

# POLICY DOCUMENT



Free Accident Helpline – 24 hours a day

call **0800 975 9166**

# INTRODUCTION

Thank you for choosing Bennetts to arrange your motorcycle insurance.

Your insurance has been placed with a company we have selected for you and we will deal with the insurance on their behalf.

This booklet contains a number of sections setting out the terms of your insurance and also contains a number of additional policy options. These additional policy options do not automatically form part of your insurance policy. They are additional benefits available only if you have paid the necessary premium to have them included. You can easily confirm what options you have selected by referring to your policy schedule.

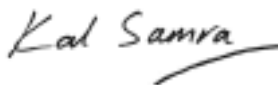
Please check your insurance documents and let us know immediately if any of the details are incorrect. We will always be delighted to answer any questions you may have concerning your insurance, simply contact our Customer Services helpline on 0870 333 0008.

Remember if you are unfortunate enough to be involved in an accident or your bike is stolen or damaged, you can contact our free 24 hour helpline on 0800 975 9166. If you have no Roadside Rescue provision on your policy, and you need assistance call 0800 058 2369.

Our aim is to give the very best service at all times. However, should you feel dissatisfied or have any comments about our service, please contact our Customer Relations Manager at Bennetts, Fusion House, Bretton Way, Peterborough, PE3 8BG. Please also refer to the details within this booklet.

We are pleased that you have arranged to insure your motorcycle through us and we look forward to being of service for many years to come.

Yours sincerely,

A handwritten signature in black ink that reads "Kal Samra". The signature is written in a cursive style with a long horizontal stroke underneath the name.

Kal Samra

Managing Director, Bennetts

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# HAD A BIKE ACCIDENT THAT WASN'T YOUR FAULT - TRUST BENNETTS

If you have had a bike accident,  
give our team of legal experts a call  
- you could be entitled to all of this:

- 100% of any compensation won
- Free replacement hire bike\*
- Access to expert medical team\*
- Quick and pain free service
- Reclaim expenses associated with the accident - Loss of earnings...\*

bike insurance | made for bikers



call 0800 975 9166  
visit [bennetts.co.uk](http://bennetts.co.uk)  
Helpline open 24hrs a day

\*Subject to Terms and Conditions

# 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 Ltd 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 policy is a contract of indemnity 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/ or 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.

## 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.

## Indemnity to Legal Personal Representatives

In the event of the death of anyone insured under this section, we will indemnify 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 including any indirect loss 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 45 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 reduce the premium you pay when you renew it according to 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 protected or 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 consequential loss, resulting or arising from: any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, 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 by recorded delivery and Road Traffic Act cover only will have been in force from the date of the first instalment you missed. 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.

### **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 recorded delivery 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, Fusion House, Unit 2, Parkside Business Park, Mile Lane, Coventry, CV1 2TR.

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. We make charges on the following scale. See next page for details. 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 'Key Facts about our insurance services' document.

### **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 0870 333 0008.

### **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:

- a) if you require cover for a replacement motorcycle to that shown in the Schedule BEFORE cover is required;
- b) of changes of address or occupation IMMEDIATELY;
- c) 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 0870 333 0008. 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 Customer Relations Manager, Bennetts, Fusion House, Bretton Way, Peterborough, PE3 8BG.

### 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 to meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of 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
- Roadside Rescue
- Instalment Protection Plan
- 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 IGI Insurance Co Limited 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:-

##### **Appointed 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.

##### **ACM**

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

##### **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 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 Indemnity**

A maximum of £100,000 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**

I.G.I. Insurance Company Limited

**Uninsured Loss**

Any loss, including injury or consequential loss 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. INDEMNITY**

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 indemnify 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 Indemnity.

**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 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 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 Clause 16.
- 6.3 Where appropriate We will pass the matter to an Appointed 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 Representative shall be a solicitor nominated by Us.
- 6.5 In respect to events occurring outside the United Kingdom, if 6.4. above is applicable, the Appointed Representative shall be a United Kingdom based solicitor who will initiate proceedings in the United Kingdom in accordance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.
- 6.6 We will only authorise a transfer of representation to another Appointed 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 Representative and in particular We and the Appointed 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 Representative in relation to any Claim at all times.
- 7.3 The Insured Person must instruct the Appointed Representative to produce to Us immediately any documents, information or advice in his possession. The Insured Person must also give the Appointed 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 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 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 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 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 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**

Indemnity will only be provided if We and, where applicable, the Appointed 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 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 indemnity.
- 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 indemnify 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 Representative to act further for the Insured Person for a reason which We consider is justified unless We agree to another Appointed Representative being instructed.
- 13.4 any case where the Insured Person has misled Us or the Appointed 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 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 consequential loss.

- 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 indemnity.
- 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.
- 13.19 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 Representative, or which the Insured Person or the Appointed 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 you are not satisfied with the way the complaint has been dealt with you should write to:

The Managing Director, I.G.I. Insurance Company Limited, Market Square House, St. James's Street, Nottingham, NG1 6FG, telephone 0115 941 1022.

If you are still not satisfied, you can contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel 0207 964 1000.

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. 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.

1 This document is Your Policy and Guide to the range of services available to You under Your Motor Legal Protection Policy.

2 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 you seven days' notice by recorded delivery. We or Bennetts will send notice of cancellation to your last known address. You may cancel this policy at any time by phone on 0870 333 0008. or by post at Bennetts Customer Services, Fusion House, Unit 2, Parkside Business Park, Mile Lane, Coventry, CV1 2TR. There is no cancellation fee for cancelling within the first 14 days of receiving your policy therefore you will pay for time on cover only. Legal Expenses Cover is non-refundable after the 14 day cancellation period has expired. If you cancel the main policy, this policy will also be cancelled.

## Section 2

Agreement for the Provision of Ancillary Services.

ACM will, in addition to the indemnity 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 undriveable 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.

## Roadside Rescue

This section is applicable only if the schedule shows that Roadside Rescue cover is included.

This section is underwritten by RAC Motoring Services.

### DEFINITIONS

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

#### **Breakdown**

means unforeseen mechanical or electrical failure during the Period of Cover in the UK or the Territory which has either immobilized Your Bike or made it unsafe to ride.

#### **Conditions of Claim**

means those conditions set out in this Policy.

#### **Home**

means the address where You live in the United Kingdom.

#### **The Party/Your Party**

means the persons including You, travelling with You on the Bike.

#### **Period of Cover**

means the period covered by this Policy being 12 months from the date of payment for this Policy.

#### **Policy**

means Your RAC European Motoring Assistance 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.

#### **Territory**

means those countries highlighted in the table on page 22

#### **United Kingdom/UK**

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

#### **Bike**

means the Bike specified by You as being eligible to receive services under this Policy.

#### **We/Our/Us/RAC**

means RAC Motoring Services and/or RAC Insurance Limited.

