcycle/motorbike**.

## Period of insurance

The period of time covered by this **policy** as shown in the current **policy schedule** and any further period for which **your insurer** agrees to insure **you**.

## Permitted riders

Any person permitted to ride as described under the section of your current **certificate of motor insurance** headed 'Persons or classes of persons entitled to drive'.

## **Policy**

The **policy** booklet, **policy schedule**, **proposal form/statement of fact** and **certificate of motor insurance**.

## **Policy schedule**

The details of **you**, **your motorcycle** and the insurance protection provided to **you** by the **insurer**.

## **Proposal form/statement of fact**

The document recording the statements made and information provided by or for **you** when **you** apply for cover.

## **Terms**

All **terms**, exceptions, conditions and limitations which apply to the **policy**.

## **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including transporting **your motorcycle** by sea between their ports.

## **Theft**

**Theft** or attempted **theft**.

## **The insured/you/policyholder**

The person or persons described as **the insured** in the **policy schedule**.

## **Trailer**

Any form of **trailer** which has been specifically designed to be towed by a **motorcycle**.

## **We/us/Devitt**

**Devitt** is a trading name of Devitt Insurance Services Limited, Insurance Brokers. **Devitt** is authorised and regulated by the Financial Services Authority.

## **Your motorcycle/insured motorcycle/your motorbike**

Any **motorcycle** described in the **policy schedule** and any other **motorcycle** for which the details have been supplied to **us** and a **certificate of motor insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** and remains effective.

# motorbike policy cover

## Operative sections

- Comprehensive** – Sections 1, 2, 3, 4, 5 and 6 are operative.
- Third Party Fire and Theft** – Section 1 is operative only in respect of loss or damage caused directly by **fire** or **theft**.
- Sections 2, 3, 4, 5 and 6 are operative.
- Third Party Only** – Sections 2, 3, 4, 5 and 6 are operative.

## Contract of insurance

The **policy** is a contract between **you** and the **insurer**. This **policy** describes the insurance cover provided during the **period of insurance** **you** have paid for, or have agreed to pay for, and for which the **insurer** has accepted the premium. For the contract to be valid, all the information **you** have given must be true and complete to the best of your knowledge and belief, otherwise your **policy** may not protect **you** in the event of a claim.

This **policy** booklet, the **proposal form/statement of fact**, the **policy schedule** and the **certificate of motor insurance** form your **policy** and should be read together. Your **policy** is proof of the contract between **you** and the **insurer**.

## How to read your policy

This **policy** must be read as a whole. The general exceptions and general conditions appearing on pages 13–15 apply to each section of the **policy**.

## Governing Law

The **policyholder** and the **insurer** can choose the law which applies to this contract. Unless the **policyholder** and the **insurer** agree otherwise, English Law will apply.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



# section 1 loss of, or damage to, your motorbike

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

- pay for **your motorbike** to be repaired; or
- replace **your motorbike**; or
- pay the amount of the loss or damage; and
- pay up to a maximum of £100 in respect of **accessories** and spare parts relating to **your motorbike** while these are on **your motorbike**.

The maximum amount **your insurer** will pay will be the **market value** of **your motorbike** but not exceeding your estimate of value shown in **their** records.

If, to the knowledge of the **insurer**, **your motorbike** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **your insurer**.

## Accident recovery

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

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

## Excesses

If **your motorbike(s)** is/are lost, stolen or damaged, (including the **motorbike's accessories** and spare parts), **you** will have to pay the first part of any claim.

Your **policy schedule** will indicate the compulsory **excess** and any voluntary **excess** applicable to **your motorbike(s)**.

All **excesses** (including voluntary **excesses**) are cumulative and **you** should pay careful attention to the **policy schedule** and any additional **endorsements** to establish the amount **you** will need to contribute in the event of a claim.

