

Bennetts is a trading name of Saga Services Limited. Registered in England (No.732602). Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Authorised and regulated by the Financial Conduct Authority.

A230/02/19/FCA



Bennetts

Policy Document

WELCOME TO BENNETTS

Thank you for insuring through Bennetts.

To ensure that you get the most from your time on the road with as little restriction as possible, we have included European Cover for up to 90 days per year* as standard, should you wish to take your bike on an overseas holiday.

Here at Bennetts, we understand the importance of a top quality claims service – after all, that's why you have insurance. Our dedicated bike claims team provide a high quality claims service. And we make sure that we are there for you when you need us the most, so our claims service is available to you 24 hours a day, 7 days a week. What's more, all our call centres are based in the UK.

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

KEY CONTACTS

Customer Services helpline
0344 412 2171

Claims 24 hour helpline number
0330 018 9166

RAC Breakdown
0330 332 8465

Bennetts.co.uk/policy

*Terms & Conditions apply; please see Section 5 of the Policy Document for more details.

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REPORTING AN INCIDENT

If **you** have been involved in an accident, or **your bike** has been stolen or damaged, **you** can call **our** helpline, 24 hours a day, on **0330 018 9166.**

We appreciate experiencing an accident or **theft** can be both distressing and inconvenient; **our** specialist teams are in place to guide 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** helpline to report the details on **0330 018 9166**
- obtain details of any third parties involved
- obtain witness information
- go to the hospital or **your** GP if **you** are injured.

Do not:

- admit or discuss responsibility with anyone involved in the road accident
- contact the other parties' insurance brokers or **insurers**
- allow the other person to repair **your bike.**

For more information on how to make a claim please refer to Section 8 "Making a claim".

INFORMATION YOU GIVE US

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the application form and to make sure that all information supplied to **us** is true and correct. This also applies when **we** contact **you** at the renewal of **your policy**, or if **you** wish to make any changes to **your policy** during the **period of insurance**. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your policy** is invalid and that it does not operate in the event of a claim.

If **you** do not answer questions truthfully and accurately, then this may affect **your policy** cover. In the event that **you** have supplied **us** with information which is deliberately incorrect or false the **insurer** reserves the right to declare **your policy** invalid and void **your** cover, with no refund of premium. In the event that **you** have made a claim, the **insurer** will not be liable to make any payment and may seek to recover sums paid to **you** or on **your** behalf in respect of any earlier claim under the **policy**.

This policy is for private individuals only and does not provide any cover for bikes used or kept in relation to commercial purposes.

DEFINITIONS RELATING TO YOUR POLICY

To save lengthy repetition, wherever the following words or phrases are bold and 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:

Accessories

Additional or supplementary parts that are not directly related to the function of **your bike** and are easily removable. These include but are not limited to tank bags or satellite navigation systems.

Bike

Any 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 ground are less than 18 inches apart shall also be classed as a **bike**) as named on **your certificate of motor insurance**

Certificate of Motor Insurance

A document that shows **you** have the motor insurance necessary to comply with the Road Traffic Act. It shows who can ride **your bike**, what purposes it can be used for and whether **you** are permitted to ride other **bikes**. 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.

Endorsement

A term that alters **your** insurance **policy** or may require **you** to take action such as fitting approved security. Certain **endorsements** may apply to this **policy** which will be shown on **your policy schedule**. These must be read in conjunction with this **policy**.

Excess

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

Fire

Fire, self-ignition, lightning, explosion.

Insurer

The Insurance Company or Lloyd's Syndicate whose name/s is/are specified on the **certificate of motor insurance.**

Market Value

The cost of replacing **your bike** with another **bike** of the same make, specification, model, age, mileage and condition as **your bike** immediately before the loss or damage happened.

Modifications

Any changes made to the specification of **your bike** since it was produced that enhance performance, value, appearance or **theft** appeal.

Period of Insurance

The length of time for which the **insurer** will insure **you** and any **permitted riders**. This is shown in the **policy schedule.**

Permitted Riders

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

Write Off

A total loss claim whereby the cost to repair the damage sustained is deemed more than the value of the bike being insured.

Agreed Value

The stated amount which the **insurer** will pay you in the event of a total loss of the bike insured, without any adjustment for appreciation or depreciation

Policy
The document detailing the **endorsements**, terms and conditions of **your** contract of insurance together with the **certificate of motor insurance** and **policy schedule**.

Policy Schedule
Details of **you**, **your bike** and the insurance protection provided to **you**.

Statement of Fact
The document providing details of the information **you** disclosed to **us**.

UK
England, Scotland, Wales and Northern Ireland.

Terrorism
Any loss or damage caused by the use or threatened use of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government committed for political, religious, ideological or similar purposes, including the intention to influence any government, or to intimidate and/or put in fear the public or any section of the public except as required under the Road Traffic Acts or alternative applicable legislation in the territory in which the loss occurs.

Theft/Attempted Theft
The taking of or any attempt to take **your bike** without **your** consent.

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

We/Us/Our/Bennetts
Bennetts is a trading name of Saga Services Limited, company number 732602 registered in England and Wales. Registered address: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

You/Your/Policyholder
The person described as the **policyholder** on the **certificate of motor insurance.**

CONTRACT AND USE

Law Applicable to Contract
You and the **insurer** can choose the law which applies to this **policy**. The **insurer** proposes that English Law applies. Unless the **insurer** and **you** agree otherwise English Law will apply. **Bennetts**, on behalf of the **insurer**, will provide the terms and conditions of this **policy** for the **period of insurance**, and any subsequent communication between **you** and **Bennetts**, whether verbal or written, in the English language.

The Insurer's Contract with You
This document gives details of **your** cover and it should be read along with **your statement of fact, policy schedule** and **certificate of motor insurance**. Please take time to read through these documents which contain important information about the details **you** have given. **You** should also show **your policy** to anyone else who is covered under it. For this contract to be valid, all the information that **you** have given to **Bennetts** must be true and complete to the best of **your** knowledge and belief. If **you** do not do so then **your** insurance may not protect **you** in the event of a claim. You are required to update **Bennetts** with any changes to the information on the **statement of fact.**

In return for **your** premium, the **insurer** will provide the cover shown in **your policy** for accident, injury, loss or damage that happens within the **territorial limits** during the **period of insurance**. The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation of this contract, nor any supplemental or ancillary agreement, shall create any such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Policy Cover

If the cover shown in the **policy schedule** is:

- **Comprehensive** - Sections 1 to 7 inclusive apply.
- **Third Party Fire and Theft** - Section 1 applies only in respect of loss or damage caused directly by **fire** or **theft**. Sections 2, 3, 4, 5, 6 and 7 apply.
- **Third Party Only** - Section 1 is not applicable. Sections 2, 3, 4, 5, 6 and 7 apply.

Sections 8 & 9 apply to all covers.

Use

The insurance only covers **your bike** if it is being used in the way specified on **your certificate of motor insurance** and/or by any **endorsements**.

This **policy** is for private individuals only and does not provide any cover for **bikes** kept in relation to commercial purposes.

Commuting use, if present on **your policy**, provides cover when traveling to a single and permanent place of work.

The following uses are not covered:

- dispatch, courier and messenger services, or food delivery
- racing, pace making or being in any contest or speed trial (road safety rallies and treasure hunts will be covered)
- riding on any race track or circuit or de-restricted toll roads or the Nürburgring Nordschleife
- trials (apart from where **your bike** is travelling on a road which the public has access to)
- hiring – letting out **your bike** for a sum of money.

MODIFICATIONS AND ACCESSORIES

Modifications are any changes made to the specification of **your bike** from new, over and above production specification, and enhance performance and/or value. Removable accessories like tank bags or satellite navigation systems are not covered.

Disclosure of Modifications

It is important to declare any **modifications** not accepted as standard. If **you** have an accident or **your bike** is stolen, **you** need to ensure your **modifications** are covered under **your policy** or there is a potential risk that the **claim** will be repudiated if non-disclosure is identified.

What you need to disclose

- Any changes made to the specification of **your bike** since it was produced and are not described above. For the avoidance of doubt this includes any changes that a dealership or any previous owners have made to **your bike** from new, over and above standard production specification.
- **You** will need to tell **us** if **your bike** has any **modifications** or if you are looking to add any **modifications** to **your bike** during the **period of insurance**, unless the **modification** is accepted as standard (please see the list below).

Bennetts accept the following **modifications** as standard – **you** do not need to tell **us** about them:

- disability adapted
- air filter changes
- bar ends
- braided hoses
- decals/stickers (unless race replica)
- grippers
- heated grips
- huggers
- lights/indicators/mirrors
- scott oilers
- screen changes
- seat replacement/changes
- seat cowl/single seat units
- sissy bars (long backrest)
- tail tidy
- tank pads.

What you do not need to disclose

- **You** do not need to disclose parts listed on **our modification** list if they are part of **your bike's** original specification when it was produced (please see list above).
- Replacement non OEM (Original Equipment Manufacturer) consumable parts unless they increase the performance of **your bike**. These include, but are not limited to, tyres (as long as these meet the correct speed ratings for **your bike**), chain and sprockets (as long as the gear ratios remain the same), bulbs, and engine oil, like-for-like replacement parts, i.e. changed as a result of wear and tear or damage.

Modification reinstatement

Your insurer will provide full reinstatement to **market value** of any **modifications** that are declared to **us** and accepted by **us**. This cover applies for **policyholders** with Comprehensive insurance cover and for **policyholders** that have Third Party Fire and Theft insurance cover who need to make a claim for **fire** or **theft**.

Accessories

Your insurer will cover the following permanently fixed **accessories** as standard:

• panniers • side boxes • top Boxes • grab rails and sport racks.

Bennetts can confirm that **your insurer** will offer cover up to the value of £400 in total per claim for any **accessories** that are accepted by **us**.

SECTION 1

LOSS OR DAMAGE

Loss or damage to your bike

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the **policy**, if **your bike** is stolen, damaged or destroyed, the **insurer** will, either:

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

The most the insurer will pay

The most the **insurer** will pay is **your bike's UK market value** at the time of a claim. If the insurance premium has been calculated based on the declared value of **your bike**, but its **market value** at the time of a claim is higher, then the **insurer** will deduct any extra premium required from the cost of the claim.

Where an agreed value applies, we will offer a claim settlement based on the last valuation we agreed, not the value of your vehicle at the time of the claim.

If **your bike** is subject to a hire purchase, leasing or credit sale agreement, any payment may at the **insurers**' discretion be made to the owner described in that agreement and such payment will fulfil the **insurer's** obligation to make any payment under this **policy**. If you owe less than the proceeds of your claim, we will pay you the difference.

Agreed Value

This cover is only applicable if the **Policy Schedule** shows that Agreed Value is included and has been validated by **us**.

The most the **insurer** will pay at the time of a claim is the agreed value of **your bike**, which has been validated by **us** and agreed with **you**, providing **we** have received the following within 28 days of either the start of this **policy** or the date **your bike** was added to this **policy**;

a copy of the vehicle registration document (V5C) for **your bike**,

a completed agreed value request form, colour photos showing the frame number of **your bike**, the registration number of **your bike**, the condition of **your bike** and all **modifications** and **accessories** fitted to **your bike**.

