

**THE UK'S NO.1 BIKE INSURANCE SPECIALIST**

# **POLICY DOCUMENT**

**BIKE INSURANCE AND  
ONLY BIKE INSURANCE**

**Free Accident Helpline – 24 hours a day:**

**0800 975 9166**





# INTRODUCTION

## WELCOME TO BENNETTS

Thank you for choosing the UK's Number One to be your Bike Insurance provider.

We are pleased to be providing your insurance for the next year. To ensure that you get the most from your time on the road with as little restriction as possible, we have included **90 days European Union Cover\*** as standard, should you wish to take your bike on an overseas holiday!

Here at Bennetts, we understand the importance of a top quality claims service. After all, that's why you have insurance! And we make sure that we are there for you when you need us the most, so our claims service is available to you 24 hours a day, 7 days a week. Our dedicated bike claims team are trained to provide a high quality claims service. Here are just a few of our customer's comments following their claims experience:

**"quick and efficient" – Scott, Ikley**

**"easy and fuss free" – Geoff, Cornwall**

**"hire bike was exact same model as my bike" – Jonathan, York**

What's more, all our call centres are based in the UK, and our claims number is a freephone number.

As well as a top claims service, don't forget you also benefit from the following great discounts while you're a customer:

- 20% off biking events at Silverstone
- Access to exclusive customer competitions

Visit [Bennetts.co.uk](http://Bennetts.co.uk) or our Facebook page for more information.

We are pleased that you have arranged to insure your motorcycle through us and we look forward to keeping you well covered for many years to come.

Happy biking!



Paul Galligan

**Customer Services helpline – 0844 412 2171\*\***

**Claims 24 hour helpline number – 0800 975 9166**

**RAC Breakdown – 0800 058 2368**

\*Terms & Conditions apply. \*\*Calls to our 0844 numbers cost 5p per minute from a BT landline. Network charges may vary and calls from mobile phones may be considerably more. Please check with your provider.

# CONTENTS

	Page
<b>YOUR MOTORCYCLE INSURANCE POLICY</b>	
Definitions	1
Law Applicable to Contract	2
Our Insurance Contract with You	2
Policy Cover	2
<b>SECTION 1</b> Loss of or Damage to your Motorcycle	3
<b>SECTION 2</b> Liability to Third Parties	4
<b>SECTION 3</b> Payments made under Compulsory Insurance	5
Regulations and Rights of Recovery	5
<b>SECTION 4</b> Emergency Treatment	5
<b>SECTION 5</b> Continental Use/Compulsory Insurance Requirements	5
<b>SECTION 6</b> No Claims Discount	6
General Exceptions	6
General Conditions	7
Endorsements	9
Important Information	9
Service Standards	10
<b>ADDITIONAL POLICY OPTIONS</b>	
Legal Expenses Cover	12
RAC Breakdown	18
Personal Accident Cover	35
Helmet and Leathers Cover	39
<b>DATA PROTECTION NOTICE</b>	43

# HAD A BIKE ACCIDENT THAT WASN'T YOUR FAULT?

## LEGAL COVER CAN PROTECT YOU

If you have taken our added option of legal cover and had a bike accident, give our team of legal experts a call.

## NOT GOT LEGAL COVER?

It's never too late to add Legal Cover to your policy. Call our friendly customer service advisors today on **0844 412 2171\*\*** to add this.

You could be entitled to all of this:

- Up to £100,000 worth of cover
- Legal help to recover uninsured losses in the event of a non-fault accident such as excess or loss of earnings
- 100% of any compensation won
- Quick and efficient service

Free Accident Helpline 24 hours a day  
**0800 975 9166**



\*Subject to Terms and Conditions.

\*\*Calls to our 0844 numbers cost 5p per minute from a BT landline. Network charges may vary and calls from mobile phones may be considerably more. Please check with your provider. Bennetts is a trading name of BISL Limited. Registered in England (No. 3231094). Registered Office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. BISL Limited is an independent intermediary dealing with selected insurers and authorised and regulated by the Financial Services Authority. Bennetts is regulated by the Ministry of Justice in respect of regulated claims management activities; its registration is recorded on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk).

# REPORTING AN INCIDENT

If you have been involved in an accident or your Bike has been stolen or damaged, you can call our free help line, 24 hours a day, on 0800 975 9166.

We appreciate experiencing an accident or theft can be both distressing and inconvenient; our specialist teams are in place to take you through the process. We will capture the information while you are on the phone and provide you with support and advice in respect of the next steps.

## **Help Us – Help You**

After a road accident you should, where possible, do the following:

- Call our free help line to report the details on 0800 975 9166
- Obtain details of any third parties involved
- Obtain witness information
- Go to the hospital or your GP if you are injured

Refrain from:

- Admitting or discussing responsibility with anyone involved in the road accident
- Contacting the other parties insurance broker or insurers
- Allowing the other person to repair your Bike

## **Had An Accident Which Was Not Your Fault?**

If you have had an accident that wasn't your fault, we can instruct a solicitor to act on your behalf and attempt to claim compensation for your injuries and other uninsured losses. You may also be entitled to a replacement vehicle while yours is off the road.

## **What Are Uninsured Losses?**

These losses can include your policy excess, loss of earnings, personal injury damages or vehicle hire charges. Other losses include your vehicle repair costs, medical fees, compensation of the loss of use of your vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

# DEFINITIONS

## RELATING TO YOUR POLICY

To save lengthy repetition wherever the following words or phrases are used in your policy, they will have the precise meanings described below, these definitions only apply to the standard policy and not to the additional policy options which have their own definitions:

### **The Insured/You/Policyholder**

The person described as the policyholder on the current certificate of motor insurance.

### **Your Motorcycle**

Any motorcycle described in the policy schedule and any other motorcycle for which the details have been supplied to us and a certificate of motor insurance bearing the registration mark of that motorcycle has been delivered to you and remains effective.

### **Motorcycle**

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a motorcycle.

### **Policy Schedule**

Details of you, your motorcycle and the insurance protection provided to you.

### **We/Us/The Insurer**

The insurer shown in the schedule and the certificate of motor insurance.

### **Bennetts**

Bennetts is a trading name of BISL Limited. Registered Office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS. Registered in England No. 3231094. BISL Limited is authorised and regulated by the Financial Service Authority.

### **Certificate of Motor Insurance**

A document that you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can ride your motorcycle, what purposes it can be used for and whether you are permitted to ride other motorcycles. The certificate of motor insurance does not, however, indicate the full policy cover and for this you need to refer to the main text of this policy booklet.

### **Market Value**

The cost of replacing your motorcycle with one of a similar type and condition.

### **Endorsement**

Changes in the terms of your policy. These are shown in your policy schedule.

### **Fire**

Fire, self ignition, lightning and explosion.

## **Theft**

Theft or attempted theft.

## **Accessories**

Additional or supplementary parts of your motorcycle not directly related to its function as a motorcycle. These include radios that form an integral part of the motorcycle, top boxes, tank bags and other luggage carriers while fitted to your motorcycle.

## **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Greece, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Iceland, Norway, Sweden, Switzerland (including Liechtenstein), the Czech Republic, Slovakia, Hungary and Gibraltar.

## **Excess**

The amount of any claim you will have to pay if your motorcycle is lost, stolen or damaged.

## **Green Card**

A document required in certain non-EU countries to provide proof that you have the minimum insurance cover required by law to ride in that country.

## **Permitted Riders**

Any person permitted to drive as described under the section of your effective certificate of motor insurance headed "Persons or classes of Persons entitled to drive".

## **Law Applicable to Contract**

You and the Insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If you are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England, Wales or Scotland, the law which will apply is the law of England and Wales. And English shall be the only language used.

## **Our Insurance Contract with You**

This is a contract between us and you. No one else has any rights they can enforce under this contract except those they have under road traffic law.

The proposal and declaration you made form the basis of this policy.

We will provide insurance as shown in the policy, schedule, endorsements and certificate of motor insurance.

You must read all of these documents to make sure you have all the cover you need.

## **Policy Cover**

If the cover shown in the schedule is:

**Comprehensive** - Sections 1 to 6 inclusive apply.

**Third Party Fire and Theft** - Section 1 is operative only in respect of loss or damage caused directly by fire or theft. Sections 2, 3, 4, 5, 6 are operative.

**Third Party Only** - Section 1 is inoperative. Sections 2, 3, 4, 5, 6 are operative.

# SECTION 1 LOSS OR DAMAGE

## Loss of or Damage to Your Motorcycle

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the policy, if your motorcycle is stolen, damaged or destroyed, we will, at our option, either:

- pay for your motorcycle to be repaired
- or replace your motorcycle
- or pay the amount of the loss or damage.

The same cover also applies to accessories and spare parts relating to your motorcycle while these are on your motorcycle. The maximum amount we will pay will be the market value of your motorcycle immediately prior to the loss but not exceeding your estimate of value shown on your policy schedule. If to our knowledge, your motorcycle is subject to a hire purchase, leasing or credit sale agreements, any payment may at our discretion be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

## Accident Recovery

If your motorcycle is disabled through loss or damage insured under this policy we will pay:

- the reasonable cost of protection and removal to the nearest repairers.
- the reasonable cost of delivery to you after repair but not exceeding the reasonable cost of transporting your motorcycle to your address in Great Britain.

## New Motorcycle Replacement

We will replace your motorcycle with a new motorcycle of the same make and specification (subject to availability) if, within 6 months of purchase new by you:

- any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase:
- or your motorcycle is stolen and not recovered.

Replacement is subject to: your motorcycle being owned by you or having been purchased under a hire purchase or credit sale agreements (any motorcycle the subject of any type of leasing or contract hire agreement is not eligible for replacement).

- the agreement of any interested hire purchase company.
- you being the first registered owner of your motorcycle.

## Exceptions to Section 1 of Your Policy

Your policy does not cover the following:

- 1 loss of use, wear and tear, depreciation, deterioration.
- 2 mechanical, electrical, electronic, computer failures or breakdowns or breakdowns.
- 3 damage to tyres caused by braking or by punctures, cuts or bursts.
- 4 loss of/for damage to accessories and spare parts by theft if your motorcycle is not stolen at the same time.
- 5 loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 6 loss of or damage to helmets and protective clothing.
- 7 loss of value following repair.
- 8 loss or damage arising from theft whilst the ignition keys of your motorcycle have been left in or on your motorcycle.
- 9 the first amount of any claim specified under excess details in the schedule.

## SECTION 2 LIABILITY TO THIRD PARTIES

### Liability to Third Parties

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the policy, we will insure you in respect of all sums which you may be required to pay by law arising from death or bodily injury to third parties, or damage to their property as a result of an accident caused by:

- your motorcycle.
- any trailer while it is being towed by your motorcycle.

We will also pay any expenses for which you have our written authority to incur.

Except in respect of sums which you may be required to pay arising from the death of or bodily injury to third parties the most we will pay under this section of the policy is £20,000,000 per any one event.

