

motorcycle policy

Customer services
1890 89 1890

Claims helpline
1850 85 8530

Breakdown assistance helpline
1800 70 60 80

We, **QUINN-direct Insurance**, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in the Republic of Ireland, Northern Ireland or Great Britain (including the Isle of Man and Channel Islands) during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

On behalf of **QUINN-direct Insurance**



Colin Morgan
General Manager

Quinn-direct and Quinn-direct Insurance are registered business names of Quinn-Insurance Limited. Quinn-Insurance Limited is registered in Ireland, registration number 240768. Quinn-Insurance Limited is regulated by the Financial Regulator. You can contact the Financial Regulator on 1890 77 77 77.

ROI





Definitions

- A You, your** – the insured named in the policy schedule.
- B We, us** – Quinn-*direct* Insurance.
- C Your business** – your occupation as described in the schedule.
- D Your / the motorcycle** – the motorcycle described in the schedule of this policy and any motorcycle:
- you have given us details of;
 - we have provided a certificate of insurance for; and
 - for which the insurance is still in place.
- E The motorcycle** – a mechanically-propelled two-wheeled vehicle with or without a sidecar.
- F The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.
- G The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.
- H Territorial limits** – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the motorcycle is being transported by sea, air or rail (including loading or unloading) between these places.
- I Riding** – in the charge of a person who has driven, or will drive, the motorcycle, even if they are not driving at the time.
- J Market value** – the cost of replacing the motorcycle with one of the same make, model and similar age and condition at the time of the accident or loss.

- K Accessories** – items permanently attached to your motorcycle. Helmet, gloves and any other items you wear are **not** included.

Your insurance cover

So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions and conditions. If you have any questions, you should contact us or your insurance advisor.

Comprehensive cover – sections 1 and 2 of this policy apply.

Third-party, fire and theft cover – section 1 applies for loss of or damage to the motorcycle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

Third-party only cover – section 2 of this policy applies.

The general exceptions and general conditions apply to all levels of cover.

Description of riders

Any person shown in the certificate of insurance can ride the motorcycle. Where 'any driver' is shown, please see the schedule for any restrictions.



No-claims bonus

For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no-claims bonus scale applying at the renewal date. You can ask for details of the no-claims bonus scale.

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

No-claims bonus	Reduced to
1 Year	0 Years
2 Years	0 Years
3 Years	0 Years
4 Years	1 Year
5 Years or above	2 Years

If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to zero at your next renewal.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one vehicle at a time.

Protected no-claims bonus

You can pay an extra premium for a protected no-claims bonus extension once you have earned a no-claims bonus of four years or more. You will keep that no-claims bonus as long as no more than one claim arises during the period of insurance for which the extra premium applies.



Section 1 Loss of or damage to the insured motorcycle

We will pay for loss of or damage to the motorcycle or its accessories and spare parts while they are on your motorcycle.

We will choose whether to repair or replace the motorcycle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage. If we settle a claim under this section as a total loss, the lost or damaged motorcycle becomes our property.

The most we will pay will be the market value of the motorcycle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere. If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer, but are of a similar standard.

You must let us know immediately about any incident involving loss or damage to the motorcycle. You must not pay or agree to pay any expenses to repair any damage without getting our agreement beforehand. (See general condition 9.)

If the motorcycle is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

Accident recovery

We will also pay the reasonable cost of protecting the motorcycle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the motorcycle cannot be ridden. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule.



Exceptions to section 1

We will not pay for:

- 1 loss of value, wear and tear, mechanical, electrical, electronic, computer or computer-software failure or breakdown;
- 2 damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- 3 loss of use of the motorcycle or other indirect loss such as travel costs or loss of earnings;
- 4 loss of or damage to accessories or spare parts, unless your motorcycle is stolen or damaged at the same time;
- 5 loss of or damage to personal belongings (for example helmets or protective clothing);
- 6 loss or damage as a result of deception or fraud;
- 7 loss or damage arising from theft or attempted theft while your motorcycle is unattended, as a result of:
 - a leaving the ignition key in or on your motorcycle; or
 - b not using a security device (such as an immobiliser) that you have told us is fitted to your motorcycle;
- 8 damage to paintwork above the cost of replacing the manufacturer's standard paintwork;
- 9 loss of or damage to the motorcycle if it is taken or ridden without your permission by a member of your family or anyone who normally lives with you, unless they are prosecuted for taking the motorcycle without your permission;
- 10 any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
- 11 loss or damage resulting from using your motorcycle in a rally, competition, track day or trial;
- 12 loss or damage as a result of the vehicle being filled with the wrong fuel; or
- 13 the first amount, as shown in the schedule, of each claim (the excess).