If **we** have not received acceptable evidence to validate the agreed value of **your bike**, then the most the **insurer** will pay at the time of a claim is the **UK market value** of **your bike**.

You will have to pay the applicable **excess** for any claim under this section.

If your bike is the subject of a total loss claim and you retain the salvage this endorsement will no longer apply. To reinstate this agreed value endorsement you will have to resubmit the above mentioned documentation along with proof of repair.

Accident Recovery

If **your bike** is disabled through loss or damage insured under this **policy** the **insurer** 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 bike** to **your** address within the **territorial limits.**

New Bike Replacement

The **insurer** may replace **your bike** with a new **bike** of the same make and specification (subject to availability) if, within 6 months of registration:

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

Replacement is subject to:

- **you** being the first and only registered owner of **your bike**
- the agreement of any interested hire purchase company.

Uninsured Driver Promise

We will not reduce **your** No Claim Discount under this **policy** for any claim **we** accept as caused by an uninsured driver. To obtain this benefit **you** will need to provide:

- the vehicle registration number, make and model of the uninsured vehicle;

- the driver's details;

- the names and addresses of any independent witnesses, if available.

Until **we** have confirmed that **you** have a valid claim under this section of **your policy**, **you** will have to pay **your policy excess**, and if **your policy** is due for renewal, **you** will temporarily lose **your** No Claim Discount. Once **we** have confirmed that **you** have a valid uninsured driver claim **we** will refund any **excess** paid and restore **your** No Claim Discount. This cover is for comprehensive customers only. This cover excludes uninsured riders of **your bike**.

Replacement Lock and Keys

Your insurer will pay up to £400 towards the cost of any necessary replacement of the ignition key and transponders, ignition, steering locks, seat locks and side panel locks for **your bike** if the keys are lost or stolen and have not been recovered.

This cover applies:

- for policyholders with Comprehensive cover only;
- if care is taken to safeguard the keys from loss and where the keys were not left in, on or within close proximity to **your bike** whilst it was unattended;
- providing **you** notify the police as soon as is reasonably possible after discovery of the loss or **theft** and **you** provide the police incident reference number; and
- if it is likely that the address where **your bike** is kept would be known to the person(s) in possession of **your** keys or lock transponder.

You will not have to pay an **excess** for any claim under this section.

Salvage Retention

In the event of a claim that results in your vehicle being classed as a **Write Off** (total loss), **your bike** will be given a salvage category in line with the ABI Code of Practice.

If **your bike** is deemed eligible to go back on the road, **we** will endeavour to give **you** the option to retain the salvage if it is safe to do so. If retention of **your bike** is approved, the value of the salvage, as determined by **your insurer**, will be deducted from any settlement due. If your bike the subject of a finance agreement and there are insufficient funds remaining from any settlement due to the finance company then you will be required to pay the balance due for the salvage prior to retaining ownership. Retaining salvage does not guarantee that your insurer will be willing to continue to insure your bike.

In the event of the salvaged bike being subject to another claim, documented evidence of repairs and other documentation will be required to evidence, and to satisfy **us**, that **your bike** has been maintained in a roadworthy condition. If the correct documentation is not provided at the time of the loss, the valuation will be affected.

Show & Events cover

This cover is only applicable if shown as included on the **Policy Schedule**.

This **policy** covers **you** to use **your bike** in connection with club rallies, shows and events providing there is no racing, pace-making, speed-testing or time trials involved, no riding on any track or circuit or derestricted toll roads or on the Nurburgring Nordschleife and **your bike** is not used for hire and reward.

This cover does not entitle anyone other than those named on the certificate of insurance to ride **your bike**.

Care should always be taken to ensure **your bike** is kept safe and secure. **You** will have to pay the applicable **excess** for any claim under this section.

Exceptions to Section 1 of Your Policy

Your policy does not cover the following:

- loss of use, wear and tear, depreciation, deterioration
- mechanical, electrical, electronic, computer failures or breakdowns or breakages
- damage to tyres caused by braking or by punctures, cuts or bursts
- loss of/or damage to spare parts and accessories unless specified under the Modifications and Accessories section
- loss of/or damage to audio, visual and satellite navigation equipment unless this was part of **your bike** when it was produced by the manufacturer
- the cost of paintwork above the cost of replacing the manufacturer's standard paintwork unless **you** disclosed this to us as a **modification** and it has been accepted by the **insurer**
- repairs or replacements which improve the condition of **your bike**
- damage due to liquid freezing in the cooling system, unless **you** have taken reasonable precautions as laid down by the **bike** manufacturer's instructions
- loss of/or damage to the **bike** by someone who gained possession of it by trickery, fraud or deception
- loss resulting from repossession of the **bike** and returning it to its legal owner
- loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- loss of or damage to helmets and protective clothing
- loss of value following repair
- loss of/or damage to **your bike** or its contents by **theft** or **attempted theft** or an unauthorised person taking it and riding it if it has been; left unlocked; left with the keys in, on or in the immediate proximity of the **bike**; or reasonable precautions have not been taken to protect it
- the first amount of any claim specified under 'excess details' in the **policy schedule** and within the **endorsements**

- loss or damage arising from the insured **bike** being taken or ridden by a person who is not an insured rider but is a member of the policyholder's family or household, or being taken or ridden by an employee or ex-employee
- loss or damage caused deliberately by **you** or any person riding the **bike** with **your** permission
- any loss or damage from the insured **bike** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order
- Loss of or damage to **accessories** and parts by **theft** if **your motorcycle** is not stolen at the same time
- Loss of or damage to any telephone, satellite navigation equipment, radio, cassette, disc player or similar apparatus
- Loss of or damage to the contents of the **accessories**.

SECTION 2

LIABILITY TO THIRD PARTIES

Third party liabilities

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the **policy**, the **insurer** 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 bike.**

The **insurer** will pay amounts including claimants' costs that **you** are legally liable for.

Riding other Bikes

Liability under this section is also extended, if specified on **your certificate of motor insurance**, to insure **you** to ride any private **bike** that **you** do not own and have not hired under a hire purchase or leasing agreement, with Third Party Only cover. Where this extension applies, cover will not apply for:

- use of any private **bike** without the owner's permission
- use of a private **bike** unless there is a current and valid insurance **policy** in force insuring the owner and registered keeper of the **bike**
- use to secure the release of any other private **bike** which has been seized or confiscated by or on behalf of any government or public authority
- use of any private **bike** if it is not registered within the **UK**
- damage to the **bike**
- any accident which happens outside the **territorial limits**
- any named rider(s) on the **policy**. This benefit, if specified on the **certificate of motor insurance**, covers the **policyholder** only.

Liability of other Persons Riding or Using Your Bike

The **insurer** 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 bike** or any trailer while it is being towed by **your bike:**

- any person **you** give permission to ride **your bike** provided that **your certificate of motor insurance** allows that person to ride
- any person **you** give permission to use (but not ride) **your bike** provided that **your certificate of motor insurance** allows such use
- any pillion passenger on **your bike** or getting on or off **your bike**
- any passenger travelling in or getting into or out of **your** sidecar.

Cover for Legal Personal Representatives
In the event of the death of anyone insured under this section, the **insurer** will cover their legal personal representatives against any liability of the deceased person to the extent that liability is insured under this section.

Business Use
If **your certificate of motor insurance** allows business use, the **insurer** will insure **your** employer or business partner against the events shown above under Section 2 "Third Party Liabilities" while **you** are working for that employer or partner, but not while using a **bike** provided by the employer or partner unless that **bike** is shown in the **policy schedule.**

Legal Costs
The **insurer** at their discretion will pay for:
- legal representatives appointed by the **insurer** if anyone insured 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 the **insurer** up to an amount not exceeding £1,000 to defend anyone the **insurer** insures 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.

The **insurer** will only pay these legal costs if they relate to an incident which is covered under this section.

Towing
Under this section the **insurer** will insure **you** on a Third Party Only basis whilst **your bike** is towing a trailer.

The **insurer** will not pay any claim arising from the following:
- damage to or loss of the towed trailer
- damage to or loss of any property being carried in or on the towed trailer
- a trailer being towed for reward
- if more than one trailer is being towed at any one time
- any damage or loss to a trailer whilst not connected to the **bike.**

Exceptions to Section 2
The cover under this section will not apply:
- if any person insured under this section fails to observe the terms exceptions and conditions of this **policy**. The cover will also not apply if they can claim under another **policy**
- 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 Act
- to loss of or damage to property belonging to or in the care of anyone the **insurer** insures who claims under this section, and to property being transported by **your bike**
- in respect of damage to any **bike** where cover in connection with the use or riding of the **bike** is provided on a third party extension by this **policy**
- 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**.
  The **insurer** 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 the **insurer** is obliged to make any payments under any compulsory motor insurance legislation

- for fines, penalties, punitive exemplary or aggravated damages of any kind or any additional damages resulting from the multiplication of compensatory damages
- where liability for any claim or series of claims for loss or damage to property caused by one event exceeds £20,000,000, the most the **insurer** will pay for costs and expenses arising from damage to property is £5,000,000 for any claim or claims arising out of one incident
- any liability, loss or damage arising directly or indirectly from acts of **terrorism** unless the **insurer** needs to provide the minimum insurance needed under the Road Traffic Act.

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 the **insurer** to settle a claim which, if this law had not existed, the **insurer** would not be obliged to pay, the **insurer** reserves the right to recover such payments from **you** or from the person who incurred the liability.

SECTION 4

EMERGENCY TREATMENT

The **insurer** will reimburse any person using any **bike** which is covered under this **policy** for payments made under the Road Traffic Act for emergency treatment. A payment under this section will not prejudice **your** no claims discount.

SECTION 5

FOREIGN USE

Foreign use/compulsory insurance requirements

What is covered under this section?
The **insurer** will cover **your** legal liability to others while **you** or any rider noted on the **certificate of motor insurance** is using **your bike** within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on the reverse of **your certificate of motor insurance.**

Further information on the countries that follow the above EU Directive can be found by visiting www.mib.org.uk.

The **insurer** will also provide the cover shown on your **policy** schedule for up to 90 days in any **period of insurance** while **you** are using **your bike** within the countries referred to on **your certificate of motor insurance.**

The **insurer** will also pay customs duty if **your bike** is damaged and the **insurer** decides not to return it after a valid claim on the **policy**.

Cover also applies while **your bike** is being carried between sea or air ports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

Cover only applies where **your bike** is taxed and registered within the **UK** and **your** main permanent home is within the **UK**.

What is NOT covered under this section?
If **your certificate of motor insurance** allows **you** to ride any other **bike**, that cover does not apply outside of the **territorial limits.**

SECTION 6

NO CLAIMS DISCOUNT

If **you** do not make a claim during the **period of insurance**, the **insurer** will increase **your** no claims discount (NCD) in line with the scale shown below.

No claims discount scale

Current years NCD	Your NCD years at renewal if no fault claims	Your NCD years at renewal if one fault claim	Your NCD years at renewal if two fault claims	Your NCD years at renewal if more than two fault claims
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9	9	3	1	0

If **you** do make a claim during the **period of insurance**, **your** no claims discount will be reduced at the next renewal date in accordance with the scale shown above. The following will not affect **your** no claims discount:

- payments made under Emergency treatment (Section 4) of this **policy** document
- claims where **you** were not at fault, as long as the **insurer** has recovered all that the **insurer** has paid from those who were responsible.

