

# OFF ROAD



# INSURANCE DOCUMENTS



**CAROLE NASH**  
The care it deserves

Six Wheel

Multi-Bike

Modern Bike

Custom

Future Classic

Classic

Vintage

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## ***USEFUL NUMBERS***

### **CUSTOMER SERVICES**

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

Email: [bikes@carolenash.com](mailto:bikes@carolenash.com)

### **MAKING A CLAIM**

Should you be in the unfortunate position of having to make a claim, our in-house 'Talking Claims' service removes much of the inconvenience and hassle to you. Simply call 0800 298 5533.

More information can be found on page 6

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## ***IMPORTANT INFORMATION***

### **CHANGES IN YOUR CIRCUMSTANCES**

You must tell Carole Nash Insurance immediately about any changes to the information set out in the Proposal Form, Statement of Fact, or on your Policy Schedule.

More information can be found on page 8

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## ***WELCOME***

Thank you for arranging your motorcycle insurance through Carole Nash, we hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wording and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

E-mail: [bikes@carolenash.com](mailto:bikes@carolenash.com)

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## **CONTRACT OF OFF ROAD INSURANCE**

Details of your Insurer can be located in your Policy Schedule.

### **CONTRACT OF INSURANCE**

We will provide insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium. Please take time to read through your documents which contain important information about the details you have given.

The law of England and Wales will apply to this contract unless:

- you and the Insurer agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of England and Wales will apply.

Signed for and on behalf of the Insurers



David Newman  
Chief Executive Officer  
Carole Nash Insurance Consultants Ltd

# OFF ROAD INSURANCE POLICY WORDING

## DEFINITIONS

The following words or phrases have the meanings given below whenever they appear in this Motorcycle Insurance policy wording. These will be shown in bold.

### ACCESSORIES

Additional or supplementary parts of **your vehicle** not directly related to its function as a motorcycle. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your vehicle** but does not include telephone, audio, navigation equipment, helmets or clothing.

### APPROVED ORGANISATION

- Amateur Motorcycle Association (AMCA)
- Auto-cycle Union (ACU)
- British Schoolboy Motorcycle Association (BSMA)

### EXCESS

The amount **you** must pay towards any claim.

### INSURER/WE/OUR/US

The **Insurer** described in the **Policy Schedule**.

### MARKET VALUE

The cost of replacing **your vehicle** with one of the same make, model, specification, mileage and age, and which is in the same condition **your vehicle** was in immediately before the loss or damage **you** are claiming for.

### PERIOD OF INSURANCE

The period of time covered by this insurance (as shown in the **Policy Schedule**).

### POLICY

The contract between **us** and **you** which is made up of the current **Policy Schedule**, **Statement of Fact** and the Insurance **Policy** Wording within this booklet.

### POLICY SCHEDULE

The document showing the **vehicle we** are insuring and cover which applies.

### PROPOSAL FORM OR STATEMENT OF FACT

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the insurance was arranged and on which **we** have relied in providing this insurance.

### UNITED KINGDOM (UK)

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### VEHICLE

- a motorcycle that is a mechanically propelled two-wheeled **vehicle** without a sidecar, or
- a quadricycle that is a mechanically propelled four-wheeled **vehicle** having a maximum unladen mass of 400 Kilograms and with a maximum power of 15 Kilowatts.

### YOUR VEHICLE

Any **vehicle** specified in the **Policy Schedule**.

### YOU/YOUR/POLICYHOLDER

The person named as “the **Policyholder**” in the **Policy Schedule**, or as “the **policyholder**” in any renewal notice that applies to this insurance.

## SECTION 1

### COVER FOR FIRE AND THEFT

#### WHAT IS COVERED

If **your vehicle** or its **accessories** are lost or damaged by fire, theft or attempted theft in the **UK** during the **period of insurance**, **we** will choose to either repair or replace **your vehicle** or the **accessory**, or **we** will give **you** a cash payment up to or the same as the **market value** of **your vehicle** or the **accessory** at the time it was damaged.