#### **You/Your**

means the person named on the Bennetts bike insurance policy when riding the Bike or any other person riding the Bike with the owners consent.

### POLICY PROVIDERS

Certain of the benefits and services provided under Your Policy are insurance products as defined under the Financial Services and Markets Act 2000. Such benefits and services are provided by RAC Motoring Services, company registration number 1424399, whose registered office is at RAC House, 1 Forest Road, Feltham, TW13 7RR

RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Services Authority and within the jurisdiction of the Financial Ombudsman Service and Financial Services Compensation Scheme.

## DETAILS OF SERVICES

### Service in the UK

#### UK Claims Procedure and Conditions

If You are unfortunate enough to Breakdown, please follow these simple steps:

1. Telephone RAC on the following helpline number 0800 058 2368
2. Advise the operator that you are a Bennetts policyholder
3. Quote your Bike registration number
4. 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.

#### Bikeguard

Bikeguard operates in the UK.

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

We will try to repair Your Bike at the roadside. Bikeguard 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 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).

Bikeguard does not cover:

- Breakdowns which would be prevented by routine servicing of Your Bike
- Replacing tyres or windscreens
- Missing or broken keys. We will try to arrange the services of a locksmith but You will have to pay for them
- The cost of ferry crossings, road toll and congestion charges
- Bikes being demonstrated or delivered by motor traders, or used under trade plates
- Bikes, which, according to our patrol or contractor, had broken down or were unroadworthy before You took out Your Policy
- Bikes, which break down within 1/4 mile of Your Home address or where You normally keep the Bike
- 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 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 wheels have been removed, We can arrange to rectify this but You will have to pay the costs involved.
- Any animals in Your Bike, please note that their onward transportation 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.

## **Bikeguard Plus**

Bikeguard Plus is only available in the UK.

Bikeguard Plus has the same terms and conditions as Bikeguard 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, rider and passenger Home or to a single address anywhere else.

You can use Bikeguard Plus 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 ride (in these cases, We will provide this service as We see fit).

Bikeguard Plus 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 We consider that the original fault of a first Recovery has not been properly repaired.
- Service within 24 hours of commencement of this Policy.

## **At Home**

At Home is only available in the UK.

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

At Home allows You to use Bikeguard within 1/4 mile of Your Home address or where You normally keep the Bike.

At Home does not cover:

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

## **Onward Travel**

Onward Travel is available in the UK only.

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:

- Up to Three day's hire cost of a manual car up to 1600cc for the duration of the repairs to the Bike in accordance with Your Onward Travel entitlement, for one incident
- Insurance (including collision damage waiver)

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

1. Age limits
2. The need to have a current driving license, and, if held, a driving license photo card, with You
3. Limits on acceptable endorsements
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 Bike to You)

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

If We decide that a hire car is not a practicable solution for any reason, hotel accommodation or alternative transport will be provided instead.

### *Alternative transport*

We will reimburse You for standard class rail or other transport of our choice for rider and passenger to reach the end of their journey within the UK. We will pay up to £150 a person.

### *Hotel accommodation*

We will arrange and reimburse You for one night's bed and breakfast for rider and passenger in a hotel of our choice. We will pay up to £150 a 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 Your passenger 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.

What is not covered:

- A second use of the Onward Travel benefits if the original fault has not been properly repaired
- Other charges arising from Your use of the hire car, such as fuel costs, deposit, any insurance excess charges, collecting and returning the Bike 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 require a second or any other type of Bike We will try to arrange this for You, You will have to pay for any additional costs
- If You are unfortunate enough to have an incident with the hire Bike 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

## European Cover

The service covers UK registered Bikes and is available throughout the Territory.

### Service while abroad

#### 1 How To Obtain Assistance In Europe

To obtain help in the event of a Breakdown, accident, fire or theft, or if the only qualified rider is medically unfit to ride, please call the RAC control centre listed under 2 below and state that You have European Cover and give the following information:

- Your name
- Your policy number
- Your location and telephone number – if You are on a **MOTORWAY** see also note 3 below
- The make and registration number of Your Bike.

#### 2 Please call:

UK	0800 058 2368	(freephone)
France Et Monaco	0800 290 112 0472 43 52 55	(freephone within France and Monaco only) (pay call)
Republic of Ireland	1 800 535 005	(freephone)
Rest of Europe	00 33 472 43 52 55	(pay call)
Macedonia	99 33 472 43 52 55	(pay call)
Armenia, Azerbaijan, Belarus, Georgia, Lithuania, Moldova, Russia, Ukraine	810 33 472 43 52 55	(pay call)

The telephone numbers are correct at the time of printing Dec 05.

#### 3 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 Bike. However, this will only be to the recovery company's own depot if they cannot fix Your Bike – contact RAC using the numbers at 2 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 and car phones

RAC will not re-imburse 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 or car phone but when it is, You may still have to pay the cost of any international call. Some service providers charge for calls to freephone numbers. The regulations on the use of mobile and car 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.

## Policy Description

### Service in the UK

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
- Spare parts dispatch	
- Additional accommodation expenses	- £30 per person per day
- Journey continuation or return home	- Maximum of 14 days car hire or second class rail fare
- Replacement rider	
- Bike break-in, emergency repair	
- Accidental damage to or loss of tent	- £30 per person per day
- Urgent message relay service	
- Bike repatriation to United Kingdom	- Limited to the value of the Bike being UK Glass's guide.
- Customs claims indemnity	

### Service after return home

Product	Limitation
- Collection of Bike left abroad for repair	- £600

### **There is an overall policy limit of £2500 applied to this Policy.**

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.

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

### European Roadside assistance

#### Service in the UK

If You are stranded on a public highway through Breakdown of Your Bike on the outward journey from Home to Your point of departure or on the inward journey from Your point of entry to Home We will provide Bikeguard and Bikeguard Plus in accordance with Your UK entitlement.

In addition We will pay a contribution of up to £750, 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.

## Service whilst abroad

We will pay for:

- 1 Attendance of local breakdown or garage services to repair the Bike at the roadside if possible; or
- 2 tow it from the place of Breakdown or accident to the nearest local repairer where You may arrange repairs; and
- 3 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
- 4 Storage charges for the Bike while awaiting repair or repatriation; and
- 5 The cost of wheel changes but not for replacement tyres

We will not pay for:

- 1 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 3 above; or
- 2 Repair costs, including labour, if the Bike was in a road traffic accident, damaged by fire or stolen or is uneconomical; or
- 3 The cost of parts used for roadside or garage repairs; or
- 4 The cost of any repairs not directly necessary to enable the Bike to continue the journey on the date of the Breakdown; or
- 5 The cost of any other supplies, including but not limited to specialist equipment.

If We cannot repair the Bike within 12 hours of being notified of a Breakdown, then We will pay for **either**:

**a. Additional accommodation expenses**

A contribution of up to the amount stated in the part entitled "Policy Description" 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:

- 1 The costs of meals or any other costs.