Your no claims discount cannot be transferred to another person or used on more than one **policy** at the same time.

You should note any change in the level of **your** no claims discount is no guarantee that **your** premium will not rise.

No Claims Discount Protection
Where **you** have paid an additional premium to protect **your** no claims discount and this is shown in the **policy schedule**, this means that provided that **you** have no more than 2 claims in any 5 year period, **your** entitlement to a no claims discount will be unchanged and **your** no claims discount will not be reduced in accordance with the scale shown above. If **you** make 2 claims in any 5 year period **your** no claims discount protection will end.

For the third and any subsequent claims, **your** no claims discount will be reduced in line with the scale shown above.

This benefit only applies to **your** no claims discount. It does not protect the premium **you** pay and the **insurer** may take account of **your** claims history when calculating **your** premium.

SECTION 7

GENERAL EXCEPTIONS AND GENERAL CONDITIONS

General Exceptions
Your **policy** does not cover the following:

- any accident, injury, loss or damage while any **bike** insured under this **policy** is being:
  a) used otherwise than for the purposes described under the "Limitations as to Use" section of **your certificate of motor insurance**
  b) 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 ride"
  c) ridden by **you** or **permitted riders** unless **you** or they hold a licence to ride **your bike**
  d) ridden by **you** or **permitted riders** if **you** have never held a licence and/or are disqualified from holding or obtaining such a licence
  e) ridden by anyone else with **your** general consent who, to **your** knowledge, does not have a licence to ride **your bike**, has never held one or is disqualified from holding or obtaining such a licence
  f) ridden by, or is in the charge of for the purpose of being ridden by any person to whom **your bike** has been hired
  g) 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
- any liability **you** have accepted under an agreement **you** have entered into that would not have existed in the absence of that agreement
- loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever, or any losses that neither **you** nor the **insurer** could reasonably have expected to foresee when **you** took out this **policy** and which are not covered by any breach of this **policy** by the **insurer**, or arising from:
  a) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war rebellion, revolution, **terrorism** (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 Act
- 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 the **territorial limits**
- legal liability arising out of any judgement in any court outside the territories to which **your policy** applies, unless it is from a court within a country which the **insurer** had allowed the **bike** to be used in
- while the **bike** 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.

General Conditions

If **you** pay **your** premium by instalments under a credit agreement **you** must pay each instalment when it is due. The **insurer** 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 **Bennetts** do not receive this payment by the date shown in the letters sent to **you** by **your** premium credit suppliers, **Bennetts** will cancel this **policy** by giving **you** seven days' notice in writing. **Bennetts** may refund part of **your** premium depending on the time you have received insurance cover.

If at the time of any claim arising under this **policy** there is any other insurance **policy** covering the same loss, damage or liability, the **insurer** will only pay their share of the claim, this provision will not place any obligation upon the **insurer** to accept any liability under Section 2 which the **insurer** would otherwise be entitled to exclude under Section 2 Exception 1.

You shall at all times take all reasonable steps to safeguard **your bike** from loss or damage. **You** shall maintain **your bike** in an efficient roadworthy condition and the **insurer** shall have, upon request, free access to examine such **bike** and trailer.

You or the person who caused the accident must also repay the **insurer** any money the **insurer** had to pay because of any agreement with the Motor Insurer's Bureau.

The **Insurer's** 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, the **policy** will be cancelled and the claim will not be paid.

Bennetts biking services will hold insurance premiums received from customers and claims money and premium refunds received from **insurers** as an agent of the relevant **insurer**.

SECTION 8

MAKING A CLAIM

To report a claim please call the **Bennetts** Claims helpline on **0330 018 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, their **insurer** and **policy** number
- name and address of any witnesses
- if the Police were in attendance, the incident reference number
- **your policy** number.

In the event of a claim on **your policy**, **your insurer** will be responsible for the claim. **Your insurer** may delegate the management of the claim to the **Bennetts** Claims Team who will act on behalf of **your insurer**.

As soon as reasonably possible after any accident, injury, loss or damage, **you** or **your** legal personal representatives must give the **insurer** full details of the incident. Any communication **you** receive about the incident should be sent to the **insurer** immediately unanswered. **You** or **your** legal personal representatives must also let the **insurer** 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 with/to a fatal accident.

You or anyone else claiming under this **policy**, must not admit liability for any incident, promise any payment or refuse any claim without the **insurer's** written consent. The **insurer** 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 the **insurers** own benefit to recover any payment the **insurer** may have made under this **policy**. The **insurer** 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 the **insurer** all the information and assistance necessary to achieve a settlement.

What Are Uninsured Losses?

These are losses not covered by **your policy** such as, but not limited to **your policy excess**, loss of earnings, personal injury damages or vehicle hire charges. Other losses include **your bike** repair costs, medical fees, compensation of the loss of use of **your bike**, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

SECTION 9

ADDITIONAL INFORMATION

Cancelling your policy

How to cancel your policy

You must contact **us** if you wish to cancel **your policy**. **Our** contact details are on the reverse of **your certificate of motor insurance. We** will cancel **your policy** either from the date **you** contact **us**, or from any later date you specify. The **policy** cannot be cancelled from an earlier date. If **you** are paying **your** premiums by instalments, **you** must still pay **us** any balance of premium due for time on cover, for example if **you** pay on the 1st of the month and cancel on the 18th **you** need to pay for the 18 days cover. Cancelling any Direct Debit instruction does not mean **you** have cancelled the **policy**. **You** will still need to follow the instructions above. In the event of cancellation, a cancellation fee as shown in the "About our insurance services" document, will apply.

Cancellation by you within the first 14 days
If **you** cancel your **policy** within 14 days of the date **you** receive your **policy** documents we will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, unless **you** have made a total loss claim in which case no refund of premium will be given and all premiums would be due.

Cancellation by you after the first 14 days

If **you** cancel **your policy** after the 14 day period, **we** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the **period of insurance** left unused providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Where your insurer cancels your policy
Your insurer reserves the right to cancel **your policy** when there is a valid reason to do so. Valid reasons include, but are not limited to:

- **you** provide **Bennetts** with false or incomplete information
- **you** make a change to **your** information which renders the risk no longer acceptable for **your insurer** to cover
- **you** act in a fraudulent manner
- **you** fail to supply requested validation documents (proof of no claims discount, driving licences, vehicle registration docs etc.).

Where **your insurer** cancels **Bennetts** will provide seven days' prior written notice to **your** last known address unless **your insurer** is required to cancel earlier. If **we** cancel **your policy** **we** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the **period of insurance** left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums would be due.

Fees and Charges

For full details of fees and charges relating to this **policy** including fees that apply when cancelling **your** main **policy** and any additional products, please refer to **your** "About our insurance services" document.

Automatic Renewal

This section only applies if **you** pay by Direct Debit, Credit Card or Visa Delta card.

We will contact **you** before the end of the **policy** with **your** renewal offer. To ensure **you** stay covered and to save **you** time, **your policy** including any optional products taken will automatically renew unless **you** contact **Bennetts** after **you** receive **your** renewal offer. To opt out of the automatic renewal process call Customer Services on **0344 412 2171**.

If **you** have set up a continuous payment authority, **we** will use this to take any further payments that become due on **your policy** at renewal. **We** will always notify **you** of the payment in advance and **you** can cancel **your** continuous payment authority at any time by contacting **us**.

Changes to your policy

Please notify **Bennetts** about the following by calling Customer Services on **0344 412 2171**.

If **you** require cover for a different or an additional **bike** to that shown in the **policy schedule** during the **policy** term, or at renewal:

- of a change in the main user of the **bike** or any named rider
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions

for any motoring offences) for any of the people insured, or to be insured

- criminal convictions for any of the people insured, or to be insured
- a change of **bike**
- any **bike modifications** (please refer to further information on page 5)
- any change affecting ownership of the **bike**
- any change in the way that the **bike** is used.

When **we** are notified of a change, **we** will tell you if this affects **your policy**, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your policy**.

Service Standards

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

Complaints Procedure

If **you** have a complaint about **Bennetts** service or the administration of **your policy**, please contact **Bennetts** in the first instance by phoning Customer Services on **0344 412 2171**.

If **you** are dissatisfied with the service **you** have received regarding a claim or feel that a wrong decision has been made, please contact **Bennetts** in the first instance who will contact the **insurer** on **your** behalf to resolve **your** complaint.

Bennetts will aim to resolve **your** complaint over the phone within 24hrs. If **your** complaint is not resolved to **your** satisfaction within 24 hours, **Bennetts** will send **you** a written acknowledgement of **your** complaint together with the next steps **Bennetts** will be taking to resolve it. If **you** prefer to put **your** complaint in writing please send it to the **Bennetts** Customer Relations Manager, The Saga Building, Middelburg Square, Folkestone, Kent, CT20 1AZ

Next Steps

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

If after eight weeks of making **your** complaint **Bennetts** are still not in a position to issue **you** with a final response **Bennetts** 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 **Bennetts** final response **your** complaint has not been resolved to **your** satisfaction, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving the final response letter. The address is Exchange Tower, London, E14 9SR. Their website is www.financial-ombudsman.org.uk and their telephone number is **0800 023 4567** or if calling from a mobile or a non BT landline then the telephone number is **0300 123 9123**.

Compensation

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. Claims for compulsory insurance, such as third party motor insurance, are covered in full. Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured **bike**, and for any unused premium, are covered up to 90% of the value of the claim submitted. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0207 741 4100**, or write to Financial Services Compensation Scheme,10th Floor, Beaufort House,15 St Botolph Street, London, EC3A 7QU.

SECTION 10

Motor legal protection
RAC breakdown
Personal accident cover
Helmet and leathers cover

MOTOR LEGAL PROTECTION

This cover is applicable only if the Schedule shows that Motor Legal Protection cover is included (this is included as standard for Bennetts Additions policies). The Motor Legal Protection Policy provides 4 independent sections of cover.

Section 1 - Uninsured Loss Recovery.

Section 2 - Replacement Vehicle and Vehicle Repair.

Section 3 - Motor Prosecution Defence.

Section 4 - Motor Legal Helpline.

The High Level Summary of Cover is shown below and **you** will find the Detailed Policy Wording on the following pages.

HIGH LEVEL SUMMARY OF COVER

This details the high level summary for each section of **your** Motor Legal Protection Policy.

How to make a claim

Sections 1 and 2 - To make a **claim** under sections 1 and 2 of this Motor Legal Protection Policy please call **our** claims line **0330 018 9166,** 24 hours a day 365 days a year.

Sections 3 and 4 - To make a **claim** under sections 3 and 4 of this Motor Legal Protection Policy please call **our** claims line **0330 0412 179,** 24 hours a day 365 days a year.

Uninsured loss recovery summary

What is covered under this section of the policy?

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** uninsured losses including any personal injury. This section provides cover for **your** legal expenses incurred in pursuing **your claim**.

What are uninsured losses?