**We** will also pay up to £250 for the cost of repair or replacement of tools used in connection with **your vehicle** if they are lost or damaged by fire, theft or attempted theft at the same time that **your vehicle** is damaged or stolen.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

Cover only applies while **your vehicle** is:

- kept in a locked garage at the address shown in the **Policy Schedule** when out of use.
- being used on a race track, practice ground or facility, endorsed by an **approved organisation**.
- transported not under its own power to and from a race track, practice ground or facility, endorsed by an **approved organisation**.

#### WHAT IS NOT COVERED

- any amounts **you** may be legally liable to pay for death or injury to other people; or damage to property as a result of any accident **you** have while any person is riding, using or in charge of **your vehicle**, during the **period of insurance**.
- any loss or damage to **your vehicle**, **accessories** or tools caused other than by fire, theft or attempted theft.
- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- loss of use.
- depreciation in value of **your vehicle** after **you** have made a valid claim under this **Policy**.
- loss or damage caused by deception.
- theft as a result of keys remaining in or on **your vehicle** whilst it is unattended.
- loss of or damage to any **accessory** which is not permanently attached to **your vehicle**.
- loss of or damage to **accessories** or tools unless **your vehicle** is damaged or stolen at the same time.
- theft or unauthorised taking of the **vehicle** by a member of the **policyholder**'s family or anyone normally living with **you**.

- loss of or damage to specialist paintwork, including any engraving or precious metals, on **your vehicle**.
- theft of **your vehicle** from **your** locked garage unless forcible or violent means are used.

### GENERAL EXCEPTIONS

These general exceptions apply to the whole of this insurance.

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

- being used for a purpose which the **vehicle** is not insured for;
- anyone who does not meet all the conditions of this insurance.
- any loss, damage, injury or liability directly or indirectly caused by:
  - war, invasion, act of terrorism, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the relevant insurance law);
  - incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands;
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
  - pressure waves caused by aircraft and other flying objects; or carrying any dangerous substances or goods (except where **we** need to provide cover to meet the relevant insurance law).

### POLICY CONDITIONS

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

#### 1. HOW TO MAKE A CLAIM

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any fire, theft or attempted theft, which might result in a claim under this **policy**. **You** or any other person claiming under this **policy** must send any claim form, summons or other correspondence to Carole Nash immediately.

Carole Nash has an in-house 'Talking Claims' service which removes much of the inconvenience and hassle to **you**. Simply call 0800 298 5533.

If **you** are making a claim following the theft or attempted theft of, **your vehicle**, **you** must give immediate notification of the incident to the Police.

## 2. OTHER INSURANCE

If **you** were covered by any other insurance for an incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

## 3. REASONABLE PRECAUTIONS

**You** must take all reasonable steps to keep **your vehicle** in a safe condition and protect it from damage, including fire, theft or attempted theft and someone taking **your vehicle** without **your** permission. **You** must also keep to all legal regulations relating to **your vehicle** and its ownership. **You** must allow **us** to examine **your vehicle** whenever **we** ask.

## 4. KEEPING TO THE TERMS OF THIS POLICY

**We** will only give **you** the cover that is described in this **policy** if:

- any person claiming cover has met with all its terms, as far as they apply; and
- the declaration and information given on the **Statement of Fact** on which this contract is based is complete and correct as far as **you** know.

## 5. FAILURE TO PAY A PREMIUM INSTALMENT

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation.

If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided plus a cancellation fee will be made. Please refer to the Carole Nash Terms of Business for details.

## 6. COOLING OFF PERIOD

**You** have the right to cancel **your policy** for a period of 14 days, either from the day of purchase/renewal of the contract or from the day **you** receive **your policy** documentation, whichever is the later. If **you** exercise this right **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

There will be no refund if a total loss has occurred. **You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

## 7. CANCELLATION BY YOU

**Your** insurance **policy** has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance other than in accordance with **policy** Condition 6 'Cooling Off Period' and there has been no claim(s), **you** will be charged for the number of days cover that has been provided plus a cancellation fee, details of which can be found in the Carole Nash Terms of Business.