Section 2 Liability to other people

Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

- 1 You, the policyholder.
- 2 Any person riding the motorcycle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade riding the motorcycle for the purpose of repairing or maintaining it).
- 3 The employer or business partner of any person whose business use is allowed under the terms of the certificate of insurance. This applies as long as the motorcycle does not belong to that person and is not hired or leased by or to them.
- 4 Any person using (but not riding) the motorcycle with your permission for social, domestic and pleasure purposes.
- 5 Any person travelling on or getting onto or off the motorcycle.
- 6 The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the motorcycle.

We will not pay more than €10,000,000 for damage to property arising from any one claim or number of claims arising out of one cause.

Legal costs

If we agree in writing, we will pay for the following legal costs related to an event which is covered by this section.

- a Solicitors' reasonable fees for representing you at a coroner's inquest or fatal accident enquiry.
- b The reasonable costs of defence against a charge of manslaughter or causing death by careless or dangerous driving.

Foreign use

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use the motorcycle in:

- a any country which is a member of the European Union; and
- b any other country which has made arrangements to meet the requirements of the Commission of the European Union.

If you want to extend this cover to your full policy cover, or if you want to travel to any other country, you must:

- a ask us to provide cover before the date you leave;
- b tell us the date you will be leaving, and the date you will be returning;



- c tell us which countries you are visiting; and
- d pay any extra premium necessary.

Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any motorcycle for which we provide cover.

Exceptions to section 2

- 1 We will not cover loss of or damage to property owned by or in the charge of the insured person.
- 2 We will not provide cover if the insured person is entitled to claim payment or has cover under any other policy.
- 3 We will not cover loss of or damage to any motorcycle in connection with which we provide cover under this section.
- 4 We will not cover death or injury to any person which arises out of the course of their employment by any insured person, except where it must be covered under the Road Traffic Act.



Section 3 Breakdown assistance

Using this breakdown assistance will not affect your no-claims bonus.

Definitions

For the purpose of this section, the following definitions apply as well as those on page 2.

- A **You, your** – any person driving the motorcycle who is driving with the policyholder's permission.
- B **Passengers** – all non-fare-paying passengers (not including hitch-hikers) on the motorcycle at the time you need help.
- C **Labour** – the cost of the call-out and up to one hour's labour charged by the repairer we instruct, as long as the repair is carried out at the scene and not at the repairer's premises.
- D **Breakdown** – mechanical or electrical breakdown, fire, attempted theft, malicious damage, punctures that need help to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or running out of fuel.
- E **Territorial limit** – Island of Ireland.

Benefits

If you cannot drive the motorcycle as a result of a breakdown, we will arrange and pay for:

- 1 one hour's labour at the roadside or at your home; and
- 2 towing the motorcycle to the nearest competent repairer or to a garage of your choice, whichever is closer.

Completing the journey

If the repairs cannot be completed where the motorcycle broke down and you are away from home, we can arrange and pay for **one** of the following.

- 1 Transport for you and your passenger to your intended destination, within the territorial limits, up to €35 for each person and €70 in total;
or
- 2 bed-and-breakfast only accommodation for one night only while repairs are being carried out, up to €35(£35) for each person and €70(£70) in total.

The help provided depends on the options available to us at the time you contact us.

Message relay

We will pass on two urgent messages for you.

Conditions to section 3

We will not pay for any expense or help that we have not authorised through our 24-hour helpline.

- 1 We will not be responsible to you if we are not able to provide the services set out in this section caused by the following.
 - a Government control or restrictions.
 - b Any other act or failure to act of any local, national or international public authority (including the Government), or any supplier, agent or other person.



- c Labour disputes or difficulties.
 - d Any other cause beyond our reasonable control.
- 2 You must be with the motorcycle when the repairer arrives. If you are not with the vehicle and our repairer cannot help you, you will have to pay the costs of any further help.
 - 3 We may refuse to help you if, the driver is clearly under the influence of drugs or alcohol or if the repairer cannot get to the motorcycle to provide help.
 - 4 We cannot recover motorcycles if they have been modified or are being used for racing, trials or rallying.
 - 5 You must maintain the motorcycle in line with the manufacturer's recommendations and keep it in a roadworthy condition.
 - 6 We will not provide cover for any more than three breakdowns during the period of insurance.