These are losses which **you**, **your** driver or passengers incur as a result of an accident which was not their fault that are not covered under any insurance **policy**. Losses can include **your policy** excess, loss of earnings, compensation for any injuries or vehicle hire charges. Other losses could include **your** vehicle repair costs, medical fees, compensation for the loss of use of **your** vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 180 days of the accident.
- The identity of the **third party** must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable **prospects of success** against the **third party**.
- The estimated legal costs for the **claim** must not exceed the estimated value of the **claim**.

Replacement vehicle and vehicle repair summary

What is covered under this section of the policy?

In addition to the cover provided under this **policy**, if **you** have had an accident that wasn't **your** fault, **you** may be entitled to an **alternative hire vehicle** that may be an equivalent type to **your** own whilst **yours** is off the road and **we** may be able to arrange to have **your** vehicle repaired and provide **you** with up to 12 months interest free credit on the repairs made.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Any replacement vehicle is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

Motor prosecution defence summary

What is covered under this section of the policy?

If **you** are facing suspension or disqualification of **your** driving licence, **we** can instruct a solicitor to act on **your** behalf. This section provides cover for **your** legal expenses incurred in defending **your** legal rights.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Cover is provided up to a maximum of £20,000 for legal expenses.
- Cover is provided if **you** are facing suspension or disqualification of **your** driving licence.
- There must be reasonable prospects of avoiding a suspension or disqualification.
- Cover does not include any fines and penalties.
- Cover excludes any charges relating to alcohol and/or drugs.

Motor legal helpline summary

What is covered under this section of the policy?

If **you** require legal advice relating to a motoring issue, **our** helpline is here to assist.

Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems.
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

DETAILED POLICY WORDING

This details the full **policy** wording for each section of **your** Motor Legal Protection **Policy**.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Protection **Policy**:

4th Dimension
4th Dimension Innovation Limited, whose role is to administer this policy.

Alternative Hire Vehicle
A vehicle provided to the **insured** under a credit hire agreement.

Claim
A civil **claim** for damages for any **uninsured loss** arising out of an **insured event**.

Conditional Fee Agreement / Damages Based Agreement
An agreement between **you** and the **solicitor** which sets out the terms under which the **solicitor** will charge **you** for their own fees.

Court
A court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **litigation** is proceeding.

Insured
The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured Event
A road traffic accident arising from the negligence of a **third party**.

Insured Liability
Your legal obligation to pay **third party costs**, **own solicitor's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of indemnity**.

Insured Vehicle
The motor car, motorcycle or commercial vehicle specified in the underlying **policy** of motor insurance taken out by the **insured**, including any caravan, sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

Legal Costs and Expenses
Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of Indemnity
Is the maximum sum that the **underwriter** will pay in total in respect of **your insured liability** in relation to the **litigation** subject always to the maximum amount of £100,000.

Litigation
All work reasonably undertaken by the **solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Motor Vehicle Insurance Policy
The vehicle insurance **policy** issued to the **insured** in compliance with the Road Traffic Act.

Order
An order made by the **court** in connection with the **litigation**.

Own Disbursements
Your liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the **litigation** as **we** agree.

Own Solicitor's Costs
The reasonable and proportionate but irrecoverable costs incurred by the **solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Period of Insurance
The period during which the **motor vehicle insurance policy** is in force.

Prospects of Success
The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs **your own solicitor's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor
The appropriately qualified lawyer or legal representative appointed to act on behalf of **you**.

Special Territorial Limits
England, Wales, Scotland, Northern Ireland and Isle of Man.

Territorial Limits
Countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.

Third Party
The other person and/or party responsible for the **insured event**, excluding **you**.

Third Party Costs
Third party legal fees, disbursements and expenses which **you** are ordered to pay by a **Court** or which, with **our** approval, **you**:

a) agree to pay; or

b) become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or

c) become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of **your** Solicitor and agreed by **us**; or

d) become liable to pay by discontinuing the **Litigation** under Part 38 of the Civil Procedure Rules.

Underwriter
Financial and Legal Insurance Company Limited, who underwrites Section 1 and Section 3 of this **motor legal protection policy**.

Uninsured Loss
Any loss sustained by **you** arising out of an **insured event** where such loss is recoverable from the insurers of the **third party**.

We, Us, Our
4th Dimension and/or the **underwriter** where appropriate.

You/Your
The **insured** and any authorised driver of or passenger carried in or on the **insured vehicle**, or their legal representatives in the event of death.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this **policy** are for reference only and shall not be considered when determining the meaning of this **policy**.

SECTION 1

UNINSURED LOSS RECOVERY

This section is underwritten by Financial and Legal Insurance Company Limited and administered by **4th Dimension** Innovation Limited.

1. What is covered

1.1 The Underwriter will indemnify **you** against **your insured liability** for any **claim** against a **third party** arising from or out of:

a) **uninsured loss** – Any financial losses **you** suffer as a result of an **insured event** and which **you** are not insured for under any other policy of insurance

b) personal Injury – **your** death or personal injury suffered as a result of an **insured event**.

1.2 The **underwriter** will indemnify **you** against **your insured liability** in relation to the above, subject to:

- the **insured event** taking place within the **territorial limits** and within the **period of insurance**;
- the **litigation** having **prospects of success**;
- the maximum sum **we** pay not exceeding the **limit of indemnity**; and
- the terms and conditions of this policy.

2. What is not covered

In addition to the points listed below, please read paragraph 2 'What is not covered' of the General Terms and Conditions.

2.1 Any **third party costs, own solicitor's costs** and **own disbursements** incurred prior to **our** confirmation of indemnity being granted to **you** under this policy.

2.2 Any appeal against any **order** made in the **litigation**.

2.3 **Own solicitor's costs** to the extent that the hourly rate of a **solicitor** chosen by **you** exceeds the rates set out in **our** Non-panel Solicitor Terms and Conditions.

2.4 Any **claim** where the **third party** cannot be traced or does not hold valid motor insurance at the time of the accident.

2.5 Any **claim** not reported to **us** within 180 days of the occurrence of the **insured event**.

2.6 Any **claim** or counter claims made against **you** by the **third party**.

2.7 Any legal proceedings dealt with by a **court** or other body, outside the United Kingdom and/or to which **we** have not agreed.

3. General conditions
Conduct of the litigation

3.1 We can attempt to settle **your claim** arising from the **insured event** prior to the appointment of a **solicitor** or the start of **litigation**.

3.2 **We** can take over conduct of the **litigation** at any time in **your** name.

3.3 **We** can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this policy.

3.4 **We** may at **our** discretion discharge all liabilities to **you** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **limit of indemnity**.

3.5 Where proceedings are to be commenced in respect of an **insured event** occurring within the **territorial limits** and outside of the United Kingdom, the **solicitor** shall initiate proceedings within the **courts** of the United Kingdom only.

Your obligations

3.6 **You** must report all **claims** to **us** without delay and not later than 180 days after the **insured event**.

3.7 For **claims** being decided by a **court** in England and Wales, **you** will be required to enter into a **conditional fee agreement** with the **solicitor** under which if **you** lose **your claim you** will not be required to pay their fees, provided **you** have complied with the terms and conditions of the **conditional fee agreement**.

3.8 The **litigation** must be conducted in a manner such that **your insured liability** is reasonable and proportionate to **your claim**.

3.9 **You** must co-operate with **us** at all times and forward any communications received in connection with an **insured event** to **us** without delay and supply **us** with any information **we** require.

3.10 **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **litigation**.

3.11 **You** must advise **us** immediately of any offers of payments to settle the **litigation**.

3.12 **You** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.

3.13 **You** must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured liability**.

3.14 **You** must adhere to the terms and conditions of this policy at all times. If **you** make any **claim** under this policy which is fraudulent or false or where there is collusion between **you** and the **third party** or any witness this policy shall be declared void and shall no longer apply.

3.15 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this policy shall be declared void and shall no longer apply.

4. Representation

4.1 **We** have the right to make investigations into the case.

4.2 Where appropriate **we** will pass the **claim** to a **solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured event** on **your** behalf.

4.3 Where **court** proceedings are necessary or where it is otherwise required, the legal representative will be a **solicitor** chosen by **us**. If **you** wish to appoint **your** own **solicitor you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **litigation**.

4.4 Once **your** chosen **solicitor** has signed **our** Non-panel Solicitor Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this policy and **our** Non-panel Solicitor Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. Terms applicable to own solicitor's costs and own disbursements

5.1 **We** shall only be liable to pay **own solicitor's costs** and **own disbursements** after the conclusion of the **litigation**.

5.2 **We** shall only be liable to pay **own solicitor's costs** and **own disbursements** to the extent that **you** do not recover **own solicitor's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **order** as to **own solicitor's costs** and **own disbursements.**

5.3 Any **insured liability** for **own solicitor's costs** and **own disbursements** is subject to the following conditions:

- it is necessary to incur **own solicitor's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
- where **own solicitor's costs** and **own disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **your solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own solicitor's costs** and **own disbursements** if **we** pay them and they are subsequently recovered by **you** from the **third party**;
- **we** shall not be liable to indemnify **you** for VAT on any **insured liability** if and to the extent that the VAT can be recovered;
- **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **litigation** on terms which preclude **your** recovery of **own solicitor's costs** and **own disbursements**; and
- in the event of **you** appointing **your** own **solicitor we** will only be liable to pay **own solicitor's costs** at the rate set out in **our** Non-panel Solicitor Terms and Conditions. If the chosen **solicitor** charges an hourly rate in excess of the rate set out in **our** Non-Panel Solicitor Terms and Conditions **you** will be solely responsible for the shortfall.

6. Dual insurance

6.1 If **you** have another policy of **legal expenses** insurance that provides cover for **your claim** and **litigation**, **we** will only cover **our** proportionate share of the **claim** and **litigation** assuming that the other policy of **legal expenses** insurance had paid out in full.

7. Disputes

7.1 If **we** do not initially think there is a reasonable **prospect of success**, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the **prospects of success**.

7.2 Any dispute between **you** and **us** in relation to **your claim** and/or **litigation**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at

the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

SECTION 2

REPLACEMENT VEHICLE AND VEHICLE REPAIR

This section is administered by **4th Dimension** Innovation Limited.

1. What is covered

1.1 In addition to the cover provided by this policy, if the damage to the **insured vehicle** occurs within the **special territorial limits**, **we** may be able to offer the following additional services, independently from this policy:

- **we** may be able to obtain an **alternative hire vehicle** of an equivalent type, pending repair or replacement of the **insured vehicle**, if the damage prevents the **insured vehicle** from being driven and is caused by the negligent or wilful act of a **third party** who has the benefit of valid motor insurance and provided **we** have identified the **third party** and their insurers
- if the damage to the **insured vehicle** is caused by the negligent or wilful act of a **third party** who has the benefit of valid motor insurance then, provided **we** have identified the **third party** and their insurers and the **insured vehicle** can be repaired, **we** may be able to arrange to have the **insured vehicle** repaired and to provide **you** with up to 12 months interest free credit on the repairs made.

2. General conditions

2.1 **You** must report the damage to the **insured vehicle** to **us** within 14 days of the incident.

2.2 Provision of the **alternative hire vehicle** is subject to the terms and conditions of the provider of the **alternative hire vehicle**. These are available from the provider at the time the **alternative hire vehicle** is provided or can be obtained from **4th Dimension** on request.