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:

- (i) continue the planned journey during the period Your Bike is not roadworthy; or
- (ii) return Home by direct route.

Expenses can comprise self-drive car hire up to the limit in the Policy Description 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 sole 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 RAC will not pay any 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 and when Your Bike is recovered in a roadworthy condition.

We will not pay for:

- 1 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.
- 2 The cost of any car hire beyond the period agreed with the appropriate RAC control centre.
- 3 Any car hire expenses after Your Bike is repaired except for the direct Journey to return and collect it.
- 4 First class rail fares.
- 5 Any costs under this benefit if they are for a service You used at the same time as the above section "Additional accommodation expenses".
- 6 International drop charges where a Vehicle hired from abroad is dropped within the UK.
- 7 The costs of hiring a motorcycle.
- 8 Any hire costs not arranged through RAC or agreed by RAC.

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 We will pay for either:

**a. Bike repatriation to the United Kingdom**

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

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:

- 1 Claims for any repatriation not authorised by the appropriate RAC control centre.
- 2 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.
- 3 The cost of repatriation if Your Bike is roadworthy.
- 4 Any claim if Your Bike is being repatriated and Customs in any country find its contents are breaking the law.
- 5 Any further costs in connection with the Bike once declared a write-off by us.

or we will pay for:

**b. Collection of Bike left abroad for repair**

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

- 1 Standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- 2 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).
- 3 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:

- 1 First class rail fares.
- 2 The cost of any meals.
- 3 The costs of more than one person.

**Note:** The appropriate RAC control centre will make the sole decision 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, theft, or any damage which You are entitled to have repaired by Your Bike insurer 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 a 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:

- 1 Freight, handling and ancillary charges for dispatch of spare parts not obtainable locally.
- 2 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 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:

- 1 The cost of meals or any other costs.
- 2 Damage caused by weather conditions.
- 3 The cost of a replacement tent not authorised by Us.
- 4 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:

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

## **Replacement rider**

We will pay for:

The cost of providing a replacement rider to ride Your Bike and Your Party to Your destination or Home, if a registered doctor declares You medically unfit to ride and You are the only qualified rider.

We will not pay:

- 1 Replacement rider cost if there is another qualified rider in The Party who is fit to ride.
- 2 For any costs associated with more than one claim per journey abroad

## **Customs claims indemnity**

We will pay for:

- 1 Continental or Irish Customs claims for duty if:
  - a. 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
  - b. 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 Monday-Friday 9am-5pm.

We will not pay:

- 1 Any import duties not relating to the Bike.

## **POLICY REQUIREMENTS AND LIMITATIONS**

### **A. Service in the UK and Abroad**

#### **Credit card details**

We will require Your credit card details if We arrange a service for You which is not covered by Your Policy or if it exceeds the Policy limits set out in the part entitled "Policy Description" and hire cars. 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 motorcycle.

#### **Trailers**

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 Bikes with tow bars and it may become necessary to repatriate a trailer together with a towing Bike which cannot be repaired abroad by the return date.

#### **Unforeseeable losses or events**

We will not be responsible for any unforeseeable losses nor for any indirect losses, consequential losses, losses of profit, loss of revenue or anticipated savings, loss of contracts, losses that were not caused directly by Us, or for any business losses. This does not reduce Your statutory rights to claim compensation in relation to the services We provide. This does not apply to any claim You have for death or personal injury. 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 Your 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 Policy 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 authorizing repairs and making sure any repairs to Your Bike are carried out to Your satisfaction.

## **B. Service Abroad only**

### **Bike insurance**

RAC Business European Motoring Assistance is not Bike insurance. We strongly recommend You tell Your motor insurers before taking Your Bike abroad. If You do not, Your insurance policy will only cover You for damage You might cause to other people or their property (third party cover). This means that You will not be covered for any loss or damage to Your Bike. Your insurers will also need to know if You are towing a trailer.

### **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: 0870 606 0290.

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

Self-drive car hire arranged under Your Policy will be subject to the normal conditions of the hiring company. These will include limitations on rider age, driving convictions and other licence endorsements etc. The rider must also have held a full UK 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 Bike. 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 rider of the hire Bike 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 Bikes with tow bar, roof rack, roof boxes, automatic gearbox, sports cars, 4x4 or luxury class Bikes and cannot guarantee the hire of minibuses or vans.

We will not be responsible for any delays in obtaining a hired Bike and cannot guarantee to provide it in time to connect with Your pre-booked ferry, etc. You may have to collect a hired Bike from the nearest available place of supply.

## Repayment of credit

You must pay back to Us on demand:

- a. any costs We have paid for which You are not covered under Your Policy;
- b. 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 Your Policy, Your Policy does 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 a motor sport event which takes place off the road and/or is not subject to the normal rules of the road or which Breakdown as a result of a motor sport event which takes place on permanent or temporarily constructed race track (e.g. Snetterton, Oulton Park) or rally circuit. For example, Bikes participating in a treasure hunt, touring assembly or navigational road rally which takes place on the road and comply with normal rules of the road are covered but Bikes participating in any off road rally will not be covered.
- 3 The cost of all parts, garage, labour or other costs in excess of Your Policy limits set out in the part entitled "Policy Description". Please note these costs in Europe are likely to be higher than in the UK.
- 4 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).
- 5 Any incident affecting a Bike hired under the terms of Your Policy.
- 6 Routine servicing of Your Bike, replacing tyres, missing or broken keys, or replacing windscreens. We may be able to arrange for the provision of these Services but You must pay any costs incurred.
- 7 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.
- 8 Any claim caused directly or indirectly by the overloading of Your Bike and/or any trailer.
- 9 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.

- 10 Any claim caused directly or indirectly by the effect of intoxicating liquors or drugs.
- 11 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.
- 12 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 Policy limits and exclusions.
- 13 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.
- 14 Any period outside Your Period of Cover.
- 15 Any Bike other than a car, motorcycle 121cc or over, motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility Bike and provided that the Bike conforms to the following specification:
  - maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Bike Mass (GVM);
  - maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried).

The Bike restrictions apply equally to trailers except that the maximum length of trailers must not exceed 7 m. 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 caravans and trailers are not covered by this Policy in the UK.

In the Territory if the Bike requires repatriation We will arrange for repatriation of the trailer as well
- 16 Any claim by You unless You are Resident of the United Kingdom and the Bike is registered with the DVLA in the United Kingdom;
- 17 Any Bike which is not in roadworthy and in 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.
- 18 Any Bike carrying more persons than recommended by the manufacturer.
- 19 Your Bike if it is unattended.
- 20 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.

## GENERAL

### English law

This Policy is governed exclusively by English Law and any legal disputes in connection with this Policy will be heard in an English Court only.

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 applicable Policy terms and conditions.

Your telephone calls to and from Us may be monitored and recorded for the purposes of staff training and quality assessment. This complies with Ofcom regulations.