### Riding other Motorcycles

Liability under this section is also extended, where the Certificate of insurance says so, to insure you to ride any Private Motorcycle that you do not own and have not hired under a hire-purchase or leasing agreement, with Third Party Only cover. Where this extension applies, cover will not apply for:

- use of any Private Motorcycle without the owner's permission.
- use to secure the release of any other Private Motorcycle which has been seized or confiscated by or on behalf of any government or public authority.
- damage to the motorcycle you do not own.
- any accident which happens outside the United Kingdom.
- any accident which happens when this insurance is not in the name of one person.
- any liability if you no longer have possession of your Motorcycle, if it has been damaged so much it is not worth repairing or if it has been stolen.

### Liability of other Persons Riding or Using Your Motorcycle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or bodily injury to third parties or damage to their property as a result of an accident caused by your motorcycle or any trailer while it is being towed by your motorcycle:

- any person you give permission to ride your motorcycle provided that your effective certificate of motor insurance allows that person to ride.
- any person you give permission to use (but not ride) your motorcycle provided that your effective certificate of motor insurance allows such use.
- any passenger on your motorcycle, travelling or getting into or out of your sidecar.

### Cover for Legal Personal Representatives

In the event of the death of anyone insured under this section, we will cover his/her legal personal representatives against any liability of the deceased person to the extent that liability is insured under this section.

### Legal Costs

We will pay for:

- solicitors appointed by us if anyone we insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.

- legal services arranged by us up to an amount not exceeding £1000 to defend anyone we insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death, provided that at the time of the occurrence the rider is 21 years of age or more. We will only pay these legal costs if they relate to an incident which is covered under this section.

### Exceptions to Section 2

The cover under this section will not apply:

- 1 if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- 2 to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
- 3 to loss of or damage to property belonging to or in the care of anyone we insure who claims under this section, and to property being conveyed by your motorcycle.
- 4 in respect of damage to any motorcycle where cover in connection with the use or riding of the motorcycle is provided by this section.
- 5 while the motorcycle is in or on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft and for moving aircraft on the surface; or aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
- 6 death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the period of insurance. We will treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's territorial limits must be met.
- 7 for fines, penalties, punitive exemplary or aggravated damages of any kind or any additional damages resulting from the multiplication of compensatory damages.
- 8 if liability exceeds more than £20,000,000 for any claim or series of claims for loss of or damage to property or damage caused by one event.

## SECTION 3 PAYMENTS

### Payments made under Compulsory Insurance Regulations and Rights of Recovery

If the law of any country in which this policy operates requires us to settle a claim which, if this law had not existed, we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

## SECTION 4 EMERGENCY TREATMENT

### Emergency Treatment

We will reimburse any person using any motorcycle which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment. A payment under this section will not prejudice your No Claims Discount.

## SECTION 5 CONTINENTAL USE

### Continental Use/Compulsory Insurance Requirements

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on the compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle.

### Cover under this section includes

- Transit by sea, air or rail in or between countries within the territorial limits provided it is by a recognised route which takes 65 hours or less under normal conditions or via the Channel Tunnel fixed link.
- Reimbursement of any customs duty you may have to pay after temporarily importing your motorcycle into any country within the territorial limits, subject to your liability arising as a direct result of a claim covered under this policy.
- General Average contributions, Salvage charges and Labour charges whilst your motorcycle is being transported by sea within any countries within the territorial limits, provided that your motorcycle is covered for loss or damage under this policy.
- Subject to your motorcycle normally being kept in Great Britain this policy provides the cover shown in the policy schedule in any country in the territorial limits subject to you not exceeding 90 days in any one trip. A Green Card will not be issued as this is not necessary for cross border travel and your certificate of motor insurance should, therefore, provide sufficient evidence that you are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that you visit.

There is no cover for countries outside the territorial limits. If you cannot drive the motorcycle because of loss or damage covered by this policy, we will also pay the reasonable cost of delivering it to your address in the United Kingdom. We will also pay the amount of customs duty you have to pay as result of the loss or damage.

## SECTION 6

If you or others do not make a claim under this policy, we will apply our current scale of no claims discount. If a claim is made or arises before the renewal date and your No Claims Discount is not protected or guaranteed your no claims discount entitlement will be reduced at renewal in accordance with the step-back scale printed on the reverse of your current schedule.

We will not give any proof of your no claims discount unless you have paid all the premiums you owe.

We will not reduce your no claims discount if we pay a claim for emergency medical treatment because payment is needed under the Road Traffic Acts.

### Protected or Guaranteed No Claims Discount

If a guaranteed no claims discount applies the appropriate endorsement is shown on your current policy schedule.

### General Exceptions

Your policy does not cover the following:

- 1 Any accident, injury, loss or damage while any motorcycle insured under this policy is being:
- used otherwise than for the purposes described under the "Limitations as to Use" section of your effective certificate of motor insurance.

- ridden by any person other than as described under the section of your effective certificate of motor insurance headed "Persons or Classes of Persons entitled to drive"
  - ridden by you unless you hold a licence to ride your motorcycle or you have held a licence and are not disqualified from holding or obtaining such a licence.
  - ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride your motorcycle, has never held one or is disqualified from holding or obtaining such a licence.
  - ridden by, or is in the charge of for the purpose of being ridden by any person to whom your motorcycle has been hired.
  - ridden by or in the charge of any person who holds a provisional driving licence and does not keep to the conditions of that licence.
- 2 any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- 3 loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever, or any losses that neither you nor us could reasonably have expected to foresee when you took out this policy and which are not covered by any breach of this policy by us, or arising from:
- i) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war rebellion, revolution, terrorism (as described in the Terrorism Act 2000 or equivalent legislation in any other country), insurrection of military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5 any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:
- a) earthquake
  - b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands. This exception will not operate if you can prove that the accident, injury, loss or damage was not caused by either of these perils.
- 6 legal liability arising out of any judgement in any court outside the territories to which your policy applies.

### General Conditions

- if you pay your premium by instalments under a credit agreement you must pay each instalment when it is due. We will also reserve the right to take the outstanding debt into account in settlement of any claim made under the policy. If you miss an instalment and do not pay it within the time stated in the letters you receive, you will have to pay all the money you owe along with any charges. If we do not receive this payment by the date shown in the letters sent to you by your premium credit suppliers, we will cancel this policy by giving you seven days notice in writing. You must then send us any Certificates of Motor Insurance which are still in force. If you have not made a claim under the Policy, we will refund part of your premium according to the scale shown overleaf.
- if at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim, this provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exception 1 to Section 2.
- you shall at all times take all reasonable steps to safeguard your motorcycle from loss or damage. You shall maintain your motorcycle in an efficient roadworthy condition and we shall have, at all times, free access to examine such motorcycle and trailer.

- under the laws of any country where this policy applies we may have to make payments which are not insured by this policy. You or the person who caused the accident must repay us any money which we have paid because of the law of the country in which this policy applies which we would not otherwise have paid.
- you or the person who caused the accident must also repay to us any money we had to pay because of any agreement with the Motor Insurer's Bureau.
- our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and endorsements of this policy.
- if any claim is in any way fraudulent or if you or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits and premiums under the policy shall be forfeited.
- where we have accepted a claim and there is a disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at anytime. When this happens, a decision must be made before you can take any legal action against us.
- BISL Limited will hold insurance premium received from customers and claims money and premium refunds received from insurers as an agent of the relevant insurer.
- The minimum amount we will refund is £10, any refund less than £10 will not be given.

### **Making a claim**

To report a claim or loss or for claims enquiries call our Claims help line on **0800 975 9166**.

- Please ensure you provide the following information:
- Date, time and description of the incident
- Details of any third party involved including name, address, vehicle registration
- Name and address of any witnesses
- If the Police were in attendance the incident reference number
- Your policy number

As soon as reasonably possible after any accident, injury, loss or damage, you or your legal personal representatives must give us full details of the incident. Any communication you receive about the incident should be sent to us immediately unanswered. You or your legal personal representatives must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest in connection of a fatal accident.

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve a settlement.

### **Cancelling your policy**

We or Bennetts may cancel this policy by giving you seven days notice by to your last known address. You must then send us or Bennetts the certificate of your motor insurance and upon receipt, we will refund to you a proportionate part of your premium. You may cancel your policy with immediate effect by notifying us by phone or post. Our contact details can be found on p10 of your policy booklet. You must return your certificate of motor insurance to Bennetts Customer Services, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU.

If you cancel your policy within the first 14 days of receiving your policy documents, unless a total loss claim has occurred, you will pay for the number of days that cover was provided. Outside of this, you will be charged a percentage of the remaining premium. As long as you have not made any claim under this policy we will refund part of the premium. We make charges on the following scale. Cancellation fees will apply. Please refer to the 'Fees and Charges' section.

If you have any additional products, please refer to the relevant section(s) of this policy document for details on cancellation.

<b>Months on cover</b>	<b>Percentage of your premium you must pay</b>
1 month	40%
2 months	40%
3 months	50%
4 months	60%
5 months	70%
6 months	80%
7 months	85%
8 months	90%
9 months	100%

We will not give you a refund if we provide over 8 months cover.

### **Fees and Charges**

For full details of fees and charges relating to this policy including fees that apply when cancelling your main policy and any additional products, please refer to your 'About our insurance services' document. Calls to our 0844 numbers cost 5p per minute from a BT landline. Network charges may vary and calls from mobile phones may be considerably more. Please check with your provider.

### **Automatic Renewal**

This section only applies if you pay by direct debit, credit card or visa delta card.

To ensure you stay covered and to save you time, your policy including any optional products taken will automatically renew unless you contact us after you receive your renewal offer. To opt out of the automatic renewal process call Customer Services on 0844 412 2171.

### **Endorsements**

Certain endorsements apply to this policy which are shown on your current policy schedule. These must be read in conjunction with this policy document.

### **Important Information**

#### **Alteration of Risk**

Please notify Bennetts by calling customer services on 0844 412 2171:

- if you require cover for a replacement motorcycle to that shown in the Schedule BEFORE cover is required;
- of changes of address or occupation IMMEDIATELY;
- of motoring convictions (including fixed penalty offences) or pending prosecution including outstanding police enquiries, criminal convictions or charges for a criminal offence, physical or mental defects AT RENEWAL.

## Service Standards

We aim to provide a high level of service to all our customers but occasionally things can go wrong, when this happens we will do everything we can to put things right.

### Complaints Procedure

If you have a complaint about our service or the administration of your policy, please contact us in the first instance by phoning Customer Services on 0844 412 2171. We will aim to resolve your complaint over the phone within 24hrs.

If your complaint is not resolved to your satisfaction within 24 hours, we will send you a written acknowledgement of your complaint together with the next steps we will be taking to resolve it. If you prefer to put your complaint in writing please send it to the Bennetts Customer Relations Manager, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU.

### Next Steps

In the unlikely event that your complaint remains unresolved four weeks after being made, we will send you either our final response or a letter explaining why we are not yet in a position to resolve your complaint and advise you when we will be in contact again.

If after eight weeks of making your complaint we are still not in a position to issue you with our final response we will send you a letter explaining the reason for the delay and advise you of your right to complain to the Financial Ombudsman Service.

