

MOTOR CYCLE POLICY
(COMPREHENSIVE).



Chief Offices, High Holborn, London, W.C.1.

In this Policy the expression "Motor Cycle" shall be deemed to include a side-car attached to a Motor Cycle.

Whereas the Insured described in the Schedule hereto (hereinafter called "the Insured") by a proposal and declaration (dated as stated in the said Schedule) which shall be the basis of this Contract and is deemed to be incorporated herein has applied to the PEARL ASSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance in respect of accident loss or damage occurring during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

Now this Policy Witnesseth: That subject to the Terms Exceptions and Conditions contained herein and of any Endorsement hereon

SECTION I.

LOSS OF OR DAMAGE TO INSURED MOTOR CYCLE.

The Company will indemnify the Insured against

- (1) Loss of or damage to any Motor Cycle described in the Schedule hereto and/or its accessories and spare parts in on or about the Motor Cycle by
 - (a) Accidental external means.
 - (b) Fire Self-Ignition Lightning or Explosion.
 - (c) Theft Burglary Housebreaking or Larceny or any attempt thereat.
 - (d) Malicious act.
- (2) Loss of or damage as above defined to such Motor Cycle and/or its accessories and spare parts thereon whilst in transit by road rail or inland waterway (or during the process of loading or unloading) within Great Britain Northern Ireland the Isle of Man or the Channel Islands.
- (3) Loss of or damage to such Motor Cycle and/or its accessories and spare parts thereon whilst in transit by sea (or during the process of loading or unloading) between any ports in Great Britain Northern Ireland the Isle of Man or the Channel Islands and also by any sea route not exceeding under normal conditions sixty-five hours in duration between Great Britain Northern Ireland the Isle of Man or the Channel Islands and the Continent of Europe.

If such Motor Cycle is disabled by reason of such loss or damage the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of any loss or damage insured under the Policy not exceeding the reasonable cost of transport to the address of the Insured in Great Britain Northern Ireland the Isle of Man or the Channel Islands as stated herein.

In the event of loss or damage which is the subject of indemnity under this Section the Company may repair or replace the said Motor Cycle or any part thereof or pay to the Insured the reasonable market value at the time of such loss or damage but in no event shall the Company be liable for a greater sum than the value of the said Motor Cycle and its accessories and spare parts as stated in the Schedule hereto.

EXCEPTIONS.

The Company shall not be liable to pay for

- (a) Loss of use depreciation wear and tear mechanical or electrical breakdowns failures or breakages.
- (b) Damage to tyres by application of brakes or by road punctures cuts or bursts.
- (c) Loss of or damage to accessories and spare parts by Theft Burglary Housebreaking or Larceny if the Motor Cycle is not stolen at the same time.

REPAIRS.

In the event of any Motor Cycle described in the Schedule hereto sustaining damage for which the Company may be liable under this Policy the Insured may upon his own authority and without the consent of the Company having been previously obtained remove the Motor Cycle to the premises of a competent repairer and where the cost of the necessary repairs will not exceed Five Pounds may instruct him to proceed with such repairs provided a detailed estimate is obtained by the Insured at the same time and immediately forwarded to the Company together with notification of the Accident in accordance with the Conditions of this Policy.

SECTION II.

LIABILITY TO THIRD PARTIES.

The Company will indemnify the Insured in the event of accident caused by or through or in connection with any Motor Cycle described in the Schedule hereto against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

- (a) Death of or bodily injury to any person except where such death or injury either (i.) occurs to a person being conveyed by the said Motor Cycle other than by reason of or in pursuance of a contract of employment or (ii.) arises out of and in the course of the employment of such person by the Insured.
- (b) Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by such Motor Cycle.

Provided always that the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such Motor Cycle for loading thereon or the taking away of the load from such Motor Cycle after unloading therefrom.

The Company will pay all costs and expenses incurred with its written consent.

In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify the Insured while driving a Motor Cycle not belonging to him and not hired to him under a hire purchase agreement.

The Company will pay the Solicitors' fee incurred with its written consent for representation at any Coroner's Inquest or Fatal Inquiry in respect of any death which may be the subject of Indemnity under this Section or for defending in any Court of Summary Jurisdiction any Proceedings in respect of any act causing or relating to any event which may be the subject of Indemnity under this Section.

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of such Section provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of the Policy so far as they can apply.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY.

Nothing in this Policy or in any Endorsement thereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the

Road Traffic Act, 1930—Section 38.

Road Traffic Act, 1934—Section 10 and Section 12.

Motor Vehicles & Road Traffic Act (Northern Ireland), 1930—Section 7 (1) (c) and Section 9.

Motor Vehicles & Road Traffic Act (Northern Ireland), 1934—Section 18 and Section 20.

Road Traffic (Compulsory Third Party Insurance) (Guernsey) Law 1936—Section 4 Section 6 and Section 9.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions of the above-mentioned Acts.

EMERGENCY TREATMENT.

The Company will indemnify any person using a Motor Cycle in respect of which indemnity is provided under this Policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such Motor Cycle in any territory to which any of such Acts applies.

A payment made by reason of this Clause shall not be deemed to be a claim under the Policy for the purpose of the No Claim Rebate Clause.

NO CLAIM REBATE.

In the event of no claim being made or arising under the Policy during the preceding year of insurance the renewal premium for such part of the insurance as is renewed shall be reduced by 10%.

Should the Company consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee.

If more than one Motor Cycle is described in the Schedule to this Policy the No Claim Rebate shall be applied as if a separate Policy had been issued in respect of each such Cycle.

GENERAL EXCEPTIONS.

The Company shall not be liable in respect of

- (1) Any accident injury loss damage and/or liability caused sustained or incurred while any Motor Cycle in respect of or in connection with which Insurance is granted under this Policy is
 - (a) Being used otherwise than in accordance with the "Description of Use" contained in this Policy.
 - (b) Being driven by or is for the purpose of being driven by him in the charge of any person other than the Insured.
 - (c) Being driven by the Insured unless he (i.) holds a licence to drive such Motor Cycle or (ii.) has held and is not disqualified for holding or obtaining such a licence.
- (2) (a) Any consequence whether direct or indirect (except so far as is necessary to meet the requirements of the Road Traffic Acts) of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- (b) Any accident, injury, loss or damage (except under Section II.) arising during (unless it be proved by the Insured that the accident, injury, loss or damage was not occasioned thereby) or in consequence of
 - (i) Earthquake, or
 - (ii) Riot and/or Civil Commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
- (3) Any accident injury loss damage and/or liability arising outside Great Britain Northern Ireland the Isle of Man or the Channel Islands (except as specifically provided to the contrary in Section I. of this Policy).
- (4) Any contractual liability.

DESCRIPTION OF USE.

Use only for the business of the Insured and for his social domestic and pleasure purposes **excluding** use for the carriage of passengers for hire or reward and use for racing pace-making or speed testing.

CONDITIONS.

1. The Insured or his legal personal representatives shall give notice in writing to the Chief Office of the Company as soon as possible after the occurrence of any accident and/or loss and/or damage with full particulars thereof. Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured or his legal personal representatives shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy.

2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address (and in the case of Northern Ireland to the Ministry of Home Affairs, Northern Ireland) and in such event will return to the Insured the premium less the *pro rata* portion thereof for the period the Policy has been in force.

4. If at the time any claim arises under this Policy there is any other existing Insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expense.

5. The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any Motor Cycle described in the Schedule hereto and the Company shall have at all times free access to examine such Motor Cycle.

6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. The due observance and fulfilment of the terms provisions and conditions of this Policy and of any Endorsement thereon in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

SCHEDULE REFERRED TO WITHIN

Agency	KK.3/Spl. S.G.Faulkner, Esq.,		Policy No.	MC 273865/5/KK.3.			
O/No.	---		Renewable	27th May.			
Date of signature of proposal and declaration	27th May, 1940.		Form No.	MV 110.	C/No. Y.50.		
The Insured	EDWARD GRIFFIN.						
Address	Council Houses, Hailey, Oxford.						
Business or Occupation	Steam Roller Driver.						
Period of Insurance :—	From the		Twenty-seventh day of		May, 19 40.		
	To the		Twenty-sixth day of		May, 19 41.		
both dates inclusive							
DESCRIPTION OF VEHICLES							
Registered Letters and Number	Make of Motor Cycle	Makers' Horse Power	Makers' Frame No.	Cubic Capacity (c.c.)	Year of Manufacture	Seating Capacity of Side-Car (if any)	Insured's estimate of present value of Motor Cycle Accessories and Spare Parts
AUD.318.	"James Auto Cycle" 1.		J.5917.	98.	1940.	Nil.	£22.
Endorsements on Policy at date of issue				First Premium		£ 3 : 10 : 0d.	
				Annual Premium		£ 4 : 0 : 0d.	

BT. N.

In Witness whereof I being one of the Directors of the said Company have hereunto set my hand this

Tenth day of July, One Thousand Nine Hundred and Forty.

Examined.....*Ros*
Entered.....*H H Austin* *James Mc Intyre*
(1)
Director.

PEARL
Assurance Company
LIMITED.

CHIEF OFFICES:
HIGH HOLBORN, LONDON, W.C.1.

MOTOR CYCLE
(COMPREHENSIVE)

Policy No. MC 273865/5/KK.3.

Name of Insured E.Griffin.

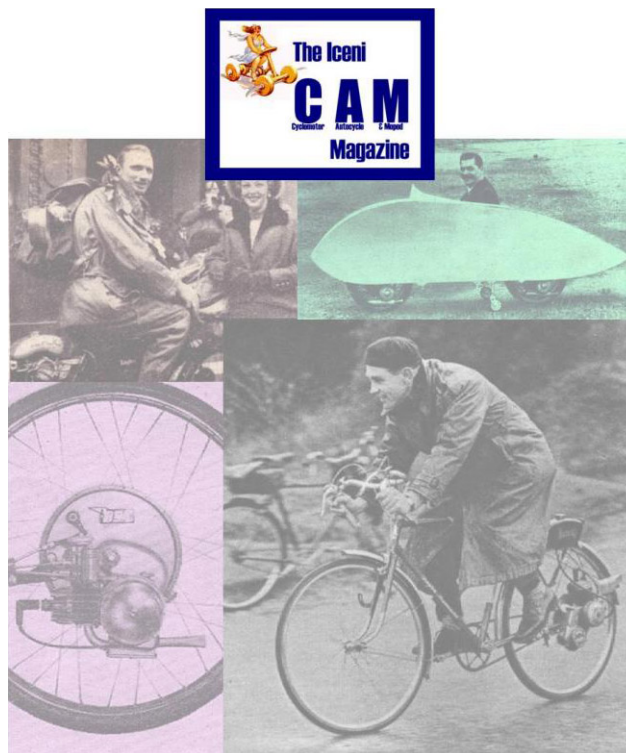
Annual Premium £ 4 : 0 : 0d.

Renewable 27th May.

N.B.—Please read the Conditions and examine
the Policy, and, if incorrect, return it immediately
for alteration.

Agent KK.3/Spl. S.G.Faulkner, Esq.,

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