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.

## **Cancellation**

We reserve the right to cancel membership after an appropriate warning without refund, if in our reasonable opinion the service has been abused, misused or the vehicle inadequately maintained. We or Bennetts may cancel this policy by giving you seven days' notice by recorded delivery. We or Bennetts will send notice of cancellation to your last known address. You may cancel this policy at any time by phone on 0870 333 0008 or by post at Bennetts Customer Services, Fusion House, Unit 2, Parkside Business Park, Mile Lane, Coventry, CV1 2TR. There is no cancellation fee for cancelling within the first 14 days of receiving your policy therefore you will pay for time on cover only. Roadside Rescue Cover is non-refundable after the 14 day cancellation period has expired. If you cancel the main policy, this policy will also be cancelled.

## **European Claims Procedure and Conditions**

When providing assistance We make every effort to meet on Your behalf all costs within the claim limit. 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 Motoring Assistance claims are handled by RAC European Support, RAC House, 1 Forest Road, Feltham, TW13 7RR telephone 0870 5 49 33 20.

If You have paid any cost which You believe is covered under Your Policy, please telephone Us 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 pay 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 for all of Your Policy.

- 1 You must make any claim on an RAC claim form, please bring Your complaint to Our 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 under Your Policy.
- 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 Our written permission.
- 7 You warrant that Your Bike is roadworthy and in good mechanical condition when You apply for Cover and You will keep it in that condition.
- 8 If any claim is found to be fraudulent in any way Your Policy will be cancelled immediately and all claims forfeited.
- 9 You must, within 7 days of any request from Us, send to Us copies of any European accident statements (called a "Constat d'amiable" in France) and/or any police reports should You use the Policy following a road traffic incident.

## Complaints Handling

### Complaints procedures

We are committed to providing You with the highest standard of service and customer care. We realise however, that there may be occasions when You feel You did not receive the standard of service You expect. Should You have cause for complaint about any aspect of the service We have provided to You, please contact Us at the relevant address indicated below, where We will work with You to resolve Your complaint.

### European related complaints

If Your complaint relates to Services provided abroad please write to:

RAC Europe Customer Services, RAC House, 1 Forest Road, Feltham, TW13 7RR  
Telephone: 0870 405 2252 - Email: ECS@rac.co.uk

Please note that the above number should only be used for complaints about Our level of service, once You have returned Home. Any general enquiries relating to repatriation, claims or other matters associated with Our European Service should be directed to RAC European Support on 0870 5 49 33 20

We will deal promptly with Your query. Unless we can satisfactorily resolve Your complaint within 24 hours, we will send You an acknowledgment within 5 working days, along with a leaflet outlining Our complaints procedure, while We investigate Your complaint further.

If You have received Our final response to Your complaint or it has been 8 weeks since Your complaint was made to Us, and You remain unhappy, You may be entitled to take Your complaint to the Financial Ombudsman Service (FOS). Complaints that can be taken to the FOS are complaints about RAC Motoring Services' insurance mediation activities for Roadside, Recovery and At Home products, and complaints about underwriting and insurance mediation activities for Onward Travel and European Cover. You should write to:

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

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

You have 6 months to refer Your complaint. Referral to the Financial Ombudsman Service does not affect Your right to take legal action against RAC Insurance Limited or RAC Motoring Services.

### UK related complaints

If Your complaint relates to Services provided in the UK please write to:

Customer Care  
RAC Motoring Services  
RAC House  
Brockhurst Crescent  
Walsall  
WS5 4QZ

An acknowledgement that Your complaint has been received will be sent to You within 5 working days following which Your complaint will be investigated on behalf of the Chief Executive.

Please quote Your Policy reference and Bike registration agreement number in any communication.

## Instalment Protection Insurance

This section is applicable only if the schedule shows that Instalment Protection Plan is included.

**IMPORTANT:** This **policy** contains terms that set out what is covered and what is not covered by this insurance. **You** should read this document carefully so that **you** know what insurance **you** have.

**What this policy is for** - Provided **you** have paid **your** premiums, **we** will pay the benefits described if **you** are unable to **work** through **accident/sickness** or become **unemployed**. Full details of **your** cover, the conditions that apply, the claims process and the circumstances when claims will not be met are contained in this **policy**.

### ARE YOU ELIGIBLE FOR COVER UNDER THIS POLICY?

It is particularly important that **you** check that **you** may take out cover under this **policy**.

#### On the start date you must:

- 1.Be the first named customer in **your agreement**; and
- 2.Be living lawfully in the **UK**; and
- 3.Be over 18 and not over 64 years of age; and
- 4.Be in **work**.

## CUSTOMER INFORMATION

Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

If **you** have any queries regarding **your** cover under this policy, please telephone 0870 224 0869

If **you** have hearing or speech difficulties **you** can text telephone us on 0845 271 1475. This document and all **our** literature is available in large print, audio and Braille – **we** will be happy to supply **you** with a copy or **you** can call us on 0870 224 0869.

#### To make a claim please contact:

Creditor Claims Department, Sterling Insurance Group Limited, 50 Kings Hill Avenue, Kings Hill, West Malling Kent ME19 4JX.

Telephone Number: 0870 224 0869

## YOUR RIGHT TO CHANGE YOUR MIND

**You** may cancel this **policy** by phone on 0870 333 0008 or in writing to Bennetts Customer Services, Fusion Parkside, Mile Lane, Technology Park, Coventry CV1 1GY, within 14 days of the **start date** or the date **you** receive **your** documents if this is later. **You** will be charged for time on cover only.

**You** may cancel this **policy** at any time. **We** will not refund any of **your** premium paid. If **you** cancel the main motorcycle **policy**, this **policy** will also be cancelled.

## CONTENTS OF YOUR POLICY

**Your policy** contains the following sections:

### SECTION A

Guide to **your** policy-this section tells **you** who is insured and what benefits **we** will consider.

### SECTION B

Premiums-this tells **you** how you are paying for this **policy**.

### SECTIONS C-D

The benefits **we** will pay and the terms and conditions that apply to them.

## SECTION C

Accident/sickness benefit.

## SECTION D

Involuntary unemployment benefit (including benefits for carers).

## SECTION E

Claims–this section tells **you** what **you** must do if **you** want to make a claim under this **policy**.

## SECTION F

General Provisions–this section tells **you** the general terms that apply to **your policy**.

## SECTION G

Customer Service Information–this section tells **you** how to contact **us** and how to make a complaint.

## SECTION H

Meaning of words –this section tells **you** the meaning of words that are in the **policy** in bold.

## SECTION A–GUIDE TO YOUR POLICY

### 1. Who are your insurers?

Sterling Insurance Company Limited provides **accident/sickness** and **involuntary unemployment** (including **carers**) cover as set out in Sections C and D.

### 2. Who is your lender?

The **lender** under **your agreement** is BISL Limited of Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS.