2.3 **You** must provide any assistance required by **4th Dimension** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire vehicle** from any **third party** at fault in connection with the incident giving rise to the damage to the **insured vehicle**, including permitting **4th Dimension** or any such representative to take proceedings in **your** name and/or assigning any rights against any such **third party** to **4th Dimension** or its representative.

2.4 The **alternative hire vehicle** provided will be a manual transmission vehicle unless **your** driving licence only permits **you** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.

2.5 **You** must produce **your** original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire vehicle** will be provided.

2.6 **You** must provide valid credit or debit card details before an **alternative hire vehicle** will be provided.

2.7 **You** will be responsible for any fuel costs, fares, fines and fees.

2.8 **You** must pay a security/fuel deposit when an **alternative hire vehicle** is provided. This is refundable on return provided the **alternative hire vehicle** is free from damage and has the same amount of fuel as when provided.

2.9 **You** can choose to upgrade to any vehicle other than the **alternative hire vehicle** offered, but the costs of such upgrade will be **your** responsibility.

2.10 No **alternative hire vehicle** may be used outside the **special territorial limits**.

2.11 **You** will be responsible for any hire costs if **you** fail to return the **alternative hire vehicle** when requested to do so by the provider of the **alternative hire vehicle**.

3. What is not covered

In addition to the points listed below, please read paragraph 2 "What is not covered" of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:

3.1 the damage to the **insured vehicle** took place prior to the **period of insurance**.

SECTION 3

MOTOR PROSECUTION DEFENCE

This section is underwritten by Financial and Legal Insurance Company Limited and administered by **4th Dimension** Innovation Limited.

1. What is covered

1.1 We will pay up to £20,000 in defending the legal rights of the **insured** including an appeal against conviction or sentence after an event where the **insured** receives a summons, a requisition for prosecution, or is charged and required to go to court which arises as a result of the **insured** using the **insured vehicle** where:

- the **insured** is facing suspension or disqualification of their driving licence; and
- the representative of the **insured** considers that there are reasonable prospects of avoiding that outcome; and
- the **insured vehicle** was being used within the **special territorial limits**.

2. What is not covered

In addition to the points listed below, please read paragraph 2 "What is not covered" of the General Terms and Conditions.

2.1 If **we** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.

2.2 Any **legal costs and expenses** covered by **your motor vehicle insurance policy**.

2.3 If **you** fail to provide **us** with reasonable notice of a prosecution and **we** or **your solicitor** is unable to prepare in advance of any hearing.

2.4 If **we** have not agreed to the **legal costs and expenses** involved in **your claim**.

2.5 Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **you**.

2.6 Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against **you** by a criminal **court**.

2.7 Any offences which are brought against **you** and for which **you** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

3. General conditions

3.1 **You** must co-operate with **us** at all times and forward any communications received in connection with **your** prosecution without delay and supply **us** with any information **we** require.

3.2 **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances.

3.3 **You** must not attempt to exaggerate or mislead **us**, **your solicitor** or anyone else in relation to **your** prosecution, otherwise this policy shall be declared void and no longer apply.

4. Representation

4.1 **We** have the right to make investigations into the case.

4.2 Where appropriate **we** will appoint a **solicitor** to act on **your** behalf.

4.3 If **you** wish to appoint **your** own **solicitor you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the **legal costs and expenses**.

4.4 Once **your** chosen **solicitor** has signed **our** Non-panel Solicitor Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this policy and **our** Non-panel Solicitor Terms and Conditions. You must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

SECTION 4

MOTOR LEGAL HELPLINE

This section is administered by **4th Dimension** Innovation Limited.

1. What is covered

1.1 If the **insured** requires legal advice relating to a motoring issue, **our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **special territorial limits**.

GENERAL TERMS AND CONDITIONS APPLICABLE TO SECTIONS 1, 2, 3 AND 4

1. How to make a claim

4.1 Sections 1 and 2 - To make a claim under sections 1 and 2 of this policy please call our claims line **0330 018 9166,** 24 hours a day 365 days a year.

Sections 3 and 4 - To make a claim under sections 3 and 4 of this policy please call our claims line **0330 0412 179,** 24 hours a day 365 days a year.

You will need to confirm the following:

- policyholder's name and address
- policy number.

2. What is not covered

In addition to the items listed in Sections 1, 2, 3 and 4, the following are also not covered under this **policy**.

2.1 Any **claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **you**, or fines and penalties imposed by a criminal court.

2.2 Any **claim** or service offered by this policy where the **insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **motor vehicle insurance** policy.

2.3 Any **claim** or service offered by this policy where the **insured** has not paid the premium.

2.4 Any **claim** or service offered by this policy occurring from use of the **insured vehicle** for motor racing, rallies, speed trials or competitions of any kind.

2.5 Any **claim** or service offered by this policy where the **insured vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **insured event**.

2.6 Any **claim** or service offered by this policy that is made by the driver of the **insured vehicle** where the driver does not have a valid driving licence.

2.7 Any **claim** or service offered arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it
- 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 any government or public or local authority
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
- the failure of any device to recognise, interpret or process any date as its true calendar date.

3. Cancellation

3.1 This policy will automatically be cancelled in the event that the underlying **motor vehicle insurance policy**, in connection with which it is arranged, is cancelled or avoided at any time.

3.2 **Where you cancel your policy if you purchased a Bennetts additions policy**

This policy is a mandatory part of **your motor vehicle insurance policy** and will automatically be cancelled in the event that the underlying **motor vehicle insurance policy**, in connection with which it is arranged, is cancelled or avoided at any time. For further details, please read the cancellation sections in **your motor vehicle insurance policy**.

If you purchased motor legal protection as an additional product

You may cancel this **policy** at any time by contacting Customer Services on the number shown in **your motor vehicle insurance policy**. For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **your motor vehicle insurance policy**.

3.3 **Where we cancel your policy**

We may cancel this policy at any time provided that **we** give **you** 30 days notice. **We** will only cancel this policy if there are serious grounds to do so such as serious

breaches of the terms and conditions of this policy, if **we** reasonably suspect fraud or the misrepresentation of **your claim**, if **you** act in an abusive or threatening manner to **our** staff or if **you** fail to respond to **our** requests for additional information.

For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **your motor vehicle insurance policy**.

4. Automatic renewal

4.1 For **your** protection, **we** reserve the right to automatically renew this **policy** annually in conjunction with the underlying **motor vehicle insurance policy**. If **we** do not receive **your** instructions to cancel the **policy** from the renewal date, **we** may, at **our** option, renew **your** policy. **You** will then be liable for any premiums that fall due. **You** may opt out of the automatic renewal process at any time by contacting **our** Customer Services helpline shown in **your** main **motor vehicle insurance policy** documents.

5. Subrogation

5.1 If **we** make a payment under this **policy**, **we** will be subrogated to any and all of **your** rights in connection with such payment. **You** also agree to give **us** as much assistance as **we** may reasonably require in relation to the exercise by **us** of **our** subrogated rights.

6. Contracts (Rights of Third Parties) Act 1999

6.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a **third party** which exists or is available other than by virtue of this Act.

7. Dishonest and fraudulent claims

7.1 If the **court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **you** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **we** have previously made.

8. Assignment

8.1 **You** may not assign **your** rights under this policy without **our** prior written consent.

9. Governing law

9.1 **We** and **you** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

10. Change of law

10.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

11. Customer satisfaction

11.1 Any enquiry or complaint regarding this policy may be addressed to: Bennetts Customer Relations Manager, The Saga Building, Middelburg Square, Folkestone, Kent, CT20 1AZ.

If **you** are not satisfied with the way the complaint has been dealt with **you** may be entitled to refer **your** complaint to the financial ombudsman Service, Exchange Tower, London, E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email:complaint.info@financial- ombudsman.org.uk

The complaints procedure above does not affect any legal rights **you** may have.

11.2 **Financial services compensation scheme**

Financial and Legal Insurance Company Limited, who underwrites Section 1 and Section 3 of this policy, is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This

depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim**. Further information is available from the FSCS on their website at www.fscs.org.uk or by contacting them on 0207 741 4100.

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Financial and Legal Insurance Company Limited. Registered No. 03034220. Registered office: No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Number 202915. You can check the above details on the Financial Services Register by visiting register.fca.org.uk or by contacting the FCA on 0800 111 6768.

12. Data protection & privacy statements

12.1 For details of **our** data protection and privacy statements please refer to **your motor vehicle insurance policy.**

RAC BREAKDOWN

This section is applicable only if the schedule shows that RAC Breakdown cover is included (this is included as standard for Bennetts Additions policies).

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

Please check **your RAC policy** summary for details of **your** cover.

Call this number in the event of a **breakdown: 0330 332 8465.**

You will need to confirm the following:

- policyholder's name and address
- registration number of the **bike**
- make, model and colour of the **bike**
- present location of the **bike**
- nature of the **breakdown.**

Thank you for taking out Bennetts Bike Insurance, including **breakdown** cover provided by **RAC**. The following terms and conditions apply unless **you** and **RAC** have agreed otherwise in writing.

Please ensure **you** read **your RAC policy** in full before **you** travel and that **you** take this **RAC policy** document with **you**. This **breakdown** cover is provided only to the **bike** insured under **your Bennetts policy**. This **RAC policy** is a contract between **RAC** and **you**. **RAC** agree to pay for those costs set out in this **RAC policy**, which occur during the **period of cover** and for which payment of the appropriate premium has been made and subject to the following terms and conditions.

Your RAC breakdown cover options

Your RAC Policy cover is dependent on the **RAC** option **you** selected:

	Roadside	Recovery	At Home	Onward Travel	Europe
Basic	•				
Plus	•	•	•	•	
EU	•	•	•	•	•

If the service **you** require is not provided for under **your RAC policy**, **RAC** 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 **RAC** will not act as an agent.

Definitions

Below are certain words that have a specific meaning in this **RAC policy** and wherever these words appear in **bold** they have the following meaning, otherwise the words defined in the main policy wording apply throughout:

Accident - an accidental crash immobilising the insured **bike.**

Bike - the **bike** you are riding and whose registration number, make and model is stated in your **Bennetts policy** schedule.

Breakdown / break down / broken down - where the **bike** is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure during the period of cover in the UK, Channel Islands, Isle of Man or in Europe. A component failure in itself does not constitute a **breakdown** unless it causes the bike to cease to function as a whole.

Bennetts policy - the **bike** insurance policy arranged by Bennetts.

Callout - a call for assistance under this **RAC policy.**

Documents - this **RAC policy** and all associated documentation provided to you by Bennetts on RAC's behalf.

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

European Claim - any request for service while in **Europe.**

Home - **your** risk address on **your Bennetts policy.**

Journey - a holiday or trip on a **bike** to **Europe** which begins on departure from the **home** and ends on return to the **home.**

Period of cover - the length of time for which **RAC** will provide cover for **you**. This is shown in **your Bennetts policy** schedule.

RAC / their / they - **RAC** Motoring Services and/or **RAC** Insurance Limited.

RAC policy - **your RAC breakdown policy** as set out in this document.

Resident of the United Kingdom - a person living permanently in the **United Kingdom** or a person employed by a company having its registered office in the **United Kingdom.**

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

The Party / Your Party - the persons including **you**, travelling with **you** on the **bike.**

United Kingdom / UK - England, Scotland, Wales and Northern Ireland.