Exceptions to section 3

We will not pay for:

- 1 any liability or loss arising from any act carried out in providing the assistance service;
- 2 expenses you can claim from any other source;
- 3 a breakdown resulting from a deliberate act committed by you;
- 4 the cost of repairing the motorcycle other than the labour;
- 5 the cost of any parts, keys, lubricants, fluids or fuel needed for the vehicle;
- 6 any claim caused by fuels or other flammable material, explosives or poisonous substances carried on the vehicle; or
- 7 claim arising if the motorcycle is carrying more passengers than it was designed for, or from driving the motorcycle on unsuitable ground.

24-hour breakdown assistance helpline

1800 70 60 80 **Republic of Ireland**

00353 91 560668 **Northern Ireland**



General exceptions

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

- 1 Any accident, injury, loss, damage or liability if the motorcycle is being ridden by or used for a purpose not described in the certificate of insurance.
- 2 We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
- 3 We will not cover the rider unless they hold a licence to ride the motorcycle, or have held and are not disqualified from holding or getting a licence.
- 4 Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
- 5 Loss, damage or liability:
 - a directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
 - b caused by an earthquake or underground fire;
 - c caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
 - d resulting from using the motorcycle to carry passengers or goods in a way likely to affect the safe driving or control of the motorcycle; or
 - e resulting from using the motorcycle at any event during which the motorcycle may be ridden on a motor-racing track, derestricted toll road (with no speed limit) or at any off-road event.

However, we will provide cover to meet the requirements of the Road Traffic Act.

- 6 a We will not cover any loss, damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- b Any damage or liability caused by using the motorcycle in or on any area where aircraft normally land, take off, move or park.
- c War, riot, revolution, any act of terrorism or any similar event.

However, we will provide cover to meet the requirements of the Road Traffic Act.



General conditions

These general conditions apply to all sections of this policy.

Where we refer to 'you' in these conditions, it includes your personal representative.

- 1 We will only have to make a payment under this policy if:
 - a all the answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
 - b you or any insured person meets all the terms, conditions and endorsements of this policy.

Cancellation

- 2 You may cancel the policy at any time by telling us and returning the certificate of insurance.

If you want to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you cancel your policy in the first year of insurance after the first 14 days, we will work out your refund based on our cancellation rates as shown across.

Period of cover no more than	Percentage refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

If you cancel your policy after the first year, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you pay by instalments you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment when it is due, we can cancel the policy by sending you 10 days' written notice to your last known address. The refund we pay you will be based on the cancellation rates above. The above rates are based on the yearly premium being paid in full. If the amount you have paid does not cover the premium according to the rates, we have the right to recover the money that you owe.

We do not refund any amount which is less than €30.

All premium refunds will only be issued as long as:

- a no claim or loss has arisen during the current period of insurance; and



- b we have received your certificate of insurance.
- 3** We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must return to us immediately your certificate of insurance to avoid any action we may take against you to recover it.

Policy changes

- 4** You must:
- a let us know the details of any new or replacement motorcycle before you buy or change motorcycles;
 - b pay us any extra premium we may ask for as a result of the new or replacement motorcycle; and
 - c let us know if you sell or get rid of the motorcycle.

All cover for the motorcycle will end and you must return the certificate of insurance to qualify for any refund of premium which we may allow.

If you do not give us, and we do not confirm full details of the motorcycle, the insurance will not apply to the motorcycle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that motorcycle.

- 5** You must tell us immediately if:
- a you plan to make changes to the motorcycle that improve its value, performance or attractiveness to thieves;

- b you want to use the motorcycle for any use not included in your certificate of insurance;
- c you change the address at which you normally keep the motorcycle;
- d you or anyone covered by this policy is charged or convicted of a motoring offence;
- e you become aware of any medical or physical condition of any rider that may affect their ability to drive;
- f you or any rider change occupation; or
- g there are changes to any other material fact.

When you tell us about a change, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
- cancel the policy and treat it as though it has never existed.

- 6** If the terms of the policy change in any way, there may be an administration fee of €25. We do not refund any amounts less than €30, and we will not charge any extra amounts less than €30. We will only refund any premium if:
- a no claim or loss has arisen during the current period of insurance; and
 - b we have received all the documents we need to make the alteration.



Claims

- 7 a You must report any accident, injury, loss or damage involving the motorcycle or any other motorcycle which is insured under this policy to us immediately (or by the next working day). We will then send you an accident report form which you must fill in and return as soon as possible.
 - b Following loss of or damage to the motorcycle as a result of theft, attempted theft or malicious damage, you must immediately contact the Garda and send us a copy of the Garda report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.
 - c You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.
 - d You or any insured person must immediately send us any correspondence relating to any incident without answering it. You or any other insured person must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission. We will be entitled to take over and act in your name (or in the name of any other insured person) to defend or settle any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit), to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.
 - e If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters.
 - f You or any insured person must not do anything to harm our interests.
- 8 If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
 - 9 If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.
 - 10 If you are paying by instalments, you must pay the full yearly premium if you make a claim during the current period of insurance. We have the right to take any premium owed from any claim we may pay.