If following our final response your complaint has not been resolved to your satisfaction, you can refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation schemes arrangements is available from the FSCS.

# ADDITIONAL POLICY OPTIONS

**These apply only if your Policy Schedule shows that they are included:**

- **Legal Expenses Cover**
- **RAC Breakdown**
- **Personal Accident Cover**
- **Helmet and Leathers Cover**



## **LEGAL EXPENSES COVER**

This section is applicable only if the Schedule shows that Legal Expenses cover is included.  
This section is underwritten by AmTrust Europe Ltd and administered by ACM ULR Ltd.

### **Section 1 – Motor Legal Protection Policy**

#### **1. DEFINITIONS**

In this insurance policy the following words have the following meanings:-

##### **ACM**

ACM ULR Limited and/or any other person firm or company appointed by it to administer this Policy.

##### **Appointed Legal Representative**

Any lawyer or other suitably qualified or experienced person appointed to act for an Insured Person.

##### **Claim**

A civil claim for damages for any Uninsured Loss arising out of an Insured Event.

##### **Insured Event**

An accident arising from the negligence of a Third Party which results in the Insured Person incurring

Legal Expenses in bringing a Claim relating to:

- (i) loss of or damage to the Insured Vehicle;
- (ii) damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle; or,
- (iii) death or personal injury to the Insured Person while travelling on or getting off the Insured Vehicle occurring during the Period of Insurance and within the Territorial Limits of this Policy.

##### **Insured Person**

- (i) the Policyholder
- (ii) any person authorised to drive the Insured Vehicle under the Motor Insurance Policy and
- (iii) any passenger in the Insured Vehicle with your permission, or their legal representatives in the event of death.

##### **Insured Vehicle**

The motorcycle insured by the underlying Motor Insurance Policy, including sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

##### **Legal Expenses**

Any legal fees, costs and disbursements reasonably and properly incurred in connection with any

Legal Proceedings issued in the United Kingdom:

- (i) by the Appointed Legal Representative, including fees of Counsel instructed by him when acting on behalf of the Insured Person in bringing a Claim such costs shall be limited to those that would be payable on a standard basis; and/or
- (ii) by any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement but only where such settlement was made with our agreement in accordance with clause 7.4.

##### **Legal Proceedings**

All legal work undertaken with the approval of the Underwriters in connection with a Claim which is subject to the jurisdiction of courts within the Territorial Limits.

##### **Limit of Cover**

A maximum of £50,000 or £100,000 (as stated in the Policy Summary page of your policy documents) for all Legal Expenses of the Insured Person and including the costs of any other party to the Claim where awarded arising out of any one Insured Event, such limit to include the costs of any appeal approved by Us in accordance with clause 13.20.

##### **Motor Vehicle Insurance Policy**

The vehicle insurance policy issued to You in compliance with the Road Traffic Act.

**Period of Insurance**

The period during which the Motor Vehicle Insurance Policy is in force.

**Policy**

This policy of insurance.

**You/Your/Policyholder**

The person who has taken out this Policy.

**Territorial Limits**

Great Britain, Northern Ireland, Isle of Man, Channel Islands, Austria, Belgium, Finland, France, Federal Republic of Germany, Greece, Republic of Ireland, Italy, Luxembourg, Liechtenstein, Netherlands, Norway, Portugal, Spain and Sweden.

**Third Party**

The other person(s) and/or party(ies) responsible for the Insured Event, excluding the Insured Person(as defined in this Policy).

**Underwriters**

AmTrust Europe Ltd.

**Uninsured Loss**

Any loss, including injury or any loss that neither You nor Us could reasonably have expected to foresee when You took out this Policy and which are not covered by any breach of this Policy by Us, sustained by the Insured Person arising out of an Insured Event where such loss is not covered by the Insured Person's underlying Motor Vehicle Insurance Policy.

**We/Us/Our**

ACM and/or the Underwriters.

**2. COVER**

Provided that the Policyholder and all Insured Persons comply with all their obligations under this Policy and the Motor Vehicle Insurance Policy in connection with which this Policy has been issued, the Underwriters agree to cover the Insured Person against Legal Expenses in respect of an Insured Event occurring within the Territorial Limits during the Period of Insurance subject to the terms of this Policy and to the exclusions and conditions which it contains. However the total amount payable under this Policy shall not exceed the Limit of Cover.

**3. COMPLIANCE AND PRECAUTIONS**

The Policyholder and Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event which may cause a Claim.

**4. REPORTING THE CLAIM**

The Insured Person must immediately report to Us or our nominated agents any accident which may give rise to a Claim under this Policy and must complete any forms requested. The Insured Person must supply, without delay, all information required by Us or the Appointed Legal Representative. All information and forms must be sent to Us at the address shown on the claim form. The Insured Person must not do anything which may prejudice their case.

**5. ACCEPTANCE OF A CLAIM**

Where We accept a Claim, We will notify the Insured Person in writing as soon as practicable.

**6. REPRESENTATION**

- 6.1 The Underwriters and We on their behalf reserve the right to make Our own investigations into the case.
- 6.2 We also have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed. In the event of any dispute between the Insured Person and Us as to the appropriate level of such settlement the matter may be referred to arbitration in accordance with Section 16.
- 6.3 Where appropriate We will pass the matter to an Appointed Legal Representative to handle and conduct the Claim who will be instructed in the name of the Insured Person and who may negotiate and settle the Claim on their behalf.
- 6.4 Where Legal Proceedings are necessary or where the Claim includes a claim for personal injury or death or where it is otherwise required, such Appointed Legal Representative shall be a solicitor nominated by Us

subject to paragraph 6.5 below.

- 6.5 Pursuant to Regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990 You nonetheless shall be free to choose an Appointed Legal Representative a solicitor having suitable qualifications as necessary to represent You in any proceedings and/or to serve Your interests in the event that any conflict of interest arises.
- 6.6 Where Legal Proceedings are to be commenced with respect to an Insured Event occurring within the Territorial Limits and outside the United Kingdom, the Appointed Legal Representative shall be a solicitor who will initiate proceedings in the courts of the United Kingdom against the Third Party's insurer and/or its appointed claims representative as defined by the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.
- 6.7 We will only authorise a transfer of representation to another Appointed Legal Representative if We believe there is good reason to do so.

## **7. CONTROL OF THE CLAIM**

- 7.1 The Insured Person must co-operate fully with Us and the Appointed Legal Representative and in particular We and the Appointed Legal Representative must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in his possession.
- 7.2 We shall have direct access to the Appointed Legal Representative in relation to any Claim at all times.
- 7.3 The Insured Person must instruct the Appointed Legal Representative to produce to Us immediately any documents, information or advice in his possession. The Insured Person must also give the Appointed Legal Representative such prompt, proper and reasonable instructions in relation to the Claim and the Legal Proceedings as We or the Underwriters require.
- 7.4 The Insured Person should advise Us directly or through his Appointed Legal Representative immediately of all offers to settle or payments into Court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- 7.5 If the Insured Person does not accept any offer or payment into Court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Expenses after the last date on which the offer or payment into court could be accepted without the permission of the court or the Third Party.
- 7.6 We may discharge Our liabilities to the Insured Person under this Policy at any time by paying an amount equal to that claimed in the Claim.
- 7.7 The Insured Person shall take all reasonable steps to mitigate the costs of the Claim or any Legal Proceedings relating thereto.
- 7.8 The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills for Legal Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- 7.9 The Insured Person must authorise any Appointed Legal Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.
- 7.10 The Insured Person must take all action possible to recover any costs, charges or fees We or the Underwriters may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Expenses under this Policy We can take over, and if necessary conduct, proceedings in the name of the Insured Person to recover such Legal Expenses which the Insured Person is entitled to receive from the Third Party.

## **8. WITHDRAWAL**

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Legal Representative expressly or by omission without the agreement of the Underwriters or ACM all Legal Expenses will become the responsibility of the Insured Person. The Underwriters and ACM will be entitled to be reimbursed by the Insured Person for Legal Expenses paid or incurred during the course of the Claim.

## 9. COMMUNICATION

All notices and communications from Us, The Underwriters or the Appointed Legal Representative will be considered to have been sent if sent to the last known address of the Insured Person.

## 10. DUAL INSURANCE

If at the time of any Insured Event there is any other insurance, which provides cover for any of the loss claimed in the Claim We will only be responsible for the payment of Legal Expenses in relation to the amount not recoverable under that insurance.

## 11. PROSPECTS OF SUCCESS

Cover will only be provided if We and, where applicable, the Appointed Legal Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party and when the Insured Person's Claim outweighs the Legal Expenses of pursuing the Claim. We can give written notice to the Insured Person and the Appointed Legal Representative to discontinue cover if during the course of a Claim We consider reasonable prospects of success no longer exist. In the event of any dispute as to the prospects of success of a Claim between the Insured Person and Us the matter may be referred to arbitration in accordance with Clause 16.

## 12. COMPLIANCE AND AVOIDANCE OF POLICY

We and/or the Underwriters have the right to cancel this Policy and declare the same null and void if:

- 12.1. the Policyholder does not hold a valid Motor Insurance Policy, at the time of the Insured Event for the vehicle involved.
- 12.2. the Policyholder's motor insurers are entitled to avoid the Motor Insurance Policy or refuse cover.
- 12.3. any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- 12.4. the Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy.
- 12.5. any Claim under this Policy, is fraudulent or false in any material respect.

## 13. EXCLUSIONS

The Underwriters will not cover the Insured Person in respect of;

- 13.1 any Insured Event which took place prior to the Period of Insurance.
- 13.2 any Claim reported to Us more than 180 days after the Insured Event.
- 13.3 any Legal Expenses for any period subsequent to a refusal by the Appointed Legal Representative to act further for the Insured Person for a reason which We consider is justified unless We agree to another Appointed Legal Representative being instructed.
- 13.4 any case where the Insured Person has misled Us or the Appointed Legal Representative as to the circumstances of the Insured Event.
- 13.5 any case where the Insured Person fails at the time of making the Claim or at any stage to disclose to Us and/or the Appointed Legal Representative material facts relevant to the Claim.
- 13.6 compensation, costs, damages, fines or penalties or any kind awarded by a court of criminal jurisdiction.
- 13.7 claims for damage to any property or any related loss, expense or any loss that neither You nor Us could reasonably have expected to foresee when You took out this Policy and which are not covered by any breach of this Policy by Us.
- 13.8 any Claim arising out of a deliberate or criminal act or omission or which is found to Our satisfaction to be of a fraudulent nature.
- 13.9 any Claim arising from the theft or attempted theft of the Insured Vehicle.
- 13.10 any case where the Policyholder does not possess a valid Motor Vehicle Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
- 13.11 any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
- 13.12 any Claim where the Policyholder's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse cover.
- 13.13 any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
- 13.14 any Claim where the Third Party cannot be traced or identified.
- 13.15 any Claims arising from:
  - (i) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.