You/Your - the person named on **your Bennetts policy** when riding the **bike**, or any other person riding the **bike** with the owner's consent.

What to do if you break down

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

a) call the appropriate number stated below

b) have to hand **your Bennetts policy** number and **bike** registration

c) 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.

UK 0330 332 8465

France & Monaco 00 33 472 43 52 44 (pay call) 0800 290 112 (free phone within France and Monaco only)

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

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

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

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

RAC customers with hearing difficulties will need to prefix 18001 before dialling the relevant number to be connected to Type talk or use the SMS facilities on 07855 828282. These services are not available for European incidents. In the event of a **breakdown** in **Europe**, customers with hearing difficulties should text +447855 828282.

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls.

RAC calls may be monitored and/or recorded.

In the UK, Channel Islands and Isle of Man

Call charges may apply. Please check with **your** telephone provider. 033 numbers are charged as national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for **RAC** to return a call to a mobile phone.

Mobile phones

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

Breakdowns on motorways

On continental motorways (including service areas) **you** MUST use the roadside emergency telephones. **You** cannot call **RAC** control centres from these. **You** will be connected to the police or authorised motorway service, who will send a **breakdown** recovery vehicle. However, this will only be to the recovery company's own depot if they cannot fix **your bike** – contact

RAC using the numbers above as soon as **you** can, if possible from the recovery company's depot.

You may have to pay labour and towing charges on the spot – an authorised tariff is normally applicable.

These items are covered and **you** should obtain a receipt to request a reimbursement on **your** return **home.**

SERVICE IN THE UK, CHANNEL ISLANDS AND ISLE OF MAN

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

Terms and conditions for 'roadside'

Roadside

If **you** are stranded on a public highway (or other road or area to which the public has the right of access) as a result of a **breakdown** to **your bike**, **RAC** will send an **RAC** patrol or contractor to help **you**. **RAC** will try to repair **your bike** at the roadside.

Roadside includes labour at the scene of the **breakdown** (but not labour at any garage to which the **bike** is taken). If **RAC** cannot repair the **bike** at the roadside, and **RAC** believe repairs are unwise or cannot be completed within a reasonable time, **RAC** will take the **bike** and up to 3 people to a destination of **your** choice within 10 miles from the scene of the **breakdown.**

If **you** have no preferred destination, **RAC** 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 **RAC** will reimburse **you** for taxi fares up to 20 miles (a receipt must be obtained).

Roadside assistance is also available in the Republic of Ireland.

Roadside does not cover

- **Breakdowns** which would be prevented by routine servicing of **your bike.**
- Routine servicing of the **bike.**
- Missing or broken keys. **RAC** will try to arrange the services of a locksmith but **you** will have to pay for them.
- Replacing tyres or glass.
- The cost of ferry crossings and road toll and congestion charges.
- **Bikes** being demonstrated or delivered by motor traders, or used under trade plates.
- **Bikes** which **break down** within 1/4 mile of **your home** address.
- **Bikes** which, in the reasonable opinion of **RAC** patrol or contractor, had **broken down** or were unroadworthy before **you** took out **your RAC policy.**
- Contaminated fuel problems. **RAC** 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 **RAC** 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 **RAC** for assistance following such an incident **you** will be liable to pay **RAC** for removal. (Subject to the terms of **your Bennetts policy, you** can then reclaim these costs through **your** insurance).

- The tow or transport of any **bike**, which, in the reasonable opinion of **RAC**, is loaded beyond its legal limit.
- Any **bike** in a position where **RAC** cannot work on it or tow it, or whose wheels have been removed. **RAC** can arrange to rectify this but **you** will have to pay the costs involved.
- Please note that any onward transportation of animals is at **RAC** discretion and solely at **your** risk. **RAC** will not insure any animal during any onward transportation **RAC** undertake.

Terms and conditions for 'recovery'

Recovery

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

- if **RAC** cannot get **your bike** repaired locally within what **RAC** deem to be a reasonable time, **RAC** will take the **bike** and up to 3 people to **your home** within the **UK** or a single address anywhere within the **UK**. An adult must accompany any persons under the age of 16
- **you** can use Recovery if **you** are ill, and there are no passengers who can ride the **bike**, so that **you** cannot continue **your** trip. **You** must show **RAC** a doctor's medical certificate confirming **your** inability to drive (in these cases, **RAC** will provide this service at our reasonable discretion).

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

Recovery does not cover

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

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

- service within 24 hours of commencement of this **RAC policy**
- **bikes** not covered by a valid current excise licence.

Terms and conditions for 'at home'

At Home

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

At Home allows **you** to use Roadside within ¼ mile of **your home** address or where **you** normally keep the **bike**.

At Home does not cover:

- the rectifying of failed or attempted repairs
- recovery of the **bike**
- the reimbursement of taxi fares
- service within 24 hours of commencement of this **RAC policy.**

Terms and conditions for 'onward travel'

Onward Travel

Onward Travel benefits must be arranged at the time of **breakdown** and cannot be requested later.

You are entitled to one of the following extra benefits once **RAC** have decided that **they** 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 **RAC** have been called to rectify failed repairs.

Replacement car hire

RAC will pay for:

- insurance (including collision damage waiver)
- up to three days' hire cost of a manual car up to 1600cc if **your bike** is being repaired.

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

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

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

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

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

Alternative Transport

RAC will reimburse **you** for standard class rail or other transport of **RAC's** choice for up to 3 people to reach the end of their journey within the **UK**. **RAC** will pay up to £150 per person.

Hotel Accommodation

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

Special medical assistance

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

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

Onward Travel does not cover:

- other charges arising from **your** use of the hire car benefit, such as fuel costs, deposit, any

insurance excess charges, collecting and returning the hire car and any costs due to **you** keeping the car after the agreed period of hire (**you** must settle these charges directly with the supplier)

- if **you** are unfortunate enough to have an incident with the hire car and **you** make an insurance **claim**, **you** will be responsible for paying any excess
- service within 24 hours of commencement of this **RAC policy**
- **breakdowns** in the **UK** resulting from road traffic **accidents**, vandalism, fire or theft
- any of the Onward Travel benefits, as stated above, before **RAC** attendance of the **breakdown** incident
- any of the Onward Travel benefits, as stated above, if the **bike** is not covered by a valid current excise licence.

SERVICES WHILST ABROAD

Terms and conditions for 'European cover'

European Cover

European cover applies to **bikes** registered with the relevant Vehicle Licensing Agency and operates throughout **Europe**.

European cover operates within all countries defined as **Europe** within the definitions section of **your breakdown** policy wording.

RAC Policy Description

Service in the UK en route to a destination abroad

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

Service while abroad

Product	Limitation
Roadside assistance	Repair at the roadside or recovery to the nearest garage capable of performing repairs
Additional accommodation expenses	£30 per person per day
Journey continuation or return home	Maximum of 14 days replacement vehicle or second class rail fare
Bike break-in, emergency repair	£175
Accidental damage to or loss of tent	£30 per person per day

Bike repatriation to the UK	Limited to the value of the bike being contained within UK Glass's guide or other appropriate industry standard used by RAC

Service after return home

Product	Limitation
Collection of bike left abroad for repair	£600

Service in the UK en route to Europe

If **you** are stranded on a public highway through **breakdown** of **your bike** on the outward **journey** from **home** to **your** point of departure from the **UK** or on the inward **journey** from **your** point of entry to the **UK** to **home**, **RAC** will provide services as if **you** were abroad.

In addition **RAC** will pay towards the cost of a replacement vehicle including collision damage waiver and replacement Green Card as necessary, to complete the planned **journey** if **RAC** confirms **your bike** cannot be repaired within 24 hours. This is subject to a maximum contribution of £750.

Service whilst abroad

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

Required terms

To ensure **RAC** can provide the services contained within the European cover section, **you** will need to make sure that **you** have the following original documents with **you** when **you** are on a **journey**. If **you** do not have these documents **RAC** may not be able to provide assistance:

- credit card* (required if **you** need to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from the **RAC**)
- full UK driving licence (photo card, if held) and National Insurance number
- proof of **your RAC policy** (such as **your documents**)
- vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **bike** on the **journey**.

*In some circumstances a Visa or Mastercard debit card with raised numbers and sufficient available funds may be accepted, however, this cannot be guaranteed.

Roadside Assistance

In the event of a **breakdown RAC** will pay for the following subject to the limitations for each section as described in the following terms and conditions.

RAC will pay for:

- attendance of local **breakdown** or garage services to repair the **bike** at the roadside if possible; or
- tow of the **bike** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs and either:
  a) a contribution towards labour charges at a garage if it is possible to effect the repairs necessary to enable the **bike** to continue the **journey** on the date of **breakdown**; or
  b) inspection fees, in the event of a **breakdown**, to confirm that the **bike** cannot

be repaired by **your** return travel date and **your** request for assistance will include authorisation for **RAC** to arrange this; and

c) storage charges for the **bike** while awaiting repair or repatriation; and

d) the cost of wheel changes but not for replacement tyres.

RAC will not pay for:

- any labour costs other than those incurred at the roadside. **RAC** will not pay labour costs at any garage to which the **bike** is taken other than under paragraph numbered 2 above; or
- repair costs, including labour, if the **bike** was in a road traffic **accident**, damaged by fire or stolen or is in **RAC's** opinion uneconomical to repair or
- the cost of parts used for roadside or garage repairs; or
- the cost of any repairs not directly necessary to enable the **bike** to continue the **journey** on the date of the **breakdown**; or
- the cost of any other supplies, including but not limited to **specialist equipment.**

If the appropriate **RAC** control centre can confirm repairs to the **bike** will take more than 12 hours of being notified of a **breakdown**, or if it is to be repatriated to the **UK**, then **RAC** will pay for either:

- Additional accommodation expenses

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

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

Or

- **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 **UK**, a contribution to travel expenses to allow **you** to either:

  a) continue the planned **journey** during the period **your bike** is not roadworthy

  b) return **home** by direct route.

Expenses can comprise of a replacement vehicle for up to 14 days per **European claim**, including collision damage waiver (see "Important replacement vehicle information") and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

RAC will in **their** reasonable discretion decide which course of action to adopt, but **RAC** will take into consideration **your** preference.

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

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

RAC will not pay for:

- fuel, oil, personal insurance, any collection charge if a replacement vehicle is left at a different location to that arranged or any other costs in connection with the replacement vehicle
- the cost of any replacement vehicle beyond the period agreed with the appropriate **RAC** control centre

- any replacement vehicle expenses after **your bike** is repaired except for the direct **journey** to return and collect it
- first class rail fares
- any costs under this benefit if they are for a service **you** used at the same time as the section "Additional accommodation expenses"
- international drop charges where a replacement vehicle hired from abroad is dropped within the **UK**
- the costs of hiring a motorcycle
- any hire costs not arranged through **RAC** or agreed by **RAC.**

You are entitled to either of the following services:

You will have the following cover if **RAC** can confirm that repairs cannot be completed by **your** planned return date to the **UK** and providing the cost of repatriation is not uneconomical. (Repatriation will be uneconomical if it will cost more than the **UK** market value of **your bike** according to the Glass's guide or other appropriate industry standard used by **RAC**)

Cover is available for either:

- **Bike** repatriation

  RAC will pay for the cost of taking the **bike** by road transporter from abroad to **your home** or chosen **UK** repairer for repair.