Disputes between you and us

- 11 You may refer any dispute between you and us about our liability for a claim or the amount to be paid to an arbitrator we both agree to, within nine months of the dispute arising. If we cannot agree, the president of a relevant national law society will appoint an arbitrator.

The arbitrator's decision will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.



Duty of care

12 You or any insured person must:

- a take all reasonable steps to prevent accidents, injuries, loss or damage;
- b protect the motorcycle against loss or damage;
- c give us access, at any reasonable time, to examine the motorcycle;
- d not leave the motorcycle unlocked while unattended or leave the keys to the ignition with the motorcycle while unattended; and
- e make sure the motorcycle is kept in a roadworthy condition.

For example:

- * the tyre-tread depth must be within the legal limits;
- * all lights and mirrors must be working properly; and
- * the motorcycle's brakes (front and back) must be working correctly.

Drink and drugs

13 If an accident happens and:

- a as a result you or any insured person is convicted of an offence involving alcohol or drugs;
- b you or any insured person is driving while unfit to do so due to alcohol or drugs; or
- c you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving;

then the cover provided in section 1 of this policy for loss of or damage to the insured motorcycle will not apply.

Fraud

14 If any claim is in any way fraudulent or exaggerated, the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, or you have given us false or stolen documents, you and they will lose any rights under the policy. We may also prosecute you or them.

Choice of law

15 You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

Currency

16 All money paid under this policy will be paid in euros.

Language

17 Your policy and all communications between you and us will be in English.

Comments and complaints

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer you have the right to complain.



1 Please contact our staff first to see if we can resolve any concerns you may have. Phone 1890 89 1890.

2 If you are not happy with our response you can send your concerns in writing to our Customer Service Manager at:

Quinn-direct Insurance
Dublin Road
Cavan
Co Cavan.

E-mail: feedback@quinn-direct.com

3 We will phone you to let you know we have received your complaint.

4 Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.

5 If you are not satisfied with our decision, or if we haven't given you a decision after 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

The Financial Services Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2.
Phone: 1890 882090

We value feedback and welcome it as an opportunity to improve our service.

Insurance Act 1936

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with section 113 of the Finance Act 1990.

Data protection

You should show this notice to anyone insured to ride the motorcycle.

We will keep all the personal information you give us confidential and will not pass it to anyone else unless you give us your permission or the law allows us to provide the information. We will hold your information in systems of Quinn Insurance, our agents or subcontractors, so we and they can provide suitable products and services to you.

We will use the information you provide to manage your insurance, including handling claims. We may check the information against other information available to the public (such as on the electoral roll and court judgements). We may also share information with other insurers, either directly or through people acting for the insurer (such as loss adjusters or investigators) and



if we are entitled to do so under the Data Protection Act, the Garda Síochána and other law-enforcement agencies. To set premiums, we will ask a credit reference agency to check the electoral roll and public information. The agency will record their search but this will not affect your credit rating.

We may need to collect sensitive information (such as information about health or criminal convictions) about you and others named on the insurance policy. By going ahead with this insurance you will be agreeing to us or our agents or other insurers processing that information. Before you provide sensitive information about others, you should make sure they agree.

We may record phone calls for our joint protection and for training and quality purposes.

We may pass information about you and your claims history to:

- our agents and service providers;
- members of the Quinn Group;
- other insurers and their agents;
- any agent acting for you; and
- recognised trade, governing and regulatory organisations we are a member of or which we are governed by.

We may give information about you to anyone we transfer our rights and duties to under this policy.

We would like to keep you informed by post, e-mail, telephone or text message of certain products and services we provide. If you would prefer not to receive this information, please let us know when you contact us.

Quinn Group and Quinn Life would like to keep you informed about products and services they provide. We may use your information for this purpose after this insurance has ended. If you would prefer not to receive this information, please let us know when you contact us.

We may contact you with a reminder that your insurance is due to be renewed.

We can only take instructions to change a policy in some way from you, the policyholder, your husband, wife, civil partner or parent.

You have the right to ask for a copy of the information we hold about you (for which we may charge a small fee) and to correct any inaccurate information.

We may pass information to the InsuranceLink database, run by the Irish Insurance Federation. The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not lead to a claim. When you tell us about an incident, we will pass information about it to the register.

We may use the information you provide to get information from the National Driver File held by the Department of the Environment.