



EXTRACT FROM THE INSURANCE CONDITIONS FOR ROAD ASSISTANCE



Motorcycle Art

WHAT TO DO IF YOU NEED ASSISTANCE

Obligations of the Insured Party in Case of an Accident

In case of an accident please contact the alarm center of the company IMMEDIATELY, which operates 24 hours a day seven days a week, at the following number from UNITED KINGDOM:

0800 171 2251

If you call from a foreign country you can contact the alarm centre by calling the number:

+44 (0) 1252 820870

Please communicate the following information:

The Insured Party should give the following information:

- surname and name
- plate number
- reason for the call
- his/her specific location
- a telephone number or fax number where he/she can be contacted

Nobis are always committed to offer to their insureds the best quality of products and services. Therefore your cooperation is very important: do not hesitate to submit your suggestions or possible improvements to our e-mail address: info@nobis.it

EXTRACT OF THE INSURANCE CONDITIONS

This document is an extract from the Insurance Conditions which complete text is by MV Agusta Spa in Schiranna (VA), Via G. Macchi, 144 Italy where the Insured Party could request a copy.

DEFINITIONS

INSURED PARTY - the owner of the *brand new vehicle* MV Agusta, registered in Italy, whose data and license plate of the vehicle have been correctly communicated to the Company and the passenger who is carried on board by the vehicle if the provision so provides.

INSURANCE - the insurance policy.

ABROAD - any country other than **United Kingdom** as defined here in after.

ASSISTANCE - timely help, in cash or in kind, provided that the insured person is in difficulties following the occurrence of an accident.

ALARM CENTRE - the Company's operational structure, functioning 365 days of the year, 24 hours a day, which organises and supplies the services indicated in the policy, on request of the Insured Party.

CONTRACTOR/CONTRACTING PARTY - the subject which draws up the insurance contract that is MV Agusta Motor SpA with registered office in Via G. Macchi, 14 - 21100 Schiranna (VA), Italy.

EVENT - the single fact or event that may occur during the term of this contract and which determines the service request of the insured.

THEFT - it's the crime committed by anyone who takes possession of another person's property, subtracting it from the owner, for their own or others' gain.

BREAKDOWN - Any unforeseen mechanical problem with a vehicle, with the exclusion of simple maintenance, which makes use impossible, resulting from wear and tear, defect, malfunction as well as fire. The common exceptions to breakdown policy are repairs made necessary by improper maintenance, regular wear and tear, intentional damage, misuse of your vehicle, or corrosion. The malfunction of a mechanical, electrical or hydraulic system, resulting from routine system maintenance, that can equip the vehicle insured or its trailer is not covered. Regular maintenance services are also not covered, this includes items such as oil changes, tune-ups, wheel balancing, tires, alignment, coolants, lubrication, filters, fluids, brake pads and linings, brake shoes and spark plugs.

FIRE - spontaneous combustion with flames.

ACCIDENT - an unforeseen event which causes damage to the vehicle so that it is impossible to use it. This may be due to unforeseeable circumstances, incompetence, negligence, failure to comply with rules or regulations related to road traffic, as defined by the Law.

COUNTRY - the territory of United Kingdom

COMPANY - Nobis Compagnia di Assicurazioni S.p.A., with registered office in 20864 Agrate Brianza (MB) Viale Gian Bartolomeo Colleoni n. 21, Italy.

PREMIUM - any amount due by the Contracting party to the company.

VEHICLE OWNER - owner of the insured vehicle or the person who is entitled to prove the ownership of the right of property.

COUNTRY OF PROVENANCE - the terms of this policy is meant UNITED KINGDOM.

RESIDENCE - the place where the natural / legal person has his habitual residence / office as stated by the registry office certificate or by the Chamber of commerce company registration.

PUBLIC STREET - motorways, major extra-urban roads, secondary extra-urban roads, urban scrolling roads, urban district streets and local roads.

THIRD PARTIES - any person, with exception of husband/wife or partner, who is a legitimate ancestor or descendent, both natural or adopted of the Insured Party, also including other relations or in-laws living with the Insured Party.

VEHICLE - mechanical means of transport operated by the engine and intended for use on the roads, the public areas as well as private ones. For the purposes of this policy means: the motorcycle:

- New, brand MV Agusta of any model,
- Registered in **UNITED KINGDOM**,
- For private use, not less than 50 cc engine,
- Two-wheelers,
- Intended for the transport of persons not exceeding two in number, including the driver.

SUBJECT OF INSURANCE COVERAGE

OBJECT OF THE INSURANCE

The Company is obligated, upon payment of the agreed premium, to provide assistance to the Insured Party, within the agreed limits, that is aid, in cash or in kind, in case the latter may be in difficulties following the occurrence of a fortuitous event among those mentioned in the contract and in any event occurring during the period of validity of the guarantee. The assistance is physically delivered by the Alarm Centre of the Company where the organizational structure of the assistance operates and is available 24 hours every day of the year. The maximum indicated on the individual guarantees are inclusive of VAT.