### 3. Who is insured?

The person named first in the **agreement**

### 4. When does my insurance cover start?

The date when the **lender** advances credit under the **agreement** to **you**.

### 5. When does my insurance cover end?

The end date of **your policy** is the earliest of the following dates:-

- a) The date of **your** death; or
- b) The date **you** reach the age of 65; or
- c) The date **you** no longer have an **agreement** with the **lender**; or
- d) 2 months after the date that **you** do not pay **your** premium for this **policy** on the date it is due.

### 6. What benefits will we pay?

**Accident/sickness** and **unemployment-monthly benefits** as defined in your **policy**.

Please note–if the instalments that **you** have to pay under your **agreement** are changed due to a mid-term adjustment (excluding adjustments due to default or arrears) or renewal of **your insurance policy**, the amount of **monthly benefit** we will pay for a claim will also change and we will pay an amount of **monthly** benefit equal to **your** instalment under **your agreement**.

## 7. How do you qualify for payment of monthly benefits?

### a) Accident/sickness

**You** must have been unable to **work** due to **accident/sickness** for a continuous period of 15 days after which **we** will pay **you** one **monthly benefit**. **We** will then pay a sum equal to one thirtieth of the **monthly benefit** for each additional day **you** remain continuously unable to **work** due to **accident/sickness**.

### b) Involuntary Unemployment (including benefits for carers).

**You** must have been **unemployed** for a continuous period of 30 days, after which **we** will pay **you** one **monthly benefit**. **We** will then pay a sum equal to one thirtieth of the **monthly benefit** for each additional day during which **you** remain continuously **unemployed**.

## 8. When will monthly benefits be paid?

Payment of **monthly benefits** will be made by us monthly in arrears. **Please note—you must continue to pay your premiums for this policy throughout any period of claim otherwise we will not pay benefits.**

## 9. What limits are there on the amount of a monthly benefit and how many monthly benefits you can receive at any one time?

The amount of a **monthly benefit** is limited to a maximum of £1,000.

**We** will not pay two **monthly benefits** if **you** are **unemployed** and/or unable to **work** due to **accident/sickness** at the same time.

## SECTION B – THE PREMIUM YOU PAY

1. This **policy** provides cover for one month at a time and the premium is paid monthly.
2. The amount **you** pay includes Insurance Premium Tax. If the rate of Insurance Premium tax changes, **we** will advise **you** in writing at **your** last known address of the new amount **you** must pay at least 30 days before **we** start to collect it.
3. **We** reserve the right to increase the premium **you** pay. **We** will advise **you** in writing at **your** last known **address** of the new amount **you** must pay at least 30 days before **we** start to collect it.
4. **You** must continue paying **your** premiums when **you** are claiming benefit, otherwise **you** will not be entitled to receive the **benefit**.
5. **Your policy** will end if any premium due remains unpaid for 2 months.

## SECTION C –ACCIDENT/SICKNESS BENEFIT

### 1. What will we pay if you become unable to work due to accident/sickness?

**We** will pay **monthly benefit** to **you** if **you** suffer **accident/sickness** during the period of cover.

Where **you** are on statutory maternity, paternity or adoption leave immediately before **your** **accident/sickness**, **your** doctor must confirm that **your** **accident/sickness** would wholly stop **you** from carrying on **your** **work** as if **you** were not on statutory maternity, paternity or adoption leave.

### 2. For how long will monthly benefits be paid?

**We** will pay the **monthly benefits** until the earliest of the following dates:

- a) The date when **you** stop being unable to **work** due to **accident/sickness**; or
- b) The date when **you** do not give us proof that **you** are unable to **work** due to **accident/sickness**; or
- c) The date when **you** return to work; or

d) The date when **we** have paid 3 **monthly benefits** in respect of any back conditions. Payment for back conditions will be limited to 3 monthly benefits unless **you** have been referred and, when seen, **you** remain under the care of a specialist for the back condition.

If **you** are under an appropriate specialist for the management of the condition, the claim will be considered up to the maximum 12 **monthly benefits**. All claims for back conditions that fall under the description of mechanical back pain will be limited to 3 **monthly benefits** in total regardless of any specialist referral that may have been made. If the back condition continues beyond this point and a new diagnosis is provided at a later date, further consideration will be given to the claim; or

e) The date **we** have paid 3 **monthly benefits** for psychological illness unless **you** have been referred to an appropriate specialist and remain under the care of this specialist, and are receiving medication to assist with **your** recovery.

For psychological illness claims a specialist will include a psychiatrist, a psychologist or any mental health nursing team other than **your** own General Practitioner. If there has been an appropriate specialist referral **your** claim will be considered up to the maximum 12 monthly benefits.

f) The date when we have paid 12 monthly benefits in total for accident/sickness claims under the policy; or

g) The end date.

### 3. How do I qualify for accident/sickness benefits?

**We** will only pay **accident/sickness benefits** if you are in **work** immediately before the date when **you** became unable to **work** due to **accident/sickness**.

If **we** stop paying **monthly benefit** because **you** stop being unable to **work** due to **accident/sickness**, **you** do not give us proof that **you** are unable to **work** due to **accident/sickness**, or **you** return to work then we will not pay any further **monthly benefit** under the **accident/sickness** insurance section of this policy until **you** have returned to work for a continuous period of at least 6 months. If **you** are on statutory maternity, paternity or adoption leave during this period, **your** doctor must confirm that **you** have been continuously fit for **your work** for a continuous period of at least 6 months as if **you** were not on statutory maternity, paternity or adoption leave.

### 4. Special note

If **we** have paid less than 12 monthly benefits for a claim and **you** return to work but are again unable to **work** resulting from the same **accident/sickness** within 6 months of the date of **your** return to work, **we** will consider paying **monthly benefits** for the reoccurrence of that inability to **work**. **We** will treat this as one claim. Please note, this will be subject to the maximum of 12 **monthly benefits** being paid.

### 5. When will we not pay accident/sickness benefit?

Please note the limits to claims for back conditions and psychological illness contained in 2 d) and e) above.

**We** will not pay **monthly benefit** if the **accident/sickness** results directly or indirectly from:

- a) Any injury, illness, disease or sickness which is due to a **pre-existing condition**; or
- b) **Your** consumption of alcohol; or
- c) **Your** taking drugs; or
- d) Intentionally self-inflicted bodily injury; or
- e) Normal pregnancy; or

- f) Radiation, contamination or the radioactive effect of any nuclear fuel or its components; or
- g) An act of CBRN terrorism.