  RAC will also pay the costs of packing and freighting **your** baggage if the **bike** is declared a 'Write-off' by Bennetts.

  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.

  RAC will not pay for:

  a) **claims** for any repatriation not authorised by the appropriate **RAC** control centre

  b) 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

  c) the cost of repatriation if **your bike** is roadworthy

  d) any **European claim** if **your bike** is being repatriated and Customs in any country find its contents are breaking the law

  e) any further costs in connection with the **bike** once declared a write–off.

Or

- Collection of **bike** from **Europe**

  RAC will pay the following costs up to £600 for one person to collect **your bike**, repaired abroad after a **breakdown**:

  a) standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection

  b) 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)

  c) up to £30 per night for single room hotel accommodation necessary to complete the round trip (limited to room only).

  RAC will not pay for:

  - first class rail fares

- the cost of any meals
- the costs of more than one person.

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

Authority for repatriation or repair

If **your bike** is not able to be ridden due to a road traffic **accident**, fire or theft, any damage which **you** are entitled to have repaired by Bennetts must be reported to them immediately.

Bennetts must decide whether to declare the **bike** as a write–off, authorise repair abroad or have the **bike** repatriated. **RAC** cannot repatriate the **bike** unless Bennetts first give their permission.

RAC also reserve the right to negotiate with them to reclaim costs incurred. If Bennetts cannot or do not give permission to repatriate then it is **RAC** decision alone whether to declare the **bike** a write-off, or repatriate or repair locally a **bike** which cannot be ridden as a result of a **breakdown**, or as a result of road traffic **accident**, fire or theft, for which **you** do not have fully comprehensive cover.

Additional services

RAC 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 **RAC** will pay for:

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

RAC 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

RAC will pay:

A contribution to accommodation expenses of up to £30 per person per day if during the **period of cover you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen.

Alternatively, **RAC** may 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.

RAC will not pay for:

- the cost of meals or any other costs that are not specified above caused by weather conditions
- the cost of a replacement tent not authorised by **RAC**
- 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

RAC 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.

RAC will not pay for:

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

Customs claims indemnity

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

- the **bike** is beyond economic repair as a result of fire or theft abroad during the **journey** and it has to be disposed of abroad under Customs supervision; or
- it is stolen abroad during the **journey** and not recovered. **RAC** will deal with necessary Customs formalities.

To arrange, please call: RAC European Support, 0330 159 0342 (Calls may be recorded and/or monitored) Monday – Friday 9am – 5pm.

RAC will not pay any import duties not relating to the **bike**.

Please note:

- **you** may only make one **European claim** per **journey** and **you** may make a maximum of two **European claims** per year
- there is an overall limit of £2500 per **European claim** applied to the European cover section of this **RAC policy**.

RAC Policy Requirements and Limitations (Service in the UK and abroad)

Credit card details

RAC will require **your** credit card details if **they** arrange a service for **you** which is not covered by the **RAC policy** or if it exceeds the limits set out in the part(s) entitled "Terms and Conditions". If **you** do not provide **RAC** 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.

In some circumstances a Visa or Mastercard debit card with raised numbers and sufficient available funds may be accepted, however, this cannot be guaranteed.

Motorcycles

It is not possible for **RAC** to hire a motorcycle if a replacement vehicle is required. A replacement vehicle or alternative transport will be arranged, whichever is most suitable. **RAC** are also unable to hire a trailer for **you** to transport **your bike**.

Trailers

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

RAC do **their** best to find solutions to motoring problems, but **they** regret that **they** cannot arrange a replacement trailer in the event of **breakdown** or **accident** damage which cannot be repaired. It is also virtually impossible to replacement vehicles with tow bars and it may become necessary to repatriate a trailer together with a towing vehicle which cannot be repaired abroad by the return date.

Unforeseeable losses or events

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

RAC do not guarantee the provision of any of the benefits under **your RAC policy**, if there is anything beyond **RAC's** reasonable control or the reasonable control of any service provider which prevents **RAC** or a service provider from providing that benefit. Benefits may be refused if **you** or any of **your party** behaves in a threatening or abusive way to any persons providing service under this **RAC policy**.

Taxi bookings

In some circumstances it can be quicker and easier for **you** to arrange a taxi. **RAC** may ask **you** to make **your** own arrangements for taxi service. If so please send **your** receipts to **RAC** and **they** will reimburse **you**.

Service providers

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

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 website at:

https://www.gov.uk/government/organisations/foreign-commonwealth-office

or email: TravelAdvicePublicEnquiries@fco.gov.uk

Important replacement vehicle information

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

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle. Car hire companies insist on having credit card details at the time of booking and the card must be produced at the time of hiring the replacement vehicle. The name on the credit card and the name of the driver of the replacement vehicle must be the same. Debit cards are not always accepted. If **you** leave a replacement vehicle 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 replacement vehicle 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 replacement vehicle and location. The CDW covers the amount above the excess.

In some parts of **Europe** replacement vehicles 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 replacement vehicle hired abroad must not be brought into the **UK**. A second replacement vehicle will be arranged for the **UK** part of **your journey**.

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

RAC will not be responsible for any delays in obtaining a replacement vehicle and cannot guarantee to provide it in time to connect with **your** pre-booked ferry, etc.

You may have to collect a replacement vehicle from the nearest available place of supply.

Repayment of credit

You must pay back to **RAC** on demand:

- any costs **RAC** have paid for which **you** are not covered under **your RAC policy**
- 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.

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

RAC Policy exclusions (service in the UK and abroad)

In addition to any limits and exclusions noted elsewhere in this **RAC policy, RAC** will not cover:

- costs for anything which was not caused by the incident **you** are claiming for
- **bikes** which have **broken down** as a result of taking part in any motor sport event or off road activity (including, without limitation rallies) which takes place off the road and / or is not subject to the normal rules of the road. However, **bikes** participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which takes place on, and complies with the normal rules of the road will be covered
- any **callout** or **European claim** if **you break down** at a motor traders premises, garage or premises offering **bike** repair
- the cost of all parts, garage, labour or other costs in excess of **your RAC policy** limits set out in the part(s) entitled "Terms and Conditions". Please note these costs in **Europe** are likely to be higher than in the **UK**
- loss caused by any delay, whether the benefit or service is being provided by **RAC** or someone else (for example a garage, hotel, car hire company, carrier, etc)
- any incident affecting a replacement vehicle hired under the terms of this **RAC policy**
- routine servicing of **your bike**
- the cost of a glass or tyre specialist. **RAC** will arrange for **your bike** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **bike**. Any other recovery may be arranged but **you** will be liable for any additional costs
- the cost of a locksmith if **you** lose, break, or lock **your** keys in **your bike**. If **RAC** are unable to retrieve the keys from **your bike** for any reason, **RAC** will arrange for a locksmith to attend where available, but **you** will be responsible for the costs. If a locksmith is not available, **RAC** will arrange for **your bike** to be taken to a nearby garage for assistance but **you** will have to pay for any work carried out on the **bike**. Any other recovery may be

arranged but **you** will be liable for any additional costs.

- any **callout** or **European 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
- any **callout** or **European claim** caused directly or indirectly by the overloading of **your bike** and/or any trailer.
- Any **callout** or **European 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
- any **callout** or **European claim** caused directly or indirectly by the effect of intoxicating liquors or drugs
- any **callout** or **European claim** where **your bike** is being ridden by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence
- any **callout** or **European claim** which **you** have made successfully under any other policy of insurance held by **you**. If the value of **your callout** or **European claim** is more than the amount **you** can get from **your** other insurance **RAC** may pay the difference subject to these **RAC policy** limits and exclusions
- the cost of any transportation, accommodation or care of any animal. Any onward transportation is at **RAC's** discretion and solely at **your** risk. **RAC** will not insure any animal during any onward transportation **they** may undertake
- any period outside **your period of cover**
- any **bike** that does not conform to the following specification:
  a) maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
  b) maximum overall dimensions of: length 5.5m; height 3m; width 2.25m (all including any load carried)

  The vehicle restrictions apply equally to trailers except that the maximum length of trailers must not exceed 7.6m. If the **bike** which has suffered a **breakdown** is towing a trailer and **RAC** provide recovery, the trailer will be recovered together with the **bike** to a single destination.

  Other than as set out above trailers are not covered under this **RAC policy.** If the **bike** requires repatriation **RAC** will arrange for repatriation of the trailer as well
- **bikes** under 121cc for European cover
- any **callout** or **European claim** by **you** unless **you** are **Resident of the United Kingdom** and the **bike** is registered with the DVLA in Swansea or Northern Ireland
- any **bike** which is not in roadworthy and good mechanical condition at least 7 days before any booked trip to **Europe** within **your period of cover**. **You** must also make sure it is serviced as the manufacturer recommends
- any **bike** carrying more persons than recommended by the manufacturer, up to a maximum of 3 persons (including the rider)
- **your bike** if it is unattended

- 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
- **specialist equipment** costs. **RAC** will however arrange for the specialist services if needed, but **you** will have to pay any additional costs direct to the contractor
- any costs which are not directly covered by the terms and conditions of this **RAC policy**
- **bikes** which were **broken down** or unroadworthy at the start of this **RAC policy**
- it is a legal requirement that **bikes** used or recovered with their wheels in contact with the public highway must have a valid current excise license. Where no current excise license is in place **RAC** will attempt to fix **your bike** at the roadside but will not provide any other service or benefit. This does not apply to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles including certain old vehicles, agricultural vehicles and emergency vehicles. For further information please contact DVLA at www.dvla.gov.uk/
- the costs of any parts provided by **RAC** to fix **your bike** at the roadside must be paid in full by credit/debit card at time of **breakdown** before work can commence.

European claims procedure and conditions

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

RAC European cover requests for reimbursement are handled by: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN

If **you** have any enquiries relating to repatriations or requests for reimbursement associated with RAC European cover, please contact **RAC** on 0330 159 0342 (Calls may be recorded and/or monitored) email: breakdowncustomercare@rac.co.uk

If **you** have paid any cost which **you** believe is covered, please telephone **RAC** for a claim form immediately on **your** return **home**, quoting **your bike** registration 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 request for reimbursement.

RAC may refuse to arrange reimbursement of expenses **you** are claiming back if **you** cannot provide original receipts or bills for the items **you** have paid. Payment of requests for reimbursement depends on **you** complying with the following conditions:

- **you** must make any request for reimbursement on an **RAC** claim form, please bring **your** request for reimbursement to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **UK**. Requests 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
- if **RAC** pay out money for **you** under **your RAC policy they** can take over **your** right to get that money back. **You** must cooperate with **RAC** as much as possible if requested by **RAC**
- **you** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered
- **you** must forward to **RAC** any writ, summons, legal document or other communication about the request for reimbursement as soon as **you** receive them
- **you** must obtain any original receipts, certificates, police reports, evidence, etc. and give all

the information and help **RAC** may need at **your** expense. This includes medical certificates and details of **your** household insurance if necessary

- **you** must not admit liability or offer or promise payment without **RAC's** written permission
- the **bike** must be in roadworthy and in good mechanical condition when **you** commence **your journey**
- if any **European claim** is found to be fraudulent in any way **your** request for reimbursement will be forfeited.