**You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. If a claim has occurred there there will be no refund.

## 8. OUR RIGHT TO CANCEL

In the unlikely event that **your** existing **Insurer** or Carole Nash Insurance Consultants Ltd need to cancel **your policy**, **you** will be given seven days notice in writing. This will be sent to **your** last known address.

Valid reasons for cancelling include but are not limited to:

- if **you** do not pay **your** premium or instalment payment by payment due date
- where **we** reasonably suspect fraud or misrepresentation
- if **you** do not provide **us** with information or documentation **we** reasonably require
- where **you** have not taken reasonable care to provide complete and accurate answers
- where **you** or anyone else covered by the insurance has not met the **policy** terms and conditions
- where a change in **your** circumstances means **we** can no longer provide cover

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium in line with the cancellation section of this **policy**. Carole Nash will also deduct a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

Where **we** find evidence of fraud or deliberate misrepresentation **we** may void the **policy** back to the date when **you** first provided **us** with this information or the start of the **policy**. Where fraud is identified **we** will:

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

## 9. ARBITRATION

If **we** accept **your** claim, but disagree with the amount due to **you**, the matter may be passed to an arbitrator who **we** both agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 10. CHANGES IN YOUR CIRCUMSTANCES

**You** must tell Carole Nash Insurance Consultants Ltd immediately about any changes to the information set out in the **Proposal Form**, **Statement of Fact** or on **your Policy Schedule**. **You** must also tell Carole Nash Insurance immediately if any of the following happens:

- **you** or any rider receive any motoring convictions or fixed penalty endorsements (pending or not) or
- any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for or not on any motor vehicle policy.
- **you** or any other rider has been convicted of a criminal offence or have possible prosecutions outstanding;
- the registered keeper of **your vehicle** changes;
- **you** get an extra or change **your vehicle** for another one;
- any modification to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- **you** change the place where **you** usually keep **your vehicle**;
- **you** change **your** occupation;
- **you** change **your** address.

This is not a full list. If **you** are not sure whether to report any change, please speak to Carole Nash Insurance Consultants Ltd. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in **our** Terms of Business document.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the

compulsory **excess**, or

- the extent of the cover may be affected

## 11. FRAUDULENT CLAIMS

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 premium 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;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information

## COMPLAINTS PROCEDURE

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

### IF YOUR COMPLAINT IS IN RELATION TO CAROLE NASH:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your policy** was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU

E-mail: [bikes@carolenash.com](mailto:bikes@carolenash.com)

### IF YOUR COMPLAINT IS IN RELATION TO THE INSURER:

If **your** complaint is in relation to the **Insurer**, please write to the Chief Executive at the address shown in **your Policy Schedule**.

### FINANCIAL OMBUDSMAN SERVICE

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis.

The address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the **Insurer** or Carole Nash the opportunity to resolve it.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME

**We** and Carole Nash are both covered by the Financial Services compensation scheme (FSCS). **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the fscs at 10th floor, Beaufort House, 15 St. Botolph Street London EC3A 7QU or by calling 0800 678 1100 or 020 7741 4100.



**CAROLE NASH**  
The care it deserves

### UK & EUROPEAN BREAKDOWN RECOVERY CARD

In the event of a breakdown or accident, please call one of the following:

In Ireland call	090 645 1972
In the UK call	0800 093 5318
In the rest of Europe call	0044 1737 826 112

**UK & EUROPEAN  
BREAKDOWN  
RECOVERY CARD**



**CAROLE NASH**  
The care it deserves



**THIS POLICY AND OTHER ASSOCIATED DOCUMENTATION ARE ALSO AVAILABLE IN LARGE PRINT, AUDIO AND BRAILLE. IF YOU REQUIRE THESE FORMATS PLEASE CONTACT CAROLE NASH INSURANCE CONSULTANTS LTD.**

**Carole Nash Insurance Consultants Limited**

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