- (iii) riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
  - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - (v) the failure of any device failing to recognise, interpret or process any date as its true calendar date.
- 13.16 Legal Expenses incurred prior to notification of the Insured Event to Us.
- 13.17 Legal Proceedings dealt with by a court or other body, which We have not agreed to or are outside the Territorial Limits.
- 13.18 Legal Expenses relating to representation at any arbitration (but Legal Expenses relating to advice and assistance in connection with arbitration are covered) or at any interim hearing except in so far as such interlocutory hearing occurs in the ordinary progression of the Claim in accordance with the Civil Procedure Rules.
- 13.15 any Claims arising from:
- (i) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
  - (iii) riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
  - (iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - (v) the failure of any device failing to recognise, interpret or process any date as its true calendar date.
- 13.16 Legal Expenses incurred prior to notification of the Insured Event to Us.
- 13.17 Legal Proceedings dealt with by a court or other body, which We have not agreed to or are outside the Territorial Limits.
- 13.18 Legal Expenses relating to representation at any arbitration (but Legal Expenses relating to advice and assistance in connection with arbitration are covered) or at any interim hearing except in so far as such interlocutory hearing occurs in the ordinary progression of the Claim in accordance with the Civil Procedure Rules.
- 13.19 Legal Expenses incurred in connection with any appeal from the judgement of any Court unless We are notified of any proposed appeal at least five working days before the expiry of the deadline for giving notice of appeal and we consider the appeal to have reasonable prospects of success.
- 13.20 Legal Expenses incurred in connection with small claims in the Sheriff Courts in Scotland.
- 13.21 any undertakings the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses, unless We have given prior written authority.
- 13.22 Legal Expenses incurred when the amount of the Claim is out weighed by the Legal Expenses.

#### **14. ALTERATION**

You must notify Us immediately of any change, which affects this Policy.

#### **15. COMPLAINTS**

Any enquiry or complaint regarding this Policy may be addressed to: the Customer Relations Director, ACM, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. If the matter is not resolved to Your satisfaction, please write to: The Managing Director, AmTrust Europe Ltd, Market Square House, St. James's Street, Nottingham, NG1 6FG. If You are still not satisfied, You can contact the Financial Ombudsman Service at; Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. By telephone on 0800 0234567 or by email [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk). The complaints procedure above does not affect any legal rights the Insured Person may have.

#### **16. ARBITRATION**

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made thereunder the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder, by claiming under the Policy he agrees to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant. If an arbitrator cannot be agreed

then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

## 17. GOVERNING LAW

This Policy shall be governed by and construed in accordance with English Law.

## 18. CLAIMS PROCEDURE

1 If You are involved in an accident try to obtain as much information as possible including:

- (a) Name and address of the other person and the registration number of the other vehicle.
- (b) Name and address of the other person's insurance company and the policy number.
- (c) Names and addresses of any witnesses who may have seen the accident.

Then contact the Claims Line immediately on: 0800 975 9166.

## 19. CANCELLATION

**We** or Bennetts may cancel this policy by giving seven days' notice. **We** or Bennetts will send notice of cancellation to **your** last known address. **You** may cancel this Policy at any time by phone on 0844 412 2171 or by post at Bennetts Customer Services, Unit 25, Tresham Road, Orton Southgate, Peterborough PE2 6BU. There is no cancellation fee for cancelling within the first 14 days of receiving your policy. Where an additional premium has been paid for Legal Expenses Cover and **you** cancel within the 14 day period **you** will only pay for time on cover. If however **you** cancel after the 14 day cancellation period has expired **you** will not be entitled to a refund. If **you** cancel the main policy, this policy will also be cancelled. This Policy must run alongside **Your** Bennetts Bike Insurance Policy, therefore, if **You** cancel the main policy that cancellation will also automatically apply to this Policy and cover will cease from the date of cancellation.

## 20. WHOLE AGREEMENT

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Us on their behalf relating to the provision of Legal Expenses insurance and no other representation or warranty by the Insured Person or Us or their authorised representatives or any third party shall have any contractual effect unless agreed by both parties in writing. This document is Your Policy and Guide to the range of services available to You under Your Motor Legal Protection Policy.

AmTrust Europe Ltd , who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7741 4100.

This policy is underwritten by AmTrust Europe Ltd , Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. FSA Registered No. 202189. Tel 0115 941 1022. Authorised and regulated by the Financial Services Authority.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

## SECTION 2

Agreement for the Provision of Ancillary Services.

ACM will, in addition to the cover provided under the Motor Legal Protection Policy, arrange for the provision of the following services to the holder of the relevant Motor Vehicle Insurance Policy ("the Motor Vehicle Insurance Policy"):

1. If the damage is not covered under the Motor Vehicle Insurance Policy We can arrange to have the Insured Vehicle moved to a place of Your choice but You will be liable to pay the towing costs.
2. If the Insured Vehicle is immobilised following a clear non fault accident we may be able to obtain a replacement vehicle.
3. If the Insured Vehicle is damaged or undrivable but can be repaired and the Motor Vehicle Insurance Policy does not cover the damage, provided we have identified the third party and their insurers and the accident is clearly not your fault, We may arrange to have the Insured Vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.
4. These services will only be available in England, Wales, Scotland, Northern Ireland, Isle of Man and Channel Islands.

## **RAC BREAKDOWN**

This section is applicable only if the schedule shows that RAC Breakdown cover is included.

This is your contract of insurance for RAC Breakdown cover, please read this carefully.

Please check your Policy Summary for details of your cover.

Call this number in the event of a Breakdown

**0800 0582368**

You will need to confirm the following:

- Policyholder's name and address
- Registration number of the Bike
- Make, model and colour of the Bike
- Present location of the Bike
- Nature of the Breakdown

Thank you for taking out Bennetts Bike Insurance, including Breakdown Cover provided by RAC. The following terms and conditions apply unless You and We have agreed otherwise in writing.

Please ensure You read Your Policy in full before You travel and that You take this Policy document with You. This Breakdown Cover is provided only to the Bike insured under Your Bennetts Bike Insurance Policy .. This Policy is a contract between Us and You. We agree to pay for those costs set out in this Policy, which occur during the Period of Cover and for which payment of the appropriate premium has been made and subject to the following terms and conditions.

If the service You require is not provided for under these Terms and Conditions, We will try, if You wish, to arrange it at Your expense. The terms of, and any payment for, any such service are a matter for You and the supplier and We will not act as an agent.

### **DEFINITIONS:**

Below are certain words that have a specific meaning in this Policy and wherever these words appear they have the following meaning:

**Accident** means an accidental crash immobilising the insured Bike.

**Bike** means the bike You are riding and whose registration number, make and model is stated in Your policy schedule.

**Breakdown** is where the Bike is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure during the Period of Cover in the UK or in the Territory. A component failure in itself does not constitute a breakdown unless it causes the Bike to cease to function as a whole.

**Bennetts Bike Insurance Policy** means the Bike insurance policy arranged by Bennetts (a trading name of BISL Limited)

**Claim** means a call for assistance under this Policy.

**Documents** means these terms and conditions and all associated documentation provided to You by Bennetts on Our behalf.

**Home** means Your permanent residence in the UK.

**Period of Cover** means 12 months from the commencement date of Your Bennetts Bike Insurance Policy.

**Policy** means Your RAC Breakdown policy as set out in this document.

**Resident of the United Kingdom** means a person living permanently in the United Kingdom or a person

employed by a company having its registered office in the United Kingdom.

**Specialist Equipment** is equipment not carried by RAC patrols or RAC contractors.

**Territory** Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia & Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (West of the Bosphorus), Ukraine.

**The Party/Your Party** means the persons including You, travelling with You on the Bike.

**United Kingdom/UK** means England, Scotland, Wales and Northern Ireland, the Channel Islands and the Isle of Man.

**We/Our/Us/RAC** means RAC Motoring Services and/or RAC Insurance Limited.

**You/Your** means the person named on your Bennetts Bike Insurance Policy when riding the Bike, or any other person riding the Bike with the owners consent.

### **What to do if You break down**

If You are unfortunate enough to break down please follow these simple steps:

1. Call the appropriate number stated below
2. Have to hand Your Policy number and Bike registration
3. Advise the operator of the location of Your Bike and the nature of the fault

RAC will then advise how to proceed and what form of assistance would be the most appropriate.

Remember to always call RAC first. Please do not go ahead and make Your own arrangements as RAC cannot reimburse costs incurred without prior authorisation.

0800 058 2368 (free phone) UK

France & Monaco 00 33 472 435 244 (pay call) 0800 290 112 (free phone within France and Monaco only)

Republic of Ireland\*1 800 535 005 (free phone)

Rest of Europe 00 33 472 43 52 55 (pay call)

Serbia and Montenegro 99 33 472 43 52 55 (pay call)

Azerbaijan, Belarus, Georgia, Russia, Ukraine 810 33 472 43 52 55 (pay call)

\* If You are calling from a UK mobile phone, Your network provider may not allow You to call a free phone 1800 number. Please check with Your service provider prior to travelling. Customers who are affected can contact Us on 00 44 800 1079058. Your network provider may charge You for this call.

The telephone numbers are correct at the time of printing.

Calls may be recorded and/or monitored.

Customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available for European incidents.

### **Breakdowns on Motorways**

On continental motorways (including service areas) You MUST use the roadside emergency telephones. You cannot call RAC control centres from these. You will be connected to the police or authorised motorway service, who will send a breakdown recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix Your Bike – contact RAC using the numbers above as soon as You can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable. These items are covered and You should obtain a receipt to claim a refund on Your return Home.

### **Mobile phones**

RAC will not reimburse the cost of any telephone calls You make in connection with any Breakdown under this Policy (including mobile phone calls). It may not be possible for an RAC control centre to call a mobile phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to free phone numbers. The regulations on the use of mobile phones vary from country to country. Please check with Your service provider that Your phone meets the requirements and standards for the countries in which You are travelling.

### **Service in the UK**

Cover applies to Bikes registered with the DVLA in Swansea or Northern Ireland only.

## **TERMS AND CONDITIONS FOR 'ROADSIDE'**

### **Roadside**

If You are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a Breakdown to Your Bike, We will send an RAC patrol or contractor to help You. We will try to repair Your Bike at the roadside.

Roadside includes labour at the scene of the Breakdown (but not labour at any garage to which the Bike is taken). If We cannot repair the Bike at the roadside, and

We believe repairs are unwise or cannot be completed within a reasonable time, We will take the Bike and up to 3 people to a destination of Your choice within 10 miles from the scene of the Breakdown. If You have no preferred destination, We will take the Bike to a nearby garage. If You wish the Bike to be taken to any other destination, You will have to pay for the towage costs for the whole distance.

If You need to leave Your Bike at the garage We will reimburse You for taxi fares up to 20 miles (a receipt must be obtained).

Roadside assistance is also available in the Republic of Ireland.