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

Caring for RAC customers

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

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

Please quote **your** full name, contact telephone number or **RAC policy** number and **your bike** registration in any communication.

Please write to **RAC** at: Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or email: breakdowncustomercare@rac.co.uk.

If **you** are dissatisfied with any aspect of service received under **your** European cover please write to **RAC** at Breakdown Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or call from the UK on 0330 159 0360 or from Europe on 00 44 (0) 161 332 1040 (Calls may be recorded and/or monitored). Fax: 01922 746 528 Email: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact customer services on 0344 412 2171. If **you** prefer to put **your** complaint in writing please send it to Customer Relations Manager, The Saga Building, Middelburg Square, Folkestone, Kent, CT20 1AZ.

In either case, **RAC** will deal promptly with **your** query. Unless **RAC** can satisfactorily resolve **your** complaint within 24 hours **RAC** will send **you** an acknowledgement within five working days, along with a leaflet outlining **RAC** complaints procedures. In the unlikely event that **RAC** cannot resolve **your** complaint to **your** satisfaction, depending on the product and the nature of **your** complaint **you** may refer **your** concerns to the Financial Ombudsman Service at the following address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 or 0300 123 9123*.

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **RAC**. If **your** complaint relates to any provision of services provided by RAC Motoring Services, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

*Call charges may apply. Please check with **your** telephone provider.

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

Regulatory status

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services Reference numbers are 310208 and 202737 respectively. You can check our authorisation on the Financial Services Register by visiting register.fca.org.uk or by contacting the FCA on 0800 111 6768.

Registered address

RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 ST Botoloph Street London, EC3A 7QU.

Protecting your information

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data you and/or **Bennetts** supplies to the **RAC** is RAC Motoring Services (RACMS). This enables **Bennetts** to provide you with a quotation, for you and the **RAC** to enter into a contract for this **RAC policy**, in making a request for service or benefit, and for administering the **RAC policy**.

RACMS (Registered No: 01424399) Registered Office is RAC House, Brockhurst Crescent, Walsall, WS5 4AW. You can contact the Data Protection Officer for RACMS by emailing dpo@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from **Bennetts** when **Bennetts** provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when **you** contact the **RAC** directly in relation to **your RAC policy**. Please be aware that the **RAC** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that the **RAC** obtain about **you** are:

- name;
- policy number;
- **bike** registration number;
- **bike** manufacturer;
- **bike** model;
- DVLA date of bike first registration;
- contact details;
- **bike** location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that **you** provide the **RAC** from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate

interests in order to:

- provide **you** with a quote for cover;
- provide **you** with a contract for cover;
- fulfil **your** contract for cover;
- administer **your RAC policy**; and
- contact you to provide you with the services that form part of **your RAC policy.**

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. The **RAC** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the **RAC's** legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC policy**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if **you** do not provide **your** personal data, the **RAC** will be unable to provide **you** with the **RAC policy you** are requesting, as well as services related to administering **your RAC policy**.

RACMS will share the personal data **you** provide with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to the **RAC's** service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for the **RAC** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer **your** personal data outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and the **RAC**, or that RACGC enter into at **your** request, in **your** interest. In the event that RACGC transfers **your** personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of **your** personal data.

When you give the **RAC** personal information about another person, **you** confirm that they have authorised **you** to act for them, that **you** have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

RACGC or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made. RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

Choice of law

The laws of England and Wales govern **your RAC policy**, unless **you** and **RAC** agree otherwise and the agreement has been put in writing by **RAC**.

Use of language

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

RAC Policy cancellation

Your right to cancel

You are entitled to cancel **your RAC policy** within the first 14 days following the start of **your Bennetts policy** or the date you receive this **policy** booklet, whichever happens later. **Your RAC**

policy will be cancelled with immediate effect. **Bennetts** will refund **your premium** in full unless **you** have had a **callout** or **European claim** within this period, in which case no refund will be given. Cancellations must be made by contacting Bennetts.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your RAC policy** by contacting Bennetts. **Your RAC policy** will be cancelled with immediate effect. There will be no refund of **premium**.

If **your RAC Breakdown** cover has been included in **your Bennetts policy** as standard (this is stated in **your Bennetts policy** schedule) this cover cannot be cancelled without cancelling **your** main **Bennetts policy**. **Your RAC policy** must run alongside **your Bennetts policy**. If **you** cancel **your Bennetts policy**, all cover under this **breakdown** section will cease from the date of the cancellation.

RAC's right to cancel

- **RAC** may cancel **your RAC policy** in the event of misuse of **your RAC policy** as set out in the general conditions. In the event that **your RAC policy** is cancelled under these circumstances, **RAC** or Bennetts will write to **you** giving 7 days' notice and **your RAC policy** will be cancelled on the date stipulated.
- Where **RAC** cancel **your RAC policy** there will be no refund of any **premium** that has already been paid or that is due.

If **your RAC policy** is cancelled for any reason, the **bike** will no longer be covered for **breakdown** under **your RAC policy**.

PERSONAL ACCIDENT COVER

This insurance has been arranged by **Bennetts** and is applicable only if **your policy** schedule shows that Personal Accident cover is included (this is included as standard for Bennetts Additions policies).

Your insurers

This insurance has been accepted by **UK General Insurance Limited** on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. **UK General Insurance Limited** and **Bennetts** are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

If **you** have paid the premium as shown in the **policy schedule, UK General Insurance Limited** will agree to insure **you**, subject to the terms and conditions and any endorsements attaching to this **policy**, against damage **you** may incur for **accidents** occurring during the **period of insurance** as shown in the **policy schedule**.

Please take time to read the contents of this **policy** including how to make a **claim**.

This document and its **policy schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this policy then please call **Bennetts**.

Cancellation

If **you** have paid an additional premium for Personal Accident cover (this is stated on **your policy schedule**), **you** may cancel this Personal Accident cover at any time by phone on

0344 412 2171 or by post at **Bennetts** Customer Services, The Saga Building, Middleburg Square, Folkestone, Kent, CT20 1AZ.

There is no cancellation fee for cancelling within the first 14 days of receiving **your policy**. Where an additional premium has been paid for Personal Accident cover and **you** cancel within the 14 day period **you** will only pay for time on cover. If however **you** cancel after the 14 day cancellation period has expired **you** will not be entitled to a refund. If **your** Personal Accident cover has been included in **your policy** as standard (this is stated on your **policy schedule**) this cover cannot be cancelled without cancelling **your** main **Bennetts** Bike Insurance Policy. Personal Accident cover must run alongside **your Bennetts** Bike Insurance Policy. If **you** cancel **your Bennetts** Bike Insurance Policy, all cover under this Personal Accident cover will cease from the date of cancellation.

UK General Insurance Limited shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- fraud
- non-payment of premium
- threatening and abusive behaviour
- non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Definitions

The words defined in the main policy wording apply throughout this document, unless otherwise defined below.

Accident

An unexpected event that occurs when **you** are riding, mounting/dismounting **your bike** or undertaking any emergency roadside repairs to **your bike**.

Bennetts

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Bodily injury

Identifiable physical injury to the body of the **insured person** which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

Insured person

You or a named rider as detailed on the **policy schedule**.

Period of insurance

As detailed on the **policy schedule**.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and for 90 days in any country within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

UK General Insurance Limited

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

What is covered

As a result of an **accident** only, providing such **accident** occurs within the **territorial limits UK General Insurance Limited** will pay:

- up to the limit of indemnity below if the **insured person** receives an injury which causes death, or the loss of any limb, or permanent blindness in one or both eyes. Death, or the loss of any limb, or permanent blindness in one or both eyes must occur within 1 year of the **accident** and the **accident** must be the only cause of that death or injury
- up to the limits of indemnity below for permanent total disablement (excluding loss of sight or limbs), which prevents the **insured person** from engaging in any remunerative occupation and in the opinion of an appropriately qualified medical professional licensed to practice in the **territorial limits,** is unlikely to substantially improve
- the amounts shown below for up to 7 consecutive nights in respect of any one **accident** if **you** have to make an overnight stay in a hospital commencing during the **period of insurance** (being required to remain in a hospital bed on a ward, High Dependency Unit or Intensive Treatment Unit, from midnight until 7 o'clock the next morning)
- for emergency dental treatment as long as it is to immediately relieve pain only up to the amount shown below.

The most **UK General Insurance Limited** will pay in any one **period of insurance** is £15,000.

UK General Insurance Limited will make the payment to **you** or **your** legal representative.

Section	Limit of indemnity
Death	£15,000
Total loss of sight	£15,000
Loss of sight in one eye	£15,000
Loss of speech	£15,000
Loss of hearing	£15,000
Loss of limb/limbs	£15,000
Loss of jaw bone	£15,000
Permanent total disablement	£15,000
Hospital benefit	£50 per 24 hours up to £350
Emergency dental cover	Up to £250

Exclusions

This Personal Accident benefit does not apply to:

- anyone not wearing a helmet at the time of the **accident**, other than the **insured person** when mounting or dismounting the **bike**
- death or bodily injury caused by suicide or attempted suicide
- death or bodily injury while under the influence of drugs or alcohol
- a disability or bodily injury which occurred prior to the **period of insurance**
- any **accident** which occurs outside the **territorial limits**
- any **accident** that occurs when the **insured person** is riding a class of vehicle for which they do not hold a valid licence
- claims where **your bike** is being used for any of the following:

  a) dispatch, courier and messenger services, or food delivery

b) racing, pace making or being in any contest or speed trial (road safety rallies and treasure hunts will be covered)

c) riding on any race track, circuit or de-restricted toll roads

d) trials (apart from where **your bike** is travelling on a road which the public has access to).

General conditions

- **UK General Insurance Limited** will only provide the cover described in this insurance if:

  a) anyone claiming has met all the conditions in this document; and

  b) the information **you** gave on **your** proposal form, declaration or statement of insurance is, as far as **you** know, correct and complete.

- If a **claim** is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **UK General Insurance Limited** will not pay the **claim** and cover under this insurance will end.
- If **you**, or anyone acting on **your** behalf, provide false or stolen documentation in support of a **claim**, **UK General Insurance Limited** will not pay the **claim** and this insurance will end.
- **UK General Insurance Limited** can:

  a) take over, conduct, defend or settle any **claim**; and

  b) take legal proceedings against third parties, at **UK General Insurance Limited's** own expense and for **UK General Insurance Limited's** own benefit, to recover any payment **UK General Insurance Limited** have made under this insurance.

  UK General Insurance Limited will take this action in **your** name or in the name of anyone else covered by this insurance. **You** must co-operate with **UK General Insurance Limited** on any matter which affects this insurance.

- When **you** become aware of an incident that could lead to a **claim you** must notify **Bennetts** as soon as reasonably possible.
- **You** must give **UK General Insurance Limited** at **your** own expense any proof of purchase, receipts, copy of **your** licence or information **UK General Insurance Limited** need.

Making a claim

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 0330 018 9166.

UK General Insurance Limited is an insurