In the event of a claim please call

0871 222 79 10
DEFINITIONS

In this Policy the following expressions shall have the following meanings:

‘Anniversary Date’ means the annual anniversary of the Start Date.

‘Claims Administrator’ means MCE Claims assist, 35 Castle Street, Southport, PR9 0NR.

‘Date of Loss’ means the date of the incident occurring to the Insured Motorcycle which results in the Insured Motorcycle being declared a Total Loss.

‘Eligible Motorcycle(s)’ means the highest value motorcycle the Insured owns which is specified on the Certificate of Insurance and any other motorcycle which the Insured is the registered keeper at the Start Date. This Policy will also cover any other motorcycle the Insured purchases during the Period of Insurance and is the registered keeper.

The Eligible Motorcycle(s) owned or purchased by the Insured must be:-

a) listed in Glass’s Guide (Industry standard motorcycle price guide), or;

b) if the Eligible Motorcycle is not listed in Glass’s Guide and has been imported, the Eligible Motorcycle(s) will be covered up to a maximum Insured Motorcycle Value of £1,000 in the event of a claim.

The Eligible Motorcycle must also be principally used in the United Kingdom and must not exceed a maximum Insured Motorcycle Value of £20,000 at the Start Date of this Policy.

‘End Date’ means the date on which the Policy is scheduled to end as shown on the Certificate of Your Insurance unless this Policy is renewed at the Policy Anniversary Date.

‘Insured’, ‘Policyholder’, ‘You’, or ‘Your’ means the individual specified on the Certificate of Insurance who has an Eligible Motorcycle(s) and has applied and been accepted for cover under this Policy and has paid the Premium (and has not cancelled during any cooling off period).

‘Insured Motorcycle Value’ means the value of the Insured Motorcycle involved in the Total Loss at the Start Date of this Policy as valued:-

- By Glass’s Guide if the Insured Motorcycle is listed in Glass’s Guide the market value of the Insured Motorcycle at the Start Date by reference to Glass’s Guide Retail value and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories, or;

- By the Claims Administrator if the Insured Motorcycle is not listed in Glass’s Guide the market value of the Insured Motorcycle at the Start Date as assessed by the Claims Administrator and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories.

- By using the purchase price shown on the purchase invoice of the Insured Motorcycle or £1,000 whichever is lower if the Insured Motorcycle is an imported motorcycle, either new or used at the start date and not listed in Glass’s Guide at the start date. Please note that no benefit will be paid unless the purchase invoice is provided.

- If the Insured Motorcycle is listed in Glass’s Guide the market value of the Insured Motorcycle as at the Date of Loss by reference to Glass’s Guide Retail value and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories, or;

- If the Insured Motorcycle is not listed in Glass’s Guide the market value of the Insured Motorcycle as at the Date of Loss as assessed by the Claims Administrator and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories.

In the event of a Total Loss the Claims Administrator and the Insurers are unable to negotiate with the Insured’s Motorcycle Insurance or any other motor insurance company or legal representative.

‘Insured Motorcycle(s)’ means an Eligible Motorcycle(s).

‘Insurer’ means Alpha Insurance A/S, registered address Harbour House I, Sundkrogsgade 21, DK-2100 Copenhagen, FRN 431621.

‘Motorcycle Insurance’ means a policy of Motorcycle Insurance that has been arranged by the Policy Administrator and which can be Comprehensive, Third party, Fire and Theft or Third Party only issued by an authorised UK Motorcycle insurer which is maintained in the name of the Insured throughout the Period of Insurance for the Insured Motorcycle(s). A benefit will be payable under this Policy, if the Total Loss of the Insured Motorcycle has been caused by a third party, however the liability must have been accepted by the third party and a Total Loss settlement has been received by the Insured in relation to the Insured Motorcycle.