## 6. Special Note

- a) **We** will not apply 5 a) above if **you** have been free of all symptoms of the **pre-existing condition** for a period of at least two years before the claim date and **you** have not consulted or arranged to consult a **doctor** about the **pre-existing condition** in that period.
- b) **We** will not apply 5 c) above if **you** are taking drugs under the qualified medical advice or supervision of a **doctor** (and provided **you** have not exceeded the prescribed dose or failed to comply with any advice given in connection with taking such drugs).
- c) **We** will not apply 5 e) above if the symptoms of a **normal pregnancy** develop into a pathological condition, sickness or disease which is diagnosed by a consultant who is a member of the Royal College of Obstetricians and is recognised by that Royal College as being a consultant or a **doctor** who specialises in obstetrics and is not excluded under any other exclusion set out in this section.

## SECTION D – INVOLUNTARY UNEMPLOYMENT BENEFIT (INCLUDING BENEFITS FOR CARERS)

### 1. What will we pay if you become unemployed?

**We** will pay **monthly benefit** to **you** if you become unemployed during the **period of cover**.

### 2. How do you qualify for monthly benefits?

**Monthly benefits** are only payable if **you** have been in **work** continuously for at least 6 months immediately before the date of **your unemployment**.

**You** must be registered for **work** at an Employment Services Job Centre and be receiving either Jobseekers Allowance or National Insurance Credits.

If **you** are **self-employed your** business must also have stopped trading and/or **your** business must be in the process of being wound up, or if a partnership, dissolved. **You** must have involuntarily ceased trading because **you** could not find enough work to meet all your reasonable business and living expenses, and have told HM Revenue & Customs.

### 3. How do carers qualify for monthly benefit?

**You** must have been in **work** continuously for at least 6 months immediately before the date of **your unemployment**.

**You** will have to provide a letter from the **doctor** of **your relative** to confirm the nature and start date of the condition suffered. This will include details of when **your relative** first consulted for this condition and when it was first diagnosed.

If **you** are in permanent employment **your** last employers must confirm that **you** did not leave **your** employment for reasons other than to become a **carer**.

If **you** are **self-employed your** business must have totally ceased to trade due to **you** becoming a **carer** and **you** must have told HM Revenue & Customs.

**You** must provide **us** with the Community Care Assessment of the needs of **your** relative and **your** Carer's Assessment. **You** must have received a community care assessment from which it is reasonable for us to decide that the relative requires care from you for at least 35 hours every week.

#### 4. What if you want to do temporary work?

If **you** want to start temporary work whilst **you** are **unemployed** **you** must first contact **us** and give **us** full details of the temporary work and **we** must agree to this. If the work lasts for more than 6 months **we** will not regard this as temporary work. If temporary work does not last for more than 6 months **we** will stop paying monthly benefit during the period of **your** temporary work. When **your** temporary work stops **we** will start or continue payment of monthly benefit as if **you** had one continuous claim.

#### 5. For how long will monthly benefits be paid?

**We** will pay **monthly benefit** until the earliest of the following dates:

- a) The date when **you** stop being **unemployed** or do not provide proof that **you** are **unemployed**; or
- b) The date when **you** return to **work**; or
- c) (If **you** are employed under a fixed term contract of less than 24 months) the original expiry date of **your** contract; or
- d) The date when **we** have paid 12 monthly benefits in total for **unemployment** claims under this **policy**; or
- e) The date when Jobseekers Allowance or National Insurance Credits stop because **you** refuse to follow a Jobseekers Direction or **your** refusing a place on a prescribed course or programme; or
- f) The end date.

#### 6. How do you requalify for monthly benefits?

If **you** stop being entitled to **monthly benefit** then **you** will not be entitled to any further **monthly benefits** until **you** have returned to **work** for a continuous period of at least 6 months

#### 7. When will we not pay benefits?

**We** will not pay benefit if:

- a) **Your unemployment** starts within 60 days of the start date, or, in **our** reasonable opinion, **you** were aware of future **unemployment** prior to the start date; or
- b) **You** have agreed to take voluntary **unemployment**; or
- c) **Your unemployment** is due to **your** own misconduct; or
- d) **You**, at the date of **your unemployment**:

- (i) Are doing temporary work; or
- (ii) Are employed on a fixed term contract unless; **you** have been employed under that contract with the same employer for a continuous period of 24 months; or **you** have been on a contract for at least 12 months and had the contract renewed at least once; or **you** were originally employed on a permanent basis by **your** employer but were transferred to a fixed-term contract by that employer without a break in employment.
- (iii) Are employed under a contract which required **you** ordinarily to work outside the UK; or
- (iv) Are a director or a majority shareholder of, or **your** husband, wife parent, **your** civil partner, child, brother, sister, or relative by blood or marriage is a director and/or a majority shareholder of, the company that makes **you unemployed** (unless a liquidator or administrator has been appointed in respect of that company by its creditors).

- e) **You** refuse any offer of reasonable alternative employment by your employer, or
- f) **Unemployment** starts after **you** have reached the earlier of normal or statutory retirement age for **your** work; or
- g) **Your unemployment** results directly or indirectly from radiation, contamination or the radioactive effect of any nuclear fuel or its components.
- h) **Your unemployment** results from an act of **CBRN terrorism**.

## 8. Special Note

- a) **We** will not pay **monthly benefit** for any period in respect of which **you** have received a payment in lieu of notice.
- b) If **you** are employed under a fixed term contract for less than 24 months, but **your** contract is terminated before its original expiry date, **we** will pay monthly benefits from the date of its termination to the original expiry date (provided no other exclusions or limitations set out above apply).
- c) If **you** are a **carer**, in addition to the exclusions set out above, **we** will not pay **monthly benefits** if:
- the sickness, disease, condition or injury of the person being cared for existed prior to the **start date** (this exclusion will not apply if, in the opinion of our Chief Medical Officer, the sickness, disease, condition or injury would not have normally deteriorated or was not considered likely to deteriorate to the extent that full time care would be required during the period of cover); or
  - In **our** reasonable opinion the Community Care Assessment does not confirm that your relative requires a carer.

## SECTION E – CLAIMS

### 1. How do you make a claim for benefits?

**You** must write to **us** telling **us** **you** want to make a claim. This should be done within 120 days of the date of the event for which a claim is being made.

**You** must give **us** any information and proof that **we** may reasonably need. Where any expense is incurred in obtaining this information, it will be **your** responsibility to pay for this.

**We** may require **you** to be examined by a medical examiner of **our** choice. **We** will pay for this. If **you** do not attend this examination, no further benefit will be paid.

When **accident/sickness** or **unemployment monthly benefits** are being paid, **you** must give **us** any proof of continued **unemployment** or inability to work due to **accident/sickness** that may be reasonably required. **You** must pay for this. No **monthly benefits** will be paid for any period for which **you** do not provide proof.

### 2. What if you want to convert a claim?

If **we** are paying **accident/sickness** benefit and at the same time **you** become **unemployed**, **you** must write to **us** immediately explaining **your** change in circumstances. If a **doctor** confirms **you** are fit to return to **work** while **we** are paying **accident/sickness** benefit, these benefits will then stop. If **you** have not found **work**, **you** may then make a claim for **unemployment** benefit and **we** will consider **your** claim. If **you** convert a claim the maximum number of **monthly benefits** payable will be 12 in total for both **accident/sickness** and **unemployment**. When considering **your unemployment** claim, **we** will ignore the fact that **you** were not in **work** immediately before the **unemployment** claim and no excess/waiting period will apply.