GUARANTEES IN UNITED KINGDOM

ROAD ASSISTANCE FOR Breakdown, accident, fire, finding after theft, attempted theft.

If the vehicle is immobilised following a break down and it's unable to march independently, the Alarm Centre (open *24 hours a day, 365 days per year*) will organise for the vehicle to be towed to the nearest garage capable of making necessary repairs, an authorised garage for group MV Agusta, if present within a limit of 100 km (60 miles) or the nearest garage able to repair it on the spot or possibly to make little changes that will allow the vehicle to resume driving autonomously. Costs for spare parts used for on the spot assistance or for any other materials and repair costs are payable by the Insured Party.

Costs of daily deposit are payable by the Company up to a maximum of five working days.

Costs for assistance if the breakdown occurs off the public road network or equivalent areas (off-road circuits) are at the expense of the Insured Party. This provision also includes cases of perforation or rupture of one or more tires, loss, theft and damage of keys, battery, run out of fuel and misfuelling.

Hotel expenses

If as a result of total or partial theft, breakdown, accident, fire, the car remains immovable beyond 50 kilometers of the residence of the Insured Party and the vehicle is immobilised for more than 8 hours due to the necessary repairs, causing the passengers to make an unforeseen stop for one or more nights, the Alarm Centre will organise and the Company will pay expenses for accommodation (bed and breakfast) up to a maximum of € 500.00 per event and whatever the number of people involved. Any other costs remain at the expense of the Insured Party.

Return travel of the passengers or travel continuation

If the vehicle is unusable, beyond 50 km (30 miles) of the Insured Party's residence, following breakdown, accident or fire and requires more than eight hours to carry out the necessary repairs that will be certified by the foreman, according to the time schedules of the manufacturer, or in the event of total vehicle's theft, the Alarm Centre will provide the Insured Party and his/her passengers with alternative means of transport for a return home (residence of the Insured Party) or alternatively, to the place of destination originally intended. The return travel or travel continuation will be made, at the discretion of the Alarm Centre, tourist class airfares if the journey exceeds 500 km, or 1st class train travel, or the possibility of renting a car.

The company will bear the following costs:

- cost of airline tickets up to a maximum of € 774.00 per claim, regardless of the number of people involved;

- cost of train tickets up to a maximum of € 300.00 per claim, whatever the number of people involved;
- cost of a replacement rental car with unlimited mileage, for a maximum of twenty four (24) hours.

It is stated exactly that:

- in case of total theft of the vehicle, the service operates upon presentation of a copy of the complaint submitted to the competent authorities of the place, to the Alarm Centre;
- expenses paid by the Company are exclusively the tickets for the trip of the Insured Party and possible passengers;
- the time required to find for the breakdown cause and for the procurement of spare parts is not considered in the calculation of hours of actual labor;
- service is not provided in the event of immobilisation of the vehicle for the conduct of scheduled check up and in case of recall campaign;
- service is not provided if the Insured Party has already requested the service "Hotel costs".

RETRIEVAL of the repaired VEHICLE

If as a result of breakdown, accident, fire, theft or discovery after being stolen, the motor vehicle remains immovable beyond 50 km (30 miles) of the Insured Party's residence and repairs require more than 8 hours (certified by the foreman of the center MV Agusta) and the Insured Party has benefited from the service "RETURN TRAVEL OF THE PASSENGERS OR TRAVEL CONTINUATION" the Alarm Centre will provide the Insured Party with a one-way ticket, so as to be able to fetch the vehicle retrieval once it is repaired:

- tourist class airfares when traveling for more than 500 km, within the limit of € 774.00 per claim;
- 1st class train travel, within the limit of € 300.00 per claim.

It is stated exactly that:

- the time needed to find the breakdown cause and for the procurement of spare parts is not considered in the calculation of the actual labor hours;
- service is not provided in the event of immobilisation of the vehicle for the conduct of scheduled check up and in case of recall campaign;
- expenses paid by the Company are exclusively those of the ticket for personal travel of the Insured Party.

Automotive Information

In the event of a claim, the Insured Party can require information from the Alarm Centre regarding the following subjects:

- Support network agreed upon with the manufacturers
- Support network for tires repairs;
- Traffic information relating to the **UNITED KINGDOM** motorway network;
- Fueling stations of the **UNITED KINGDOM** motorway network.