The Insured Motorcycle can be declared a Total Loss and the Insured may also receive a Total Loss Settlement only by:

- the value of the Insured Motorcycle at the Date of Loss as assessed by:-

1) the Insured’s Motorcycle Insurance, or,

2) the third party’s motor insurance, or,

3) the Insured’s legal representative, or

4) the third party’s legal representative

b) If the Insured Motorcycle is listed in Glass’s Guide the market value of the Insured Motorcycle as at the Date of Loss by reference to Glass’s Guide Retail value and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories, or;

- By Glass’s Guide if the Insured Motorcycle is listed in Glass’s Guide the market value of the Insured Motorcycle at the Start Date by reference to Glass’s Guide Retail value and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories,

- By the Claims Administrator if the Insured Motorcycle is not listed in Glass’s Guide the market value of the Insured Motorcycle at the Start Date as assessed by the Claims Administrator and adjusted, if the Claims Administrator considers it necessary to request an assessors report, due to improvements on the Insured Motorcycle options or accessories.

- By using the purchase price shown on the purchase invoice of the Insured Motorcycle or £1,000 whichever is lower if the Insured Motorcycle is an imported motorcycle, either new or used at the start date and not listed in Glass’s Guide at the start date. Please note that no benefit will be paid unless the purchase invoice is provided.

‘New Motorcycle’ means an Eligible Motorcycle(s) purchased by the Policyholder and the Policyholder being the first registered owner of the Insured Motorcycle(s).

‘Period of Insurance’ means 12 months from the Start Date until the earliest of the following dates:

(a) the End Date of this Policy, or;

(b) the date a claim is paid in respect of the Insured Motorcycle under this Policy.

(c) repossession, or;

(d) cancellation of the policy.

‘Policy Administrator’ means MCE Insurance Brokers Ltd of The MCE Building, Crown Way, Rushden, Northamptonshire, NN10 6BS.
DEFINITIONS CONTINUED

‘Policy’ means this written agreement with the Insurer to provide MCE Essential GAP Insurance to the Insured.

‘Premium’ means the amount payable by the Insured (and any taxes or charges thereon) for cover under this Policy.

‘Start Date’ means the date cover commences as shown on the Certificate of Insurance.

‘Territorial Limits’ means Great Britain, Northern Ireland, Isle of Man, Channel Islands and member countries of the European Union at the time of Total Loss.

‘Total Loss’ means where the Insured Motorcycle is the subject of accidental or malicious damage, fire or theft to the extent that the Insured Motorcycle is declared a Total Loss a claim is paid as full and final settlement and becomes the property of:-

a) the Insured’s Motorcycle Insurance, or,
b) the third party’s motor insurance (or a salvage amount has been agreed), or,
c) the Insured’s legal representative, or
d) the third party’s legal representative

BENEFIT

In the event of the Total Loss of the Insured Motorcycle occurring within the Territorial Limits during the Period of Insurance the Insurer agrees to pay the Insured the amount by which the Insured Motorcycle Value exceeds the Insured Value. Such sum shall not exceed the following amounts:-

- a maximum of £2,500 if the Insured Motorcycle has not been imported.
- a maximum of £500 if the Insured Motorcycle was an imported motorcycle whether the imported motorcycle was new or used at the start date.

If the Total Loss of the Insured Motorcycle results in a benefit being paid under this Policy, the benefit will also include up to £300 excess for the Motorcycle Insurance.

CONDITIONS

1. In the event of the Total Loss of the Insured Motorcycle occurring within the Territorial Limits during the Period of Insurance the Insured must contact the Policy Administrator prior to accepting any settlement offer made by the Motorcycle Insurance.

2. In the event of the Total Loss of the Insured Motorcycle occurring within the Territorial Limits during the Period of Insurance, the Insured must check with the Motorcycle Insurance to confirm:

- if the Insured is entitled to a brand new replacement motorcycle if the Insured Motorcycle was a New Motorcycle at the Start Date of the Policy, or,
- if the Insured is entitled to a replacement motorcycle if the Insured Motorcycle was not a New Motorcycle at the Start Date of the Policy.

In the event that the Insured does not utilise the Motorcycle Insurance condition of a brand new replacement motorcycle or replacement motorcycle, then the Insurer reserves the right to settle the claim:

- If the Insured Motorcycle was a new Motorcycle as at the Start Date of the Policy and is listed in Glass’s Guide by using the cost of a brand new replacement motorcycle as at the Date of Loss by reference to Glass’s Guide Retail as the Insured Value, or;

If the Insured Motorcycle was a new Motorcycle as at the Start Date of the Policy and is not listed in Glass’s Guide by using the cost of a brand new replacement motorcycle as assessed by the Claims Administrator at the Date of Loss as the Insured Value.