If **you** are receiving **monthly benefit** for **unemployment** and at the same time **you** become unable to **work** due to **accident/sickness** **you** must write to **us** immediately explaining **your** change of circumstances. The **unemployment** claim will stop on the date **you** became unable to **work** due to **accident/sickness** and **we** will consider **your accident/sickness** claim. If **you** convert a claim, the maximum number of monthly benefits payable will be 12 in total for both **accident/sickness** and **unemployment**. When considering **your accident/sickness** claim, **we** will ignore the requirement for **you** to be in **work** at the date of the **accident/sickness**. If **we** do not pay benefits for the **accident/sickness** claim, **we** will look at the original **unemployment** claim once a **doctor** confirms **you** are fit to return to **work**. **You** must tell **us** in writing that **you** are no longer unable to **work** due to **accident/sickness** and if asked provide reasonable proof to **us** of this. No excess/waiting period will apply.

Please note the maximum number of benefits payable under a continuous claim is 12 payments whether this relates solely to **accident/sickness** or **unemployment**, or a converted claim from one to the other.

## SECTION F – GENERAL PROVISIONS

### 1. Fraudulent claims or misleading information.

If any information provided to **us** by **you** or anyone acting on **your** behalf is inaccurate or if **you** do not disclose any information which might reasonably affect **our** decision to provide insurance to **you**, **your** right to any benefit under this **policy** will end.

If any claim under this **policy** is fraudulent or is intended to mislead **us** or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this **policy**, **your** right to any benefit under this **policy** will end and we will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim.

### 2. Payment of Benefits

All benefits payable under this **policy** will be paid to **you**.

Payment made by **us** under this **policy** may, in some circumstances, affect **your** entitlement to State Benefits.

Payment of benefit may be made by Sterling Insurance Group Limited on behalf of the company. Such payment will constitute full discharge of the liability of the company to **you**.

### 3. Legal

This **policy**, together with any endorsement to it, any proposal and any other written statement made by **you** or on **your** behalf on which **we** have relied when accepting **you** for cover under this **policy** constitutes the whole of the contract between **you** and **us**.

No provision or condition of this **policy** may be waived or modified except by a written endorsement, which must be signed by an authorised official on our behalf.

English Law applies to this **policy** unless **you** have asked for another law and we have agreed to this in writing before the start date.

It is not possible for **you** to transfer **your** rights under this policy.

No person, persons, company or other party who or which is/are not covered under this **policy** or the lender shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

The Financial Services Compensation Scheme may assist **you** in some circumstances, if **we** were unable to meet **our** liability to **you**. Further details are available on request.

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us** upon payment of a fee.

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

## SECTION G – CUSTOMER SERVICE INFORMATION.

### How do you make an enquiry or complaint?

A copy of **our** complaints procedure is available to all policyholders on request from the Customer Services Manager, Sterling Insurance Group Limited, 50 Kings Hill Avenue, Kings Hill, West Malling ME19 4JX.

Any enquiry or complaint **you** may have regarding this **policy** should also be sent to the above address.

Telephone calls may be monitored or recorded to assist with staff training and for quality control purposes.

Please be ready to provide all relevant details of **your policy** and in particular **your policy** number to help **your** enquiry be dealt with speedily.

If **you** remain dissatisfied **you** may refer **your** complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone: 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once **we** have issued a final decision.

This will not affect **your** legal rights.

## SECTION H – MEANING OF WORDS

In this **policy**, the words listed below have special meanings when they appear in bold text:

**"Accident/sickness"** means **you** are absent from **work** and certified as unfit to **work** by **your doctor** due to injury, illness, or disease. **Your accident/sickness** must have started at a time when **you** are in **work**. **You** must be unfit to do the job that **you** are/were employed to do. If due to **accident/sickness you** are no longer employed, **you** must be unfit to do a job that **your** education or experience would allow **you** to. **You** must be under the continued supervision of, and receiving treatment from, a **doctor** throughout the period of **your** claim;

**We** will regard **your accident/sickness** as starting on the day **you** first consult, or receive treatment from, and are confirmed as being unfit to **work**, by a **doctor**;

**"Agreement"** means **your** finance or loan agreement with the lender;

**"Back condition"** means any **accident/sickness** which is due to or arising from any disorder of, or injury to, the spine, its intervertebral discs, nerve roots or supporting musculature and ligaments;

**"Carer"** means **you** being unable to **work** only because **you** have to care for **your** relative. **You** must be registered with **your** local social services department as a carer;

**"Company, we, us, our"** means Sterling Insurance Company Limited;

**"CBRN terrorism"** means an act, 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 put the public, or any section of the public in fear resulting directly or indirectly from or in connection with the release of chemical, biological, radiological, or nuclear agents;

**"Doctor"** means:

- (i) a registered medical practitioner practising in the **UK** being a fully registered person under the Medical Act 1983;
- (ii) but does not include **you**, **your** spouse, **your** co-habitees, **your** registered civil partner under the Civil Partnership Act 2004 or any of your relatives;

**"End date"** means the end date set out in Section A- "Guide to your policy";

**"Involuntary unemployment/unemployed"** means being without work or any other paid job, including being without **work** due to becoming a carer;

**"Lender"** means the lender named in the guide to **your** policy with whom **you** have entered into an agreement;

**"Mechanical back pain"** means pain produced by the distortion or dysfunction of the muscles, ligaments, or joints. Mechanical back pain does not include disc injuries, diseases of the bones, or pain referred to the back by diseases in other organs. Mechanical means the source of the pain may be in the spinal joints, discs, vertebrae or soft tissues;

**"Monthly benefit"** means the monthly amount due from you to the lender under the terms of **your agreement**. It does not include default charges and associated costs, arrears and the final repayment under **your agreement** if this is greater than the penultimate repayment stated in **your** original agreement;

**"Normal pregnancy"** means childbirth (including delivery by caesarean section or any other medically assisted delivery which does not cause medical complications) and symptoms which normally accompany pregnancy (including multiple pregnancy) which :

are generally of a minor and/or temporary nature. (These include morning sickness and fatigue); and do not represent a medical hazard to you or the foetus;

**"Period of cover"** means the period from the **start date** to the **end date**;

**"Permanent employment"** means **you** are working for remuneration for an employer based in the **UK** under a contract of employment and paying Class 1 National Insurance Contributions;

**"Policy"** means this insurance policy;

**"Pre-existing condition"** means any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether diagnosed or not which **you**:

knew about or should reasonably have known about at the **start date**; or

had seen or arranged to see a **doctor** about in the 12 months before the **start date**;