## Roadside does not cover

- Breakdowns which would be prevented by routine servicing of Your Bike
- Routine servicing of the Bike
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- Replacing tyres or glass
- The cost of ferry crossings and road toll and congestion charges
- Bikes being demonstrated or delivered by motor traders, or used under trade plates
- Bikes which break down within 1/4 mile of Your Home address or where You normally keep the Bike
- Bikes which, in the reasonable opinion of Our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- Contaminated fuel problems. We will arrange for Your Bike to be taken to a local garage for assistance, but You will have to pay for the work carried out
- The cost of parts, fuel or other supplies
- Any Bike storage charges incurred when You are using Our services
- Labour at any garage to which the Bike is taken
- Breakdown caused by or following an Accident, fire, theft or act of vandalism. If You call Us for assistance following such an incident You will be liable to pay Us for removal. (Subject to the terms of Your Bennetts Bike Insurance Policy, You can then reclaim these costs through Your insurance)
- The tow or transport of any Bike, which, in Our reasonable opinion, is loaded beyond its legal limit
- Any Bike in a position where We cannot work on it or tow it, or whose wheels have been removed. We can arrange to rectify this but You will have to pay the costs involved
- Please note that any onward transportation of animals is at Our discretion and solely at Your risk. We will not insure any animal, including livestock in transit, during any onward transportation We undertake.

## TERMS AND CONDITIONS FOR 'RECOVERY'

### Recovery

Recovery has the same terms and conditions as Roadside but with the following variations:

If We cannot get Your Bike repaired locally within what We deem to be a reasonable time, We will take the Bike and up to 3 people to Your Home within the UK or a single address anywhere within the UK. An adult must accompany any persons under the age of 16.

You can use Recovery if You are ill, and there are no passengers who can ride the Bike, so that You cannot continue Your trip. You must show Us a doctor's medical certificate confirming Your inability to drive (in these cases, We will provide this service at our reasonable discretion).

Residents of Northern Ireland are also entitled to be recovered from the Republic of Ireland

## Recovery does not cover

- Any Bike which in Our reasonable opinion was broken down or unroadworthy at the time You took out Your Policy
- The use of Recovery as a way to avoid paying repair costs
- A second recovery if:
  - a. the original fault has not been repaired properly by a third party;
  - b. RAC have advised You that it is a temporary repair; or
  - c. the desired destination cannot accept the Bike due to company opening hours or other restrictions

If a second recovery is required this service can be provided but a charge will be made dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Service within 24 hours of commencement of this Policy
- Bikes not displaying a current excise licence (tax disc)

## TERMS AND CONDITIONS FOR 'AT HOME'

### At Home

At Home has the same terms and conditions as Roadside but with the following variations:

At Home allows You to use Roadside within ¼ mile of Your Home address or where You normally keep the Bike.

### At Home does not cover:

- The rectifying of failed or attempted repairs
- Recovery of the Bike
- The reimbursement of taxi fares
- Service within 24 hours of commencement of this Policy

## TERMS AND CONDITIONS FOR 'ONWARD TRAVEL'

### Onward Travel

Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later. You are entitled to one of the following extra benefits once We have decided that We cannot get the Bike repaired locally:

- Replacement car hire
- Alternative transport costs
- Hotel accommodation

You can use the Onward Travel benefits from Your Home address or within a quarter of a mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs.

## Replacement car hire

We will pay for:

- Insurance (including collision damage waiver)
- Up to three day's hire cost of a manual car up to 1600cc if Your Bike is being repaired

Replacement car hire is subject to availability and Our supplier's terms and conditions, which will usually include:

1. Age limits . Drivers must be at least 21 years of age.
2. The need to have a current car driving licence, and, if held, a driving licence photo card, with You
3. Limits on acceptable endorsements types or numbers of motoring offence penalties and/or penalty points endorsed on Your driving licence
4. The need to provide a valid credit card number (alternatively, the car rental provider will require a deposit of no less than £50 and may also undertake a simple credit check, before releasing the vehicle to You).

Hire cars are not usually available with a tow bar, and therefore Your trailer will, if eligible, be recovered under the Recovery benefit with Your broken down Bike.

After taking a fair and reasonable view of the circumstances We may decide that a hire car is not a practicable solution and hotel accommodation or alternative transport will be provided instead.

If You require a second or any other type of vehicle We will try to arrange this for You but You will have to pay for any additional costs.

## Alternative Transport

We will reimburse You for standard class rail or other transport of Our choice for up to 3 people to reach the end of their journey within the UK. We will pay up to £150 per person.

## Hotel Accommodation

We will arrange and reimburse You for one night's bed and breakfast for up to 3 people in a hotel of Our choice. We will pay up to £150 per person. You will have to pay for any extra hotel or transport costs.

## Special medical assistance

Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in 'Hotel Accommodation' above.

We will also arrange for an ambulance to take the patient to a local hospital near to their Home once medical permission has been given. Special medical assistance is not available for planned hospital visits.

Onward Travel does not cover

- Other charges arising from Your use of the hire car benefit, such as fuel costs, deposit, any insurance excess charges, collecting and returning the hire car and any costs due to You keeping the car after the agreed period of hire (You must settle these charges directly with the supplier)
- If You are unfortunate enough to have an incident with the hire car and You make an insurance claim, You will be responsible for paying any excess
- Service within 24 hours of commencement of this Policy
- Breakdowns in the UK resulting from road traffic Accidents, vandalism, fire or theft
- Any of the Onward Travel benefits, as stated above, before Our attendance of the Breakdown incident
- Any of the Onward Travel benefits, as stated above, if the Bike is not displaying a valid excise licence (tax disc)

## Services whilst abroad

### TERMS AND CONDITIONS FOR 'EUROPEAN COVER'

#### European Cover

European Cover applies to Bikes registered with the relevant Vehicle Licensing Agency and operates throughout the territory.

European Cover operates within all countries defined in the Territory on the first page of Your breakdown policy wording

#### Policy Description

Service in the UK en route to a destination abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs or Home
Journey continuation	Replacement vehicle to a maximum of £750

#### Service while abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs
Additional Accommodation expenses	£30 per person per day
Journey continuation or return Home	Maximum of 14 days car hire or second class rail fare
Bike break-in, emergency repair	£175
Accidental damage to or loss of tent	£30 per person per day
Bike repatriation to United Kingdom	Limited to the value of the Vehicle being contained within UK Glass's guide or other appropriate industry standard used by RAC

#### Service after return Home

Product	Limitation
Collection of Bike left abroad for repair	£600

#### Service in the UK en route to the Territory

If You are stranded on a public highway through Breakdown of Your Bike on the outward journey from Home to Your point of departure from the UK or on the inward journey from Your point of entry to the UK, to Home, We will provide services as if You were abroad.

In addition We will pay towards the cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary, to complete the planned journey if RAC confirms Your Bike cannot be repaired within 24 hours this is subject to a maximum contribution of £750.

#### Service whilst Abroad

You are covered for any number of trips, each up to 90 days in duration but not for longer stays and provided the outward and return journeys are completed in the Period of Cover.

## Roadside Assistance

In the event of a Breakdown We will pay for the following subject to the limitations for each section as described in the following terms and conditions:

We will pay for:

1. attendance of local breakdown or garage services to repair the Bike at the roadside if possible; or
2. tow of the Bike from the place of Breakdown or Accident to the nearest local repairer where You may arrange repairs and either:
  - a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the Bike to continue the journey on the date of Breakdown; or
  - b) inspection fees, in the event of a Breakdown, to confirm that the Bike cannot be repaired by Your return travel date and Your request for assistance will include authorisation for Us to arrange this; and
3. storage charges for the Bike while awaiting repair or repatriation; and
4. the cost of wheel changes but not for replacement tyres

We will not pay for:

- any labour costs other than those incurred at the roadside. We will not pay labour costs at any garage to which the Bike is taken other than under paragraph numbered 2 above; or
- repair costs, including labour, if the Bike was in a road traffic Accident, damaged by fire or stolen or is in our opinion uneconomical to repair or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the Bike to continue the journey on the date of the Breakdown; or
- the cost of any other supplies, including but not limited to Specialist Equipment

If the appropriate RAC control centre can confirm repairs to the Vehicle will take more than 12 hours of being notified of a Breakdown, or if it is to be repatriated to the United Kingdom, then We will pay for either;

- a) Additional accommodation expenses

We will pay up to £30 per person per day towards necessary additional (not alternative) accommodation expenses (room only) while You wait for Your Bike to be repaired, providing the appropriate RAC control centre can confirm repairs will take more than 12 hours, or if it is to be repatriated to the United Kingdom.

We will not pay for the costs of meals and any other costs that are not specified above

Or

- b) Journey continuation or return Home

If the appropriate RAC control centre can confirm repairs to Your Bike will take more than 12 hours, or if Your Bike is to be repatriated to the United Kingdom, a contribution to travel expenses to allow You to either:

- Continue the planned journey during the period Your Bike is not roadworthy
- Return Home by direct route

Expenses can comprise of self-drive car hire up to 14 days per Claim, including collision damage waiver (see "Important self-drive hire car information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in its reasonable discretion decide which course of action to adopt, but RAC will take into consideration Your preference.

You must collect the Bike when repaired as once the Bike is repaired and You have been notified, RAC will not pay any further expenses other than the costs of collection.

This benefit is also available if Your Bike is stolen and not recovered within 24 hours of reporting the matter to the police. A police report must be obtained. However, this benefit will cease if Your Bike is recovered in a roadworthy condition.

We will not pay for:

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged or any other costs in connection with self-drive hire car
- The cost of any car hire beyond the period agreed with the appropriate RAC control centre
- Any car hire expenses after Your Bike is repaired except for the direct journey to return and collect it
- First class rail fares
- Any costs under this benefit if they are for a service You used at the same time as the section "Additional accommodation expenses"
- International drop charges where a vehicle hired from abroad is dropped within the UK
- The costs of hiring a motorcycle
- Any hire costs not arranged through RAC or agreed by RAC

You are entitled to either of the following services:

You will have the following cover if RAC can confirm that repairs cannot be completed by your planned return date to the United Kingdom and providing the cost of repatriation is not uneconomical.

(Repatriation will be uneconomical if it will cost more than the UK market value of Your Vehicle according to the Glass' guide or other appropriate industry standard used by RAC) Cover is available for either;

a) Bike repatriation

We will pay for the cost of taking the Bike by road transporter from abroad to Your Home or chosen UK repairer for repair.

We will also pay the costs of packing and freighting Your baggage if the Bike is declared a 'Write-off' by the Bike's insurers.

When repatriation is authorised it normally takes 10–14 working days for delivery to a UK address from most west European countries. At busy times and from east European countries it may take longer.

We will not pay for:

- Claims for any repatriation not authorised by the appropriate RAC control centre
- The cost of repatriation if this is uneconomical. Repatriation will be uneconomical if it will cost more than the UK market value of Your Bike according to Glass's guide
- The cost of repatriation if Your Bike is roadworthy
- Any Claim if Your Bike is being repatriated and Customs in any country find its contents are breaking the law
- Any further costs in connection with the Bike once declared a write-off by Us

Or

#### b) Collection of Bike from Abroad

We will pay the following costs up to £600 for one person to collect Your Bike, repaired abroad after a Breakdown:

- Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection
- Additional homeward cross channel ferry or rail fare for the repaired Bike (calculated by taking the actual fare less the value of any unused homeward portion of Your original cross channel ticket)
- Up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

We will not pay for:

- First class rail fares
- The cost of any meals
- The costs of more than one person

Note: The appropriate RAC control centre will, after taking a fair and reasonable view, decide whether Your Bike should be repaired abroad for You (or someone nominated by You) to return and collect.