- If the Insured Motorcycle was not a New Motorcycle at the Start Date of the Policy and is listed in Glass’s Guide by using the cost of or Glass’s Guide Retail value as at the Date of Loss as the Insured Value, or;

If the Insured Motorcycle was not a New Motorcycle at the Start Date of the Policy and is not listed in Glass’s by using the cost as assessed by the Claims Administrator as at the Date of Loss as the Insured Value

In the event that the Insured does not utilise the Motorcycle Insurance provision of a brand new replacement motorcycle or replacement motorcycle this may result in no benefit being paid to the Insured in the event of a Total Loss.

3. In the event of a Total Loss the Insured must contact and advise the Policy Administrator if the Insured is not pursuing the Total Loss through the Motorcycle Insurance provider, but with the third party’s motor insurance, the Insured’s legal representative, or the third party’s legal representative. If the Total Loss is being handled by a Third Party then all Terms and Conditions in connection with the Motorcycle Insurance will still apply.

4. In the event that Total Loss of the Insured Motorcycle occurs whilst the Insured Motorcycle was being used for a track day the Total Loss will only be covered under this Policy if the Insured Motorcycle was covered by a Comprehensive Motor Insurance Policy at the date of the Total Loss. A maximum 5 track days per Policy year will be covered under this Policy

5. If the Insured owns more than one Insured Motorcycle only the Insured named on the certificate of insurance can be the rider of the Insured Motorcycle(s) at the time of the Total Loss for any benefit to be paid.

6. The Policy is not transferable to any subsequent owner of the Insured Motorcycle(s).

7. If any information provided to the Insurer, the Policy Administrator or the Claims Administrator by the Insured or anyone acting on behalf of the Insured is inaccurate or if the Insured fails to disclose any information which might reasonably affect the Insurer’s decision to provide insurance under this Policy, the Insured’s right to any benefit under this Policy will end.

8. If any information under this Policy is fraudulent or is intended to mislead the Insurer, the Policy Administrator or the Claims Administrator or if fraudulent or misleading means are used by the Insured or anyone acting on the Insured’s behalf to obtain benefit under this Policy, the Insured’s right to any benefit under this Policy shall end and the Insurer shall be entitled to recover any benefit paid, and costs incurred as a result of any such fraudulent or misleading means.

9. If the risk covered by this Policy is also covered by any other insurance or warranty then the Insurer shall only be responsible for paying a fair proportion of any benefit which it would otherwise be due to pay under this Policy.

10. The parties hereto are free to choose the law applicable to this insurance contract. However, unless specially agreed to the contrary, this insurance shall be subject to English Law and the jurisdiction of the English courts.
11. If the Premium is paid by monthly instalments, then any outstanding Premiums will be deducted from the Benefit payable.

12. In the event of a Total Loss, the Total Loss must be recorded and registered as one of the following categories:—
   A; B; C; D.

**EXCLUSIONS**

**THIS INSURANCE DOES NOT COVER ANY CLAIM:**

1. if the Insured Motorcycle is stolen by any person who has access to the keys of the Insured Motorcycle; including but not limited to family members;
2. if the Insured Motorcycle is an imported motorcycle which is not listed in Glass’s Guide and no purchase invoice for the Insured Motorcycle has been provided.
3. in respect of any Total Loss which occurs while the Insured Motorcycle is being used for:
   a) pacemaking, racing, speed testing or reliability trials;
   b) an emergency vehicle;
   or is being ridden by any person not holding a valid current licence to ride the Insured Motorcycle; If you hold a provisional licence you must keep to the conditions of that licence
4. in respect of any Total Loss whilst the Insured Motorcycle was being used for a track day and the Insured Motorcycle was not covered by a Comprehensive Motor Insurance Policy at the date of the Total Loss.
5. in respect of any Total Loss whilst the Insured Motorcycle was being used for a track day if the maximum number of track days covered by this Policy has been exceeded.
6. in respect of any Total Loss by accident when the rider of the Insured Vehicle is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner;
7. arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
8. directly or indirectly caused by or contributed to or arising from ionising radiation, contamination by radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
9. if the Motorcycle Insurance in the event of a Total Loss declines the Insured’s claim no Benefit whatsoever will be payable under this Policy;
10. if the Insured owns more than one Insured Motorcycle and in the event of a Total Loss the rider of the Insured Motorcycle(s) is not the Insured named on the certificate of insurance.
11. if the Insured is not covered by a Motorcycle Insurance policy no Benefit will be payable whatsoever under this Policy;
12. for any VAT element on any commercial vehicle;
13. for any excess in respect of the Motorcycle Insurance if a Total Loss of the Insured Motorcycle has not resulted in a benefit being paid under this Policy;
14. if the Total Loss of the Insured Vehicle has been recorded and registered as Category X.