## exceptions to section 1 of your policy

Your **policy** does not cover the following:

- 1 Depreciation, wear and tear.
- 2 Failures, breakdowns or breakages of any mechanical, electrical, electronic or computer equipment.
- 3 Loss of use or other indirect loss.
- 4 Damage to tyres caused by braking or by punctures, cuts or bursts.
- 5 Loss of or damage to **accessories** and spare parts by **theft** if **your motorbike** is not stolen at the same time.
- 6 Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 7 Loss or damage to helmets and protective clothing.
- 8 Loss of value following repair.
- 9 Loss of **your motorbike** including **accessories** and spare parts if it is left unattended at any time if:
  - the ignition key has not been removed and the steering lock has not been set and put in operation;or
  - **you** have agreed with **your insurer** that a specially-fitted locking device, tracking device, immobiliser or alarm must be fitted, or **your insurer** has given **you** a discount from your premium for this, and the equipment was not in operation and/or activated at the time of the loss.
- 10 Repairs or replacements which increase the **market value** of **your motorbike**.
- 11 The cost of paintwork above the cost of replacing the manufacturer's standard paintwork.
- 12 Any amount over the manufacturer's last list price for a replacement part or **accessory** if **your insurer** cannot obtain it from stock held within the United Kingdom.
- 13 Damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the **motorbike** manufacturer's instructions.
- 14 Loss or damage resulting from **your motorbike** being repossessed by or returned to its rightful owner.
- 15 Loss or damage to **your motorbike** resulting from someone obtaining it by fraud or deception.
- 16 Loss or damage if **your motorbike** is confiscated or destroyed by, or under the order of, any government or public or local authority.

## section 2 liability to third parties

### Your liability to third parties

**Your insurer** will insure **you** in respect of all sums which **you** may be required to pay by law arising from death or injury to third parties, or damage to third party property (subject to the limits contained in section 2 exceptions 7), as a result of an accident caused by:

- **your motorbike;**
- any other **motorbike** ridden by **you** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase or leasing agreement, provided that:
  - your current **certificate of motor insurance** indicates that **you** can ride such **motorbike**;
  - there is a current and valid policy of insurance in force for the **motorbike** being ridden under this section; and
  - it is not a **motorbike** which has been seized by, or on behalf of, any government or public or local authority;
- any **trailer** while it is being towed by **your motorbike**, subject to:
  - the **trailer** being properly secured to **your motorbike** by towing equipment manufactured for the purpose; and
  - the method of towing staying within the manufacturers recommended towing limits and any other relevant law.

**Your insurer** will also pay any expenses for which **you** have **their** written authority to claim.

### Liability of other persons riding or using your motorbike

**Your insurer** will also insure the following persons under this section in respect of all sums which **your insurer** may be required to pay by law arising from death or injury to third parties or damage to third party property as a result of an accident:

- any person **you** give permission to ride **your motorbike** provided that your **certificate of motor insurance** allows that person to ride;
- any person **you** give permission to use (but not ride) **your motorbike** but only whilst it is being used for social, domestic and pleasure purposes.

### Indemnity to legal personal representatives

In the event of the death of anyone insured under this section, **your insurer** will protect his/her legal personal representatives against any liability of the deceased persons, if that liability is insured under this section.

### Legal costs

**Your insurer** will pay for:

- solicitors' fees if anyone insured under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction;
- legal services up to an amount not exceeding £1,000 to defend anyone insured under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death, provided that at the time of the occurrence the rider is 21 years of age or more.

**Your insurer** will only pay these legal costs if they relate to an incident, which is covered under this section.

## exceptions to section 2 of your policy

### The cover under this section will not apply:

- 1 If any person insured under this section fails to observe the **terms**, exceptions and conditions of this **policy** as far as they can apply.
- 2 If any person insured under this section has other insurance covering the same liability.
- 3 To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
- 4 To loss of or damage:
  - to property belonging to you or anyone insured by this **policy**
  - to property being conveyed by **your motorbike**.
- 5 In respect of damage to any **motorbike, trailer** or property where cover in connection with the use or riding of that **motorbike** is provided by this section.
- 6 To any liability caused by acts of terrorism as defined in the UK Terrorism Act 2000 except where such liability is required to be covered by the Road Traffic Acts.
- 7 To any liability for loss of or damage to other people's property over £20,000,000 (or £25,000,000 including costs) for any claim or series of claims for loss of or damage to property including any indirect loss or damage caused by one event.

## sections 3, 4, 5

### section 3

#### Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this **policy** operates requires **your insurer** to settle a claim which, if this law had not existed, **they** would not be obliged to pay, **your insurer** reserves the right to recover such payments from **you** or from the person who incurred the liability.

### section 4

#### Emergency treatment

**Your insurer** will reimburse any person using any **motorbike** which is covered under this **policy** for payments made under the Road Traffic Acts for emergency treatment.

A payment under this section will not prejudice your No Claim Discount.

### section 5

#### No Claim Discount

If a claim is not made under your **policy**, your renewal premium will be reduced in accordance with the scale applicable at such time with **your insurer** (**Devitt** can tell **you** what the current scale is).

The No Claim Discount is applied to the **policy** premium as a whole (excluding any flat rate premiums) and in the event of a claim, the discount will be reduced in accordance with the scale applicable with **your insurer** at such time, regardless of the number of **motorbikes** insured under the **policy** and which **motorbike** was involved. The reduction in discount will not apply if **you** have paid to protect your No Claim Discount, subject to the **terms** and conditions of that protection provided by **your insurer**. Please note that this is no guarantee that your premium will not rise.

No Claim Discount is not earned under a policy issued and in force for less than 12 months.

If **your insurer** consents to a transfer of this **policy** to another person, within **their** Underwriting rules, the No Claim Discount already earned under this **policy** will not apply to the person to whom the **policy** is being transferred.

## section 6 continental use

### Compulsory insurance requirements

In compliance with EU directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union;
- any country where the United Kingdom have signed the Multilateral Agreement to provide the equivalent minimum Road Traffic Acts cover of that country relating to civil liabilities arising from the use of a motorbike. Eligible countries change from time to time. **Devitt** can tell **you** the current list of eligible countries.

### Policy cover abroad

In addition to this minimum cover, the **policy** provides the cover shown in the **policy schedule** in any country referred to above subject to:

- **your motorbike** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- use of **your motorbike** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding 90 days in any one trip.

### Cover includes:

- transit by sea, air or rail by a recognised carrier in or between any countries to which the insurance applies provided the journey does not take longer than 65 hours under normal conditions;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorbike** into any country within the **Territorial Limits**, subject to your liability arising as a direct result of a claim covered under this **policy**;
- General Average contributions, Salvage charges and Sue and Labour charges whilst **your motorbike** is being transported by sea between or within any countries within the **Territorial Limits**, provided that **your motorbike** is covered for loss or damage under this **policy**.

# general exceptions applicable to all sections

## Your policy does not cover the following:

- 1 Any accident, injury, loss or damage while any **motorbike** insured under this **policy** is being:
  - used otherwise than for the purposes described under the 'Limitations as to use' section of your **certificate of motor insurance**;
  - ridden by any person other than as described under the section of your **certificate of motor insurance** headed 'Persons or classes of persons entitled to drive' except that cover will not be withdrawn;
    - if the injury, loss or damage was caused as a result of **your motorbike** being stolen or having been taken without your consent or other lawful authority;
    - if the person riding does not have a driving licence and **you** had no knowledge of such deficiency;
  - ridden by **you** unless **you** hold a licence to ride **your motorbike** and are not disqualified from holding or obtaining such a licence;
  - ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride **your motorbike** or is disqualified from holding or obtaining such a licence;
  - ridden by, or is in the charge of for the purpose of being ridden by, any person to whom **your motorbike** has been hired.
- 2 Any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- 3 Any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic explosive or other hazardous properties of any nuclear equipment or its nuclear parts.
- 4 Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5 Any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:
  - earthquake;
  - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

This exception will not operate if **you** can prove that an accident, injury, loss or damage was not caused by either of these perils.
- 6 Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.
- 7 Any loss, damage, injury or death occurring whilst any **motorbike** insured under this policy is being used in that part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area, except where such liability is required to be covered by the Road Traffic Acts.

## general conditions applicable to all sections

**You** must comply with the following conditions to have the full protection of your **policy**. If **you** do not comply with them **your insurer** may at **their** option cancel the **policy** or refuse to deal with your claim or reduce the amount of any claim payment.

### Claims procedure

- 1 As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal representatives must give **your insurer** full details of the incident.

Any communication **you** receive about the incident should be sent to **your insurer** immediately. **You** or your legal personal representatives must also let **your insurer** know immediately if anyone insured under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or if there has been a fatal accident.

- 2 **You**, or anyone else claiming under this **policy** must not admit to any claim, promise any payment or refuse any claim without the written consent of **your insurer**. If **your insurer** wants to, **they** can take over and conduct in your name, or in the name of the person claiming under the **policy**, the defence or settlement of any claim or take proceedings for **their** own benefit to recover any payment **your insurer** has made under this **policy**. **Your insurer** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this **policy** shall give **your insurer** all the information and assistance necessary for **them** to achieve a settlement.

### Cancellation

#### 3 Your cancellation rights – the cooling off period

If having examined your **policy** documentation **you** decide that the cover provided does not meet your requirements **you** have a statutory right to return your **certificate of motor insurance** and **policy schedule** to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex, RM1 3PP within 14 days of receipt or the start date of the **policy**, whichever is later and to receive a refund of premium less any charge for the number of days for which cover has been provided. However no refund will be due if a claim involving the total loss of **your motorbike** has been made during that period.

If **you** do not exercise your right to cancel your **policy** within the statutory cooling off period, it will continue in force.

After the 14-day cooling off period **you** can still cancel this **policy** at any time by returning your **certificate of motor insurance** to us. Provided that no claim has occurred in the current **period of insurance**, **your insurer** will calculate the premium for the period **they** have been insuring **you** and a rebate will be allowed in accordance with the scale shown in the **policy schedule**.

**NB 1** A cancellation will only become effective from the date **Devitt** receive the return of the current **certificate of motor insurance** or a Statutory Declaration, if **you** have lost the **certificate of motor insurance**.

**NB 2** **Your insurer** or **Devitt** may cancel this **policy** by sending not less than seven days' notice to your last known address (and in the case of Northern Ireland, also to the Department of the Environment, Northern Ireland). **Your insurer** will calculate the premium for the period **they** have been insuring **you** and will refund any balance of premium due to **you**.



## Other Insurance

- 4 If at the time of any claim arising under this **policy** there is any other insurance policy covering the same loss, damage or liability, **your insurer** will only pay **their** share of the claim.

## Your duty to prevent loss or damage

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

## Premiums payable by instalments

- 6 If **you** are paying your premium in instalments and **you** miss a payment, **your insurer** will cancel your cover. **You** will be given seven days' notice prior to cancellation. **You** must then return the **certificate of motor insurance**.

## Your duty to comply with policy conditions

- 7 The provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **endorsements** of this **policy**.

## Fraud

- 8 **You** or any person acting for **you** must not act in a fraudulent manner.
- If **you** or anyone acting for **you**:
- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
  - make a statement in support of a claim knowing the statement to be false in any respect; or

- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage by your willful act or with your connivance,

then **your insurer**:

- will not pay the claim
- may at **their** option invoke the **policy** cancellation clause
- may recover from **you** the amount of any claim paid in relation to the incident
- will not make any return of premium
- may inform the police of the circumstances.

## Parties to this contract

- 9 The parties to this contract of insurance are **you** and the **insurer**. No one else has any rights they can enforce under this contract except those they have under the Road Traffic Acts.

## Data Protection notice

- 10 Please refer to the Data Protection notice within your **policy** documentation e.g. **Proposal form/statement of fact** and/or **Policy schedule** which contains important information about the use of your personal details.

Please make sure that **you** read the Data Protection notice carefully.

By taking out this insurance **policy**, **you** confirm that your personal details may be used in accordance with the Data Protection notice. As the terms of the Data Protection notice will also apply to anyone else insured under your **policy**, **you** should also show the Data Protection notice to anyone else whose name **you** have given **us** in connection with your **policy**.

# complaint procedures

## Complaint procedures

Our aim at all times is to provide a first class standard of service. However, there may be occasions when **you** feel that this objective has not been achieved.

Should **you** have any query or complaint regarding this insurance, please contact **Devitt**. **You** should ring 0800 200 306 if prior to taking out cover, 0845 300 4867 if after cover is taken out or write to **us**, giving details of your complaint.

Please always quote your reference number and/or your **policy** number.

The address for complaints is:

Customer Satisfaction Manager  
Devitt Insurance Services Limited  
North House  
St Edwards Way  
Romford  
Essex  
RM1 3PP

If **you** remain unhappy, please write with full details to the Managing Director of Devitt Insurance Services Limited at the same address.

If after taking this course of action **you** are still dissatisfied, once **you** have had either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner), **you** then have the right of referral to the Financial Ombudsman Service (FOS).

The address and telephone number is as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone No. 0300 123 9 123

If your complaint is about **your insurer**, as denoted in the **policy schedule**, **Devitt** will advise you how to contact **them**.

a) If **your insurer** is not a member of Lloyd's, and **you** have received either a final response letter from **your insurer** regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner) and **you** remain dissatisfied, short of court action, **you** may approach the Financial Ombudsman Service (FOS) for assistance at the address indicated above.

b) If **your insurer** is a member of Lloyd's, to refer the complaint to:

Policyholder & Market Assistance  
Lloyd's Market Services  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Telephone No. 01634 392000  
Fax No. 01634 830275  
Email [complaints@lloyds.com](mailto:complaints@lloyds.com)

If **you** are not satisfied with how the Policyholder & Market Assistance department at Lloyd's deals with your complaint and **you** have had either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner), **you** then have the right of referral to the Financial Ombudsman Service (FOS) at the address and telephone number, previously shown.

Regardless of whether your complaint was referred to Devitt Insurance Services Limited or **your insurer**, once **you** have had either a final response letter regarding your complaint or it is eight weeks since **you** raised your complaint (whichever is sooner) and **you** are still not satisfied, **you** then have the right of referral to the Financial Ombudsman Service (FOS) as detailed above.

Taking any of the actions set out will not affect your right to take legal action if **you** deem necessary.







**customer service telephone numbers**

**service:** 0845 300 4867

**claims:** 0800 015 7535

**Devitt Insurance Services Limited, Insurance Brokers, North House, St Edwards Way, Romford, Essex, RM1 3PP**

Churchill motorbike insurance is underwritten from a panel of insurers and arranged by Devitt Insurance Services Limited who are authorised and regulated by the Financial Services Authority. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England No: 2438974.

## customer service telephone numbers

your motorbike policy number:

service: **0845 300 4867**

claims: **0800 015 7535**

**churchill™**

**To help you:** 1 Tear the cards from the perforated edge. 2 Write your motorbike policy number in the space provided on the back. 3 Keep the cards somewhere safe.

## customer service telephone numbers

your motorbike policy number:

service: **0845 300 4867**

claims: **0800 015 7535**

**churchill™**

### If you have an accident

Please record the other person's details below. Keep this information safe, you will need it when you call to report the claim.

Name: .....

Address: .....

Phone: ..... Mobile: .....

Vehicle make and model: .....

Registration number: .....

Insurance Company: .....

Policy number: .....

### If you have an accident

Please record the other person's details below. Keep this information safe, you will need it when you call to report the claim.

Name: .....

Address: .....

Phone: ..... Mobile: .....

Vehicle make and model: .....

Registration number: .....

Insurance Company: .....

Policy number: .....