**"Psychological Illness"** means a condition affecting, or arising in the mind which is related to **your** mental and emotional state. This includes all forms of depression, anxiety and stress or stress related illness;

**"Relative"** means **your** spouse, partner, parent or child;

**"Self-employed"** means **you** are working alone, or in partnership with others in the **UK** for remuneration or profit, registered with HMRC as self-employed, and paying Class 2 National Insurance Contributions (or being credited in respect of such contributions) and being assessed for Income Tax under Schedule D Case I or II;

**"Start date"** means the date set out in Section A- "Guide to your **policy**";

**"UK"** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man;

**"Work"** means being in **permanent employment** or **self-employed** (including being on statutory maternity, paternity or adoption leave);

**"You, your"** means a **UK** resident who is eligible for and has applied for this insurance under this **policy**.

Sterling Insurance Company Limited is authorised and regulated by the Financial Services Authority. Sterling Insurance Company Limited appears in the Financial Services Authority's (FSA) Register. The FSA register number for Sterling Insurance Company Limited is: 202012.

Sterling Insurance Company Limited is a private company limited by shares incorporated in England under registered number 498605.

Sterling Insurance Company Limited is a wholly owned subsidiary of Sterling Insurance Group Limited.

## 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	£7,500
2. Permanent total disablement	£7,500
3. Loss of sight	£7,500
4. Loss of speech	£7,500
5. Loss of hearing	£7,500
6. Loss of limb or limbs	£7,500

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 £7,500.

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: Groupama House 24-26 Minories London EC3N 1DE 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 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 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 employment as a courier, despatch rider, fast food delivery rider or the like;
- 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 or the like 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.

## 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 and request a claim form. You should then complete the claim form, sign it and return it to Bennetts as quickly as possible.

## 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

We or Bennetts may cancel this policy by giving you seven days' notice by recorded delivery. We or Bennetts will send notice of cancellation to your last known address. You may cancel this policy at any time by phone on 0870 333 0008 or by post at Bennetts Customer Services, Fusion House, Unit 2, Parkside Business Park, Mile Lane, Coventry, CV1 2TR There is no fee for cancelling within the first 14 days of receiving your policy therefore you will pay for time on cover only. Personal Accident Cover is non-refundable after the 14 day cancellation period has expired. If you cancel the main policy, this policy will also be cancelled.

## **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:

Customer Service Manager, Bennetts, 165 Corporation Street, Coventry CV1 1GY

Tel: 0870 333 0008

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 Chairman & Chief Executive, at: Groupama Insurances Groupama House, 24-26 Minories London EC3N 1DE  
Tel: 0870 850 8510 Fax: 020 7264 2860

Financial Ombudsman Service Limited

If you are still unhappy following receipt of our final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:  
The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m).

Groupama Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). This means that 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 and would provide cover for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 892 7300.

If you take any of the action mentioned above, it will not affect your right to take legal action.

## HELMET AND LEATHERS COVER

This Helmet and Leathers policy ("Section") is applicable only if the Schedule shows that Helmet and Leathers Cover is included.

This Section is underwritten by Equity Red Star Services Limited. Registered office: Library House, New Road, Brentwood, Essex CM14 4GD. Registered No. 2661753. This section is administered by ULR Norwich, a trading name of Motorplus Limited. Registered Office: Kircam House, 5 Whiffler Road, Norwich NR3 2AL. Registered No. 3092837. Both Equity Red Star Services Limited and ULR Norwich are authorised and regulated by the Financial Services Authority.

## THE CONTRACT OF INSURANCE

This Section 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 your permission.

The insurance provided by this Section 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 Section.

Unless we have agreed otherwise with you, this contract is governed by English law.

## DEFINITIONS

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

### **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.

### **Motorcycle clothing**

Leather clothing, boots, gloves and helmet that you own or are legally responsible for whilst being worn by you.

### **United Kingdom**

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

### **We, us, our**

The insurer named in your Schedule, 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

We will cover damage to motorcycle clothing as a result of a motorcycle accident only, anywhere in the United Kingdom.

We will decide whether to pay the cost of repair or to replace the motorcycle clothing if it is damaged beyond repair (in the same form and style) as new as a result of a motorcycle accident only. We will deduct 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.

The most we will pay under this Section is £750.

Each loss is subject to a £50 excess.

## MAINTAINING THE SUM INSURED

After we have settled a claim, we will not reduce the sum insured as long as you take any reasonable measure we may suggest to prevent further loss or damage. We will not charge any extra premium for maintaining the sum insured.

## GENERAL EXCLUSIONS

The following exclusions apply to this insurance.

This insurance does not cover direct or indirect 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military or usurped power.
- 3 Loss of value after we have made a claim payment.
- 4 Wear and tear, rot of any kind, any gradually operating cause, fungus, mildew, moth, insect or vermin.
- 5 Indirect loss of any kind.

- 6 Damage sustained to a passenger's motorcycle clothing.
- 7 Theft.
- 8 Accidental Damage (other than as a result of a motorcycle accident).

## 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 Claims

3.1 When a claim or possible claim occurs, you must tell us as soon as possible.

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

### 4 Our rights after a claim

4.1 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 to us.

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

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

### 5 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 our returning your premium.

### 6 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.

## **MAKING A CLAIM**

If a claim or possible claim occurs, you must report to us as soon as possible. Please telephone our 24 hour helpline on 0800 975 9166.

## **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 ULR Norwich at their Head Office: ULR Norwich, Kircam House, 5 Whiffler Road, Norwich NR3 2AL. Tel: 01603 420000, Fax 01603 420010

If you are still not satisfied, please write to the Chief Executive of Equity Red Star Services Limited 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 the Complaints Department at Lloyd's to review your complaint. The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA.

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

If we cannot pay all amounts under this insurance, you may be entitled to compensation under the FSCS. You can get more information from us or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **CANCELLATION**

We or Bennetts may cancel this policy by giving you seven days' notice by recorded delivery. We or Bennetts will send notice of cancellation to your last known address. You may cancel this policy at any time by phone on 0870 333 0008. or by post at Bennetts Customer Services, Fusion House, Unit 2, Parkside Business Park, Mile Lane, Coventry, CV1 2TR. There is no cancellation fee for cancelling within the first 14 days of receiving your policy therefore you will pay for time on cover only. Helmets and Leathers Cover is non-refundable after the 14 day cancellation period has expired. If you cancel the main policy, this policy will also be cancelled.

# 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.

## **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 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 Compliance Officer, Pegasus House, Bakewell Road, Orton Southgate, Peterborough PE2 6YS.



®

## key contacts

Write your Bennetts Policy Number here:

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

**0870 333 0008**

**Free 24 hour Accident/Incident Helpline**

**0800 975 9166**

**Bennetts Roadside Rescue Helpline**

**0800 058 2369**

**Instalment Scheme Advice Line**

**08705 329 028**



# 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.