**MAKING A CLAIM**

1. In the event of a claim please contact the Policy Administrator, MCE Insurance Brokers Ltd in the first instance on 0871 222 7910. The Policy Administrator will contact the Claims Administrator on your behalf and obtain a claim reference number for you.
2. The Policy Administrator will send you a claim form and a written consent form for you to sign giving permission for the Policy Administrator to act on your behalf throughout the claims process. Please complete this form and return this to the Policy Administrator.
3. Complete the claim form fully and return it to the Policy Administrator. The Policy Administrator will Claimants will also be required to provide:
   a) Motorcycle Insurance claim form or;
   third party’s motor insurance claim form, or;
   legal representatives claim form.
   b) Motorcycle Insurance certificate and policy wording/ policy booklet;
   c) Motorcycle Insurance Total Loss offer letter, or;
   third party’s motor insurance Total Loss offer letter, or;
   legal representative’s Total Loss offer letter.
4. If the information above is not given to the Claims Administrator within 30 calendar days of the claim being opened by the claims administrator, then no benefit will be paid in respect of a claim.

**PREMIUMS**

Any collection of monthly premiums will be undertaken by third party administrator.

**CUSTOMER CARE**

In the unlikely event of a dispute occurring regarding this Policy the Insured should, in the first instance, write to the Claims Administrator MCE Claims assist, 35 Castle Street, Southport, PR9 0NR, who will provide full details of its complaints procedure. If the Insured remains dissatisfied with the way a complaint has been dealt with, they may write to the Customer Care Manager, Alpha Insurance A/S,registered address Harbour House I, Sundkrogsrave 21, DK-2100 Copenhagen who will provide full details of its complaints procedure and of any right the Insured may have to refer a complaint to the Financial Ombudsman Service. This procedure is in addition to any other legal rights the Insured may have to take legal proceedings. Any telephone calls made in connection with this Policy may be monitored or recorded to assist with staff training and for quality control purposes.

If you suffer from any disability affecting your ability to read these Policy Terms and Conditions and/or to take any action under them please contact, or arrange for some person, on your behalf, to contact the Policy Administrator for assistance.

**COMPENSATION**

‘Alpha Insurance A/S’S is covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers,
1 Portsoken Street, London E1 8BN.
DATA PROTECTION

Some or all of the Information which you supply to the Insurer, the Policy Administrator or the Claims Administrator in connection with this Policy will be held on their computer records to help with the administration of the Policy. It may be used for underwriting, claims purposes or marketing purposes by the Insurer, the Policy Administrator or the Claims Administrator. The Insured’s information may be transferred outside of the European economic area. This will only happen when it is necessary for the conclusion, or performance of a contract that is entered into at the Insured’s request, or interest, or for administrative, or marketing purposes.

Should the Insured not wish their details to be used for marketing purposes or the Insured requires a copy of personal information the Insurer, the Policy Administrator or the Claims Administrator to hold, this can be requested by writing directly to the Policy Administrator.

CANCELLATION

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no claims are known or reported by giving written notice of cancellation within 14 days from the Start Date to MCE Insurance Brokers Ltd of The MCE Building, Crown Way, Rushden, Northamptonshire, NN10 6BS quoting the certificate number on the Certificate of Insurance. Unless the Insured exercises this right to cancel within the above period the Insured shall not thereafter be entitled to any refund of Premium.
24 Hour MCE Claims Assist

0871 222 79 10

Our Contact Details

Bike Insurance  0844 338 68 88
Car Insurance  0844 338 68 98
Van Insurance  0844 338 68 78
Taxi Insurance  0844 338 68 58
Customer Service  0871 222 79 20
RAC Breakdown  0871 222 79 14