#### **Authority for repatriation or repair**

If Your Bike is not able to be ridden due to a road traffic Accident, fire, break-in or theft, any damage which You are entitled to have repaired by Your Bike insurers must be reported to them immediately. Your insurers must decide whether to declare the Bike is a write-off, authorise repair abroad or have the Bike repatriated. We cannot repatriate the Bike unless Your insurers first give their permission.

We also reserve the right to negotiate with them to reclaim costs incurred. If Your insurers cannot or do not give permission to repatriate then it is Our decision alone whether to declare the Bike a write-off, or repatriate or repair locally a Bike which cannot be ridden as a result of a Breakdown, or as a result of road traffic Accident, fire or theft, for which You do not have fully comprehensive cover.

#### **Additional services**

We will pay for the costs of providing the following if applicable:

#### **Spare parts dispatch**

If as a result of a Breakdown Your Bike needs parts but these are unavailable locally We will pay for:

- Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally
- The fare for one person to collect parts from the appropriate railway station or airport

We will not pay for:

The cost of parts themselves, which must be paid on receipt. When telephoning the RAC control centre You will be asked for Your credit card details. Alternatively You will be asked to pay for the part(s) direct to the repairer.

### **Accidental damage to or loss of tent**

We will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the Period of Cover You are camping and Your tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, We may at Our option authorise the cost of a replacement tent. If Your tent is stolen You must report the theft to the police within 24 hours and obtain a written report.

We will not pay for:

- The cost of meals or any other costs that are not specified above caused by weather conditions
- The cost of a replacement tent not authorised by Us
- Any costs if Your tent was stolen and You do not report the theft to the police within 24 hours and obtain a written report

### **Urgent message relay service**

We will pay for:

The cost of relaying urgent messages from the appropriate RAC control centre to Your immediate relatives or close business associates if the Bike cannot be ridden because of Breakdown, Accident or fire or it is stolen.

We will not pay for:

- The cost of non urgent messages or messages to persons not described in the previous paragraph
- The cost of relaying any urgent message not arranged through the appropriate RAC control centre

### **Customs claims Indemnity**

We will pay for Continental or Irish Customs claims for duty if:

- the Bike is beyond economic repair as a result of fire or theft abroad during the journey and it has to be disposed of abroad under Customs supervision; or
- It is stolen abroad during the journey and not recovered. RAC will deal with necessary Customs formalities.
- To arrange, please call: RAC European Support, 0870 5 49 33 20 (Calls may be recorded and/or monitored) Monday–Friday 9am–5pm

We will not pay any import duties not relating to the Bike.

Please note:

You may only make one claim per journey and You may make a maximum of two claims per year. There is an overall limit of £2500 per Claim applied to the European section of this Policy. Policy Requirements and Limitations (Service in the UK and abroad)

## **POLICY REQUIREMENTS AND LIMITATIONS**

### **Credit card details**

We will require Your credit card details if We arrange a service for You which is not covered by these terms and conditions or if it exceeds the limits set out in the part(s) entitled "Terms and Conditions". If You do not provide Us with Your credit card details RAC will not be able to provide certain services which will be notified to You when credit card details are requested.

### **Motorcycles**

It is not possible for Us to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. We are also unable to hire a trailer for you to transport Your Bike.

## **Trailers**

The Bike restrictions in this Policy apply equally to trailers except that the maximum length of trailers must not exceed 7.6m. If the Bike which has suffered a Breakdown is towing a trailer and We provide Recovery, the trailer will be recovered together with the Bike to a single destination. Other than as set out in this paragraph trailers are not covered by this Policy.

We do Our best to find solutions to motoring problems, but We regret We cannot arrange a replacement trailer in the event of Breakdown or Accident damage which cannot be repaired. It is also virtually impossible to hire cars with tow bars and it may become necessary to repatriate a trailer together with a towing vehicle which cannot be repaired abroad by the return date.

## **Unforeseeable losses or events**

Except in relation to any claim You may have for death or personal injury, if We are in breach of the arrangements under this contract, We will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example, loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

We do not guarantee the provision of any of the benefits under Your Policy, if there is anything beyond Our reasonable control or the reasonable control of any service provider which prevents Us or a service provider from providing that benefit. Benefits may be refused if You or any of Your Party behaves in a threatening or abusive way to any persons providing service under this Policy

## **Taxi Bookings**

In some circumstances it can be quicker and easier for You to arrange a taxi. We may ask You to make Your own arrangements for taxi service. If so please send Your receipts to Us and We will reimburse You.

## **Service providers**

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged by RAC on Your behalf and/or paid for under the terms and conditions by RAC on Your behalf are not approved by RAC. They are not agents of RAC and RAC cannot be held liable for acts or omissions of such garages or other third parties. You are responsible for authorising repairs and making sure any repairs to Your Bike are carried out to Your satisfaction.

## **Bike insurance**

RAC Breakdown Cover is not Bike vehicle insurance. Please refer to the section of Your Bennetts Bike Insurance Policy relating to Continental Use.

## **SERVICE IN THE TERRITORY ONLY**

### **Availability of service in Eastern Europe**

Every effort is made by RAC to make sure that a good quality service is provided in Eastern European countries but this may not necessarily be to the same standards as in Western Europe. The situation varies from country to country but time delays may occur, telephones are sometimes not available, garage facilities may be inadequate, spare parts are often not available, etc. You should also be aware that unleaded fuel may not be widely available.

Service in certain countries may become disrupted or unavailable due to prevailing conditions, for which RAC cannot accept liability. Information can be obtained from the Foreign & Commonwealth Office – [www.fco.gov.uk](http://www.fco.gov.uk); or by telephoning The FCO Travel Advice Unit on: 0845 850 2829.

### **Important self-drive hire car information**

Self-drive car hire arranged under Your cover will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full UK car driving licence or equivalent for a minimum of one year (two years for France).

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the car. The name on the credit card and the name of the driver of the hire vehicle must be the same. Switch cards and debit cards are not acceptable. If You leave a hire car at a different location to the one arranged by the RAC control centre You must pay any collection charge which may be made.

Please note that many car hire companies across Europe charge a damage excess which is not covered by the collision damage waiver (CDW). This means that if the car is damaged during the hire period You could be liable for the equivalent of the first £150 – £550 (approximately) and have Your credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The CDW covers the amount above the excess.

In some parts of Europe hire cars are not allowed to cross national borders. In Greece and Eastern Europe international drop-offs are not permitted. It may be necessary therefore to arrange two hires or alternative transport to complete Your journey. A car hired abroad must not be brought into the United Kingdom. A second car hire will be arranged for the United Kingdom part of Your journey.

We cannot guarantee a hire car will be available. We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class vehicles and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired car and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc.

You may have to collect a hired car from the nearest available place of supply.

### **Repayment of credit**

You must pay back to Us on demand:

1. any costs We have paid for which You are not covered under Your Policy
2. the cost of any spare parts supplied.

### **Spares dispatch**

After You have asked the appropriate RAC control centre to dispatch parts You are responsible for paying for them in full, even if You later obtain them locally.

We will arrange to dispatch parts as quickly as possible but delays will occur at weekends and bank holidays. We will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

### **Policy exclusions (service in the UK and abroad)**

In addition to any limits and exclusions noted elsewhere in this Policy, We will not cover:

1. Costs for anything which was not caused by the incident You are claiming for
2. Bikes which have broken down as a result of taking part in any motor sport event or off road activity (including, without limitation rallies) which takes place off the road and / or is not subject to the normal rules of the road. However, Bikes participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered
3. Any Claim if You Breakdown at a motor traders premises, garage or premises offering Bike repair
4. The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part(s) entitled "Terms and Conditions".

Please note these costs in Europe are likely to be higher than in the UK

5. Loss caused by any delay, whether the benefit or service is being provided by Us or someone else (for example a garage, hotel, car hire company, carrier, etc)

6. Any incident affecting a car hired under the terms of this Policy
7. Routine servicing of Your Bike
8. The cost of a glass or tyre specialist. We will arrange for Your Bike to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Bike. Any other Recovery may be arranged but You will be liable for any additional costs
9. The cost of a locksmith if You lose, break, or lock Your keys in Your Bike. If We are unable to retrieve the keys from Your Bike for any reason, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Bike to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Bike. Any other Recovery may be arranged but You will be liable for any additional costs.
10. Any Claim caused directly or indirectly by:
  - a) Your property being held, taken, returned, destroyed or damaged under the order of any government or other authority;
  - b) war, invasion, civil unrest, revolution, terrorism or any similar event
11. Any Claim caused directly or indirectly by the overloading of Your Bike and/or any trailer
12. Any Claim as a result of Bike Breakdown due to:
  - a) running out of oil or water;
  - b) frost damage;
  - c) rust or corrosion;
  - d) tyres which are not roadworthy
  - e) using the incorrect fuel.
13. Any Claim caused directly or indirectly by the effect of intoxicating liquors or drugs
14. Any Claim where Your Bike is being ridden by persons who do not hold a full United Kingdom or other recognised and accepted driving licence
15. Any Claim which You have made successfully under any other policy of insurance held by You. If the value of Your Claim is more than the amount You can get from Your other insurance We may pay the difference subject to these Policy limits and exclusions
16. The cost of any transportation, accommodation or care of any animal. Any onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We may undertake
17. Any period outside Your Period of Cover
18. Any Bike that does not conform to the following specification:
  - a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM);
  - b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).

The Vehicle restrictions apply equally to trailers except that the maximum length of trailers must not exceed 7.6m. If the Bike which has suffered a Breakdown is towing a trailer and We provide recovery, the trailer will be recovered together with the Bike to a single destination. Other than as set out above trailers are not covered under this Policy If the Bike requires repatriation We will arrange for repatriation of the trailer as well.
19. Bikes under 121cc for European Cover
20. Any Claim by You unless You are Resident of the United Kingdom and the Bike is registered with the DVLA in Swansea or Northern Ireland

21. Any Bike which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to Europe within Your Period of Cover. You must also make sure it is serviced as the manufacturer recommends
22. Any Bike carrying more persons than recommended by the manufacturer, up to a maximum of 3 persons (including the rider).
23. Your Bike if it is unattended
24. Any personal effects, valuables or luggage left in Your Bike or in any trailer or any other item being towed by or used in conjunction with the Bike. These are Your responsibility
25. Specialist Equipment costs. We will however arrange for the specialist services if needed, but You will have to pay any additional costs direct to the contractor
26. Any costs which are not directly covered by the terms and conditions of this Policy
27. Bikes which were broken down or unroadworthy at the start of this Policy
28. It is a legal requirement that Bikes used or recovered with their wheels in contact with the public highway must have a valid current excise license (tax disc). Where no current excise license (tax disc) is displayed We will attempt to fix Your Bike at the roadside but will not provide any other service or benefit. This does not apply to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles including certain old vehicles, agricultural vehicles and emergency vehicles. For further information please contact DVLA at [www.dvla.gov.uk/](http://www.dvla.gov.uk/)
29. The costs of any parts provided by RAC to fix Your Bike at the roadside must be paid in full by credit/debit card at time of Breakdown before work can commence.

### **European Claims Procedure and Conditions**

When providing assistance We make every effort to arrange on Your behalf all costs within the limits set out in this document. However, in some instances You may be asked to pay locally and reclaim costs on Your return to the United Kingdom. There may also be occasions when You arrange and pay for assistance direct and wish to reclaim the cost.

RAC European Cover Claims are handled by: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ

If You have any enquiries relating to repatriations or Claims associated with Our European Service, please contact Us on 0870 549 3320 (Calls may be recorded and/or monitored) email: [customercareoperations@rac.co.uk](mailto:customercareoperations@rac.co.uk)

If You have paid any cost which You believe is covered, please telephone RAC for a claim form immediately on Your return Home, quoting Your Policy reference number. When returning Your completed claim form You should enclose relevant original receipts (not photocopies).

### **Receipts**

You must keep all relevant original receipts (not photocopies) as they will be needed for any Claim. We may refuse to arrange reimbursement of expenses You are claiming back if You cannot provide original receipts or bills for the items You have paid. Payment of Claims depends on You complying with the following conditions.

1. You must make any Claim on an RAC claim form, please bring Your Claim to RAC's attention as soon as you can (if possible within 28 days) after You return to the United Kingdom. Claims which are not on an RAC claim form will not be accepted. This does not affect your statutory rights to take legal action or exercise any other legal remedy.
2. If We pay out money for You under Your Policy We can take over Your right to get that money back. You must cooperate with Us as much as possible if requested by Us.

3. You must do all You can to prevent Accident, injury, loss or damage, as if You were not covered.
4. You must forward to Us any writ, summons, legal document or other communication about the Claim as soon as You receive them.
5. You must obtain any original receipts, certificates, police reports, evidence, etc. and give all the information and help We may need at Your expense. This includes medical certificates and details of Your household insurance if necessary.
6. You must not admit liability or offer or promise payment without RAC's written permission.
7. The Bike must be in roadworthy and in good mechanical condition when You commence Your journey.
8. If any Claim is found to be fraudulent in any way Your Claim will be forfeited.

You must, within 7 days of any request from RAC, send to RAC copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should You make a claim following a road traffic incident.

### **Caring for Our Customers**

We are committed to providing You with the highest standard of service and customer care. We realise, however, there may be occasions when You feel You did not receive the standard of service You expected. Should You have cause for complaint about any aspect of the service We have provided to You and You have already called Customer Services, who have been unable to resolve the matter to Your complete satisfaction, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

If You have used Our breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it).

Please quote Your full name, contact telephone number or Policy number and where applicable Your Bike registration in any communication.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ or email: [breakdowncustomer-care@rac.co.uk](mailto:breakdowncustomer-care@rac.co.uk).

If you are dissatisfied with any aspect of service received under Your **European Cover** please write to Us at Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ

Freephone from the UK on 0800 107 5861 or from Europe on 00 44 (0) 161 332 1040 (Calls may be recorded and/or monitored). Fax: 01922 746 528

Email: [customer-care-operations@rac.co.uk](mailto:customer-care-operations@rac.co.uk)

If You are dissatisfied with any other aspect of the services provided to You please contact

Customer Services on 0844 412 2171. If you prefer to put your complaint in writing please send it to Bennetts Customer Relations Manager, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU.

In either case, We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures. In the unlikely event that We cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service at the following address: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

### **Regulatory Status**

RAC Motoring Services (in respect of insurance mediation services only) and RAC Insurance Limited are authorised and regulated by the Financial Services Authority. You can check our authorisation on the FSA's Register by visiting [www.fsa.gov.uk/](http://www.fsa.gov.uk/) or by contacting the FSA on 0845 606 1234.

RAC Motoring Services and RAC Insurance Limited are subsidiaries of Aviva PLC.

### **Registered Address**

RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of 8 Surrey Street, Norwich, NR1 3NG

### **Financial Services Compensation Scheme**

RAC Motoring Services (in respect of insurance mediation activities only) and RAC Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and the circumstances of any claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

### **Protecting your Information**

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is BLSL Limited.

### **Choice of Law**

The laws of England and Wales govern Your Policy, unless You and RAC agree otherwise and the agreement has been put in writing by RAC.

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **Cancellation**

If Your Breakdown Cover is shown as an optional extra on Your Policy Schedule, You may cancel this Policy at any time by contacting Customer Services on the number shown in Your Bennetts Bike Insurance Policy documents. There is no cancellation fee for cancelling within the first 14 days of receiving your policy. Where Your Breakdown Cover is shown as an optional extra on Your schedule and You cancel within the 14 day period You will only pay for time on cover. If however You cancel after the 14 day cancellation period has expired You will not be entitled to a refund.

If Your Breakdown Cover is shown as included on Your Policy schedule this cover cannot be cancelled without cancelling Your main Bennetts Bike Insurance Policy.

Breakdown Cover must run alongside Your Bennetts Bike Insurance Policy. If You cancel Your Bennetts Bike Insurance Policy, all cover under this Breakdown section will cease from the date of cancellation.

We or Bennetts may cancel Your Breakdown Cover by giving You seven days notice. We or Bennetts will send notice of cancellation to Your last known address.

We may cancel the Breakdown Cover immediately if You do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

## PERSONAL ACCIDENT

This section is applicable only if the Policy Schedule shows that Personal Accident cover is included.

### The Cover

If you suffer bodily injury as a result of an accident within the territorial limits whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to your motorcycle insured under Section 1 during the period of insurance and which within 104 weeks of the date of the incident solely and independently of any other cause results in your death, permanent total disablement, loss of sight, loss of speech, loss of hearing or loss of limb or limbs we will pay you the applicable benefit as shown below.

Condition resulting in the bodily injury	Benefit Amount
1. Death	£10,000
2. Permanent total disablement	£10,000
3. Loss of sight	£10,000
4. Loss of speech	£10,000
5. Loss of hearing	£10,000
6. Loss of limb or limbs	£10,000
7. Loss of Jaw	£10,000

If more than one benefit is payable for injuries you sustain in a single incident that gives rise to a claim the maximum total amount we will pay for all benefits is £10,000.

If you are hospitalised within the United Kingdom as a direct result of bodily injury sustained as a result of an accident within the territorial limits whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to your motorcycle insured under Section 1 during the period of insurance we will pay you £50 for each night you are hospitalised (excluding the first night) up to a maximum of £350.

### Definitions

**You, your** means the person named in the Policy Schedule as the Policyholder.

**We, us, our** means Groupama Insurance Company Limited Registered Number 995253 Registered in England Registered Office: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Member of the Association of British Insurers authorised and regulated by the Financial Services Authority.

**Bodily injury** means physical injury caused solely and directly by a sudden external unforeseen and identifiable accident.

**Hospitalised** means you being admitted to a hospital in the United Kingdom as an in-patient for medical, surgical or other remedial attention, treatment or diagnosis by a medical practitioner.

**Expert medical specialist** means a person other than you or a member of your immediate family or an employee of yours who is qualified as a consultant in the branch of medicine to which the bodily injury relates.

**Loss of jaw** means the surgical removal of the jaw, which is necessary in the opinion of an **expert medical specialist**.

**Loss of limb or limbs** means the complete loss of a limb or limbs by physical separation of

- i) an arm at or above the wrist; or
- ii) leg at or above the ankle; or  
the total loss of use of an arm or leg which in the opinion of an expert medical specialist will not be recovered.

**Loss of hearing** means the complete loss of hearing in both ears that has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist will not be recovered.

**Loss of speech** means the complete loss of speech that has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist will not be recovered.

**Loss of sight** means the permanent and total loss of sight that will be considered as having occurred

- i) in both eyes if your name is added to the Register of Blind Persons; or
- ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning that you see at 3 feet what you should see at 60 feet).

**Medical practitioner** means a person other than you or a member of your immediate family or an employee of yours who is qualified and licensed to practice medicine.

**Period of insurance** means the period shown in the Policy Schedule.

**Permanent total disablement** means disablement which has lasted for 52 consecutive weeks and which in the opinion of an expert medical specialist will prevent you from engaging in gainful employment of any and every kind for the remainder of your life.

### **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, the Republic of Ireland, Belgium, Denmark, France (including Monaco), Germany, Greece, Italy (including San Marino and the Vatican City), Luxembourg, the Netherlands, Portugal, Spain, Andorra, Austria, Finland, Iceland, Norway, Sweden, Switzerland (including Liechtenstein), the Czech Republic, Slovakia, Hungary and Gibraltar.

### **Exclusions**

We will not pay benefit for bodily injury directly or indirectly caused by or contributed to or arising from:

- i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- ii) any act of terrorism of any kind including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear;
- iii) your use of a motorcycle for any business trade commercial or professional purposes including but not limited to use as a courier, despatch rider, fast food delivery rider;
- iv) you committing or attempting to commit suicide or intentional self injury;
- v) any sickness illness or disease;
- vi) pregnancy or childbirth;
- vii) you committing a criminal or unlawful act;
- viii) you being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a medical practitioner;
- ix) deliberate exposure to danger except in an attempt to save human life;
- x) your use of a motorcycle not in a roadworthy condition;
- xi) participation in any racing rallies competitions speed tests time trials track days or off road activity of any description or while you are serving a ban from holding a motorcycle licence;
- xii) your participation in active service in any armed forces;
- xiii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- xiv) muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the period of insurance and which is not aggravated by any previous muscular or skeletal condition or injury.

## Claims Procedure

When you become aware of an incident that could lead to a claim you must notify Bennetts Claims helpline as soon as reasonably possible by phoning 0800 975 9166.

## Claims Conditions

- i) You must place yourself under the care of a medical practitioner and follow their advice.
- ii) You must, at your expense, provide us with any reports certificates information and evidence that we ask for and do so in the manner we request.
- iii) If we request it you must undergo medical examination at our expense.
- iv) Any disability that exists or existed prior to an incident will be taken into account in considering a claim under this insurance.
- v) You must notify the Police immediately following any incident likely to give rise to a claim under this insurance.
- vi) No amount payable will bear interest.

## Conditions

### Duty of Care

You must take all reasonable care to protect yourself against bodily injury.

### Observance

Our liability is conditional on your observance of the terms and Conditions of this insurance.

### Assignment

Unless we agree to do so we will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this insurance.

### Fraud

We will not pay any claim if it is in any respect dishonest or fraudulent.

### Jurisdiction

This insurance will be governed by and construed in accordance with English law and will be subject to the jurisdiction of the English courts.

The Contracts (Rights of Third Parties) Act 1999

It is not intended that The Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this insurance in favour of any third party.

### Arbitration

If any dispute arises between you and us over the amount payable it will be referred to an arbitrator jointly appointed by you and us in line with the law at the time. The decision of the arbitrator will be final and binding on both you and us and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either you or us, the arbitrator will decide who will pay the costs.