ASSISTANCE ABROAD

Vehicle Repatriation

If as a result of breakdown, accident, fire, theft, attempted / partial or total theft after the discovery, the insured vehicle is damaged in such a way that does not allow with the continuation of the journey and it remains immobilised for a period exceeding 3 (three) working days, the Company will arrange for the vehicle repatriation, only in Italy, up to a garage designated by the Insured Party and will bear the costs of transport (from the time of the notification to the Alarm Centre) within the limit of € 1,000.00 per claim.

The Company will arrange for repatriation of the vehicle after making contact with the staff of the workshop in order to ascertain the actual condition of the same.

The Company takes no responsibility for any acts of vandalism, theft of vehicle parts and accessories, any further damage by third parties during the immobilization and pending repatriation operations.

In case of total theft, the Company may require the Insured Party a copy of the minutes of the discovery of the vehicle issued by the local competent authorities.

Advance of penal fees abroad

If the Insured Party, as a result of an accident, is detained and / or is arrested for incidental or fortuitous offenses or for fortuitous and not malicious violations of local laws and regulations in force, the Alarm Centre will find a lawyer for legal defense on the site and will advance the amount needed for legal expenses up to a limit of € 2,600.00 on receipt of bank guarantees deemed adequate by the Alarm Centre.

The Insured Party must return the amount paid in advance within thirty (30) days after the release of the same, after this period the Company may also request the related interest rates.

Fees and any other expenses will be borne by the Insured Party.

Advance of penal bail abroad

If as a result of road traffic accident abroad the Insured Party is in a state of detention, arrest or threat of arrest, and is required to pay a penal bail to be temporary released, the company will advance the money needed abroad up to a amount of € 2,600.00 on receipt of bank guarantees deemed adequate by the Alarm Centre.

Since this amount is only an anticipation, the Insured Party must first designate a person who put the same amount in the same layout on an appropriate bank account to the Company. If the bail is reimbursed by the local authorities, the same shall be returned immediately to the Company which, in turn, will dissolve the bond above. In case of conviction, that sum must be returned within 15 days following the enforceable conviction. In any case, the amount paid in advance must be refunded within 3 (three) months from the date of disbursement; after this period the Company may also request the relevant interest rates. This warranty is not valid for events resulting from the trade and trafficking of drugs or narcotics, crimes against the person, as well as participation of the insured in political, demonstration, sports or events not related to the fulfillment of professional activity or tourism.

Despatch of spare parts abroad

If the vehicle is abroad and is immobilized following a breakdown, accident, fire, partial theft, finding after total theft, the Alarm Centre will find and send any spare parts which are necessary for the vehicle's repair, if they are unavailable in the area where the breakdown or accident occurred and the Company will pay for the relative transport costs. All costs relating to the purchase of spare parts, including any customs and excise charges, remain payable by the Insured Party. The service is valid only for the parts available from the official dealer network of the manufacturer. The service is not operative in the event that the Insured Party does not give adequate guarantee of payment for spare parts and customs fees.

EXCLUSIONS

The following cases are excluded:

- acts of war, riots, civil commotion, strikes, riots, acts of terrorism, sabotage, military occupations, invasions;
- volcanic eruptions, earthquakes, tornadoes, hurricanes, floods, tsunamis, atmospheric phenomena which have characteristics of natural disasters and other natural phenomena;
- development of nuclear energy or radioactivity irrespective of whether is controlled or not;
- immobilizations caused by manufacturing defects rebuked to the manufacturer;
- immobilizations due to normal routine maintenance;
- improper use of the vehicle, such as: reckless acts, competitions and / or competitions of any kind and relevant evidence;
- the circulation of the insured vehicle devoid of technical requirements (eg inspection) and / or legal matters (eg insurance r.c.) compulsory under Italian law; driving while under the influence;
- the person who is driving the vehicle is under the influence of drugs and / or alcohol and / or drugs or psychotropic substances or is not qualified and / or is not authorized to drive in accordance with applicable law;
- pillage of the insured vehicle by any person;
- willful misconduct or grievous negligence of the Insured Party, of the passengers or of any person which must be met, including suicide and attempted suicide;
- all matters not considered in the policy;

Unless otherwise defined herein, the law regulations shall apply for anything else.

It is expressly understood that the Company will not be required to provide any benefit if the event or claim is derived by causes of force majeure.

Costs related to customs duties, the cost of repair (including labor), toll, fuel monitoring, car park as well as damage to personal effects and goods transported on board the vehicle remain expressly excluded from this policy.

COVERAGE TERRITORY EXTENSION

Coverage is valid in **UNITED KINGDOM** and in Europe, for Europe we mean the member states that are part of the Green Card system, whose International initials, indicated in the green card are not struck out, with the exclusion of: Albania, Algeria, Cyprus, Canary Islands, Israel, Morocco, Libya, Lebanon, Syria, Tunisia. Belligerent countries (even if unreported) are excluded.



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