## Cancellation

If **you** have paid an additional premium for Personal Accident cover (this is stated on **your** Policy Schedule), **you** may cancel this Personal Accident cover at any time by phone on 0844 412 2171 or by post at Bennetts Customer Services, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU. There is no cancellation fee for cancelling within the first 14 days of receiving **your** policy. Where an additional premium has been paid for Personal Accident cover and **you** cancel within the 14 day period **you** will only pay for time on cover. If however you cancel after the 14 day cancellation period has expired **you** will not be entitled to a refund.

If **your** Personal Accident cover has been included in **your** policy as standard (this is stated on **your** Policy Schedule) this cover cannot be cancelled without cancelling **your** main Bennetts Bike Insurance Policy. Personal Accident cover must run alongside **your** Bennetts Bike Insurance Policy. If **you** cancel **your** Bennetts Bike Insurance Policy, all cover under this Personal Accident cover will cease from the date of cancellation.

**We** or Bennetts may cancel **your** Personal Accident cover by giving **you** seven days notice. **We** or Bennetts will send notice of cancellation to **your** last known address.

**We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

## **Customer Care**

We are committed to delivering the highest standards of customer care and are always interested in your feedback.

## **Our Commitment to You**

We will make sure all the information we give you will be clear, fair and accurate.

We will always try to be fair and reasonable whenever you need the protection of this policy.

We will also act promptly to provide that protection.

## **If things go wrong**

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 in place procedures to investigate and remedy any area of concern.

Any enquiry or complaint relating to this Personal Accident insurance or a Personal Accident claim should be addressed in the first instance to:

Bennetts Customer Service Manager, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU

Tel: 0844 412 2171

We promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to the Chief Executive Officer, at: Groupama Insurances Groupama House, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB Tel: 0870 850 8510

## **Financial Ombudsman Service Limited**

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

The address is:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0800 0234567

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

## **Financial Services Compensation Scheme**

We, Groupama Insurance Company Ltd are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0207 741 4100.

## **Financial Services Authority**

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/)), which includes a register of all the firms they regulate or you can phone them on 0845 606 1234.

## HELMET AND LEATHERS COVER

This section is applicable only if the Schedule shows that Helmet and Leathers cover is included.

This section is underwritten by Equity Red Star. Equity Red Star is managed by Equity Syndicate Management Limited in the United Kingdom and is authorised and regulated by the Financial Services Authority. **Our** FSA registration number is 204851.

Equity Syndicate Management Limited is registered in England and Wales number 426475. Registered office: Library House, New Road, Brentwood, Essex CM14 4GD.

## THE CONTRACT OF INSURANCE

This document and the schedule form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

This document sets out what it and what is not covered, together with the sum insured and any special terms that may apply. Please check that it meets your needs and that you understand it.

Signed for and on behalf of  
EQUITY RED STAR  
MARK BACON

## DEFINITIONS

The following words or phrases in **bold** have the same meaning whenever they appear in this document and schedule.

### Motorcycle clothing

Leather clothing, protective **motorcycle clothing**, boots, gloves and helmet that **you** own or are legally responsible for while being worn by **you**.

### Period of insurance

This is the length of time covered by this insurance as shown in the schedule and any extra period for which **we** accept **your** premium.

### United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

### We, us, our

Equity Red Star, 52 Leadenhall Street, London, EC3A 2BJ, which is made up of the Lloyd's underwriters who have insured **you** under this insurance. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

### You, your

The person named in the schedule as the insured.

## WHAT IS COVERED

Up to £750 for loss or damage to **motorcycle clothing** as a result of a motorcycle accident, anywhere in the **United Kingdom**.

## MAKING A CLAIM

If a claim occurs, **you** must report it as soon as possible. Please telephone our 24 hour helpline on 0800 975 9166. The incident must also be reported to your motorcycle insurers.

**We** will decide whether to pay the cost of repairing **motorcycle clothing**, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. **We** will take off an amount for wear and tear in respect of leathers, boots and gloves.

**We** will not pay the cost of replacing any undamaged **motorcycle clothing** forming part of a pair or set of the same type, colour or design if the damage happens to a particular area or specific part and a replacement cannot be matched.

**You** must give **us** at **your** own expense any proof of purchase, receipts or information **we** need.

Each loss is subject to a £50 excess.

## Our rights after a claim

**We** may take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner. However, **you** must not abandon the **motorcycle clothing**.

Before or after **we** pay **your** claim under this insurance, **we** may take over or settle any claim in **your** name.

**We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

## GENERAL EXCLUSIONS

The following exclusions apply to this insurance.

This insurance does not cover loss or damage to the **motorcycle clothing** caused by, contributed to, or arising from the following:

- 1 Radioactive contamination from:  
ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel;  
or  
the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, moth, any cause that happens gradually, or mechanical or electrical breakdown.
- 5 Damage to a passenger's **motorcycle clothing**.
- 6 Theft.
- 7 Accidental Damage (other than as a result of a motorcycle accident in the United Kingdom).
- 8 Any legal liability.
- 9 Racing, competitions, rallies, trials, speed testing, off-road or track days courier and / or messenger services, hire or reward, use in the motor trade and business other than daily travel.

## GENERAL CONDITIONS

The following conditions apply to this insurance.

- 1 **Reasonable care**  
**You** must keep the **motorcycle clothing** in a good state of repair and take all reasonable care to prevent loss or damage.
- 2 **Telling us about a change**  
**You** must tell **us** if **you** change **your** address or if there is any change in the information given to **us** that is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.
- 3 **Fraudulent claims**  
If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.
- 4 **Cancellation**  
If **you** have paid an additional premium for Helmet & Leathers cover (this is stated on **your** Policy Schedule), **you** may cancel this Helmet and Leathers Cover at any time by phone on 0844 412 2171 or by post at Bennetts Customer Services, Unit 25, Tresham Road, Orton Southgate, Peterborough, PE2 6BU. There is no cancellation fee for cancelling within the first 14 days of receiving **your** policy. Where an additional premium has been paid for Helmet and Leathers Cover and **you** cancel within the 14 day period **you** will only pay for time on cover. If however **you** cancel after the 14 day cancellation period has expired **you** will not be entitled to a refund.  
  
If **your** Helmet & Leathers cover has been included in **your** policy as standard (this is stated on **your** Policy Schedule) this cover cannot be cancelled without cancelling **your** main Bennetts Bike Insurance Policy.  
  
Helmet and Leathers Cover must run alongside **your** Bennetts Bike Insurance Policy. If **you** cancel **your** Bennetts Bike Insurance Policy, all cover under this Helmet and Leathers Cover will cease from the date of cancellation.  
  
**We** or Bennetts may cancel **your** Helmet and Leathers Cover by giving **you** seven days notice. **We** or Bennetts will send notice of cancellation to **your** last known address.  
  
**We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.
- 5 **Other insurance**  
If, at the time of any loss or damage covered under this insurance, **you** have any other insurance that covers the same loss or damage, **we** will only pay our share of the claim.

## COMPLAINTS HANDLING

We will always do **our** best to ensure **your** complete satisfaction, however if **you** do have cause to complain, please write in the first instance to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London, EC3A 2BJ. Please quote the reference number shown on the schedule.

After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask Lloyd's to review **your** case. The address is: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA. Phone: 020 7327 5693; Fax: 020 7327 5225; E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS) The address is: The Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR.

(These procedures do not affect **your** rights to take legal action if necessary).

### Financial Services Compensation Scheme (FSCS)

If Equity Red Star is unable to meet its liabilities under this insurance, **you** may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. **You** can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

# DATA PROTECTION NOTICE

**PLEASE READ** this notice as it explains the purposes for which we will use personal data and sensitive personal data which we hold. **PLEASE show this notice to anyone insured to drive the vehicle covered under this policy.**

For the purposes of the Data Protection Act 1998 the Data Controller in relation to the personal data you supply is BISL Limited.

## **Insurance Administration, Renewal and Claims Handling**

Information you supply may be used for the purpose of insurance administration, renewal and claims handling by the insurer, its agents, re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as Electoral Register, County Court Judgements, bankruptcy or repossession information. Information may also be shared with other insurers either directly or via those acting for the insurer such as Loss Adjusters or investigators.

## **Credit Searches**

In assessing your application /renewal, we may search files made available to us by Credit Reference Agencies. They may keep a record of that search. We may also pass to Credit Reference Agencies information we hold about you and your payment record with us. Credit Reference Agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained and this together with other factors will be used to accept or reject your application.

## **Marketing and Market Research**

BISL Limited part of the BGL Group of Companies and other carefully selected companies may use your information to keep you informed by post, telephone, email, SMS or other means of products and services which may be of interest to you. They may also contact you to conduct market research. Your information may also be used for the above purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to the Compliance Officer at the address below.

## **Claims & Underwriting Exchange Register**

Insurers pass information to the Claims and Underwriting Exchange Register run by Insurance Database Services Limited (IDS Ltd), the Hunter Database, run by MCL Software Ltd and the Motor Insurance's Anti Fraud and Theft Register, run by the Association of British Insurers (ABI) to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may give rise to a claim. When you tell us about an incident, we will pass this information to the Registers. You can ask us for more information about this.

**Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police to establish whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and the MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from us, or at [www.miic.org.uk](http://www.miic.org.uk).

**Sensitive Personal Data**

In order to assess the terms of the insurance contract or administer claims, we will need to collect personal data which the Data Protection Act 1998 defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract, you will signify your consent to such information being processed by the insurer or its agents.

Following payment of a fee you are entitled to request a copy of information we hold about you. If you have any questions or you would like to find out more about this notice please write to the Data Protection Officer, Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS.

**Overseas Transfer of Data**

We and the other companies processing your data for the purposes mentioned above may from time to time need to undertake some of the processing in countries outside of the European Economic Area which may not have laws to protect your personal data but in all cases we will ensure that it is kept securely and only used for the purposes for which you provided it.

# KEY CONTACTS

Customer Helpline Lines open 8am - 9pm weekdays,  
9am - 5pm Saturdays, 10am - 4pm Sundays  
Free 24 hour Accident/Incident Helpline  
RAC Breakdown Helpline  
Instalment Scheme Advice Line

**0844 412 2171\***

**0800 975 9166**

**0800 058 2368**

**0870 990 7967**

## KEY CONTACTS



Write your Bennetts Policy Number here:

Write your Renewal Date here:

Customer Helpline Lines open 8am - 9pm weekdays,  
9am - 5pm Saturdays, 10am - 4pm Sundays

**0844 412 2171\***

Free 24 hour Accident/Incident Helpline

**0800 975 9166**

RAC Breakdown Helpline

**0800 058 2368**

Instalment Scheme Advice Line

**0870 990 7967**

\*Calls to our 0844 numbers cost 5p per minute from a BT landline. Network charges may vary and calls from mobile phones may be considerably more. Please check with your provider.



# KEY CONTACTS



Bennetts is a trading name of BISL Limited. Registered in England (No.3231094). Registered Office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS. BISL Limited is an independent intermediary dealing with selected insurers and authorised and regulated by the Financial Services Authority.

A230/07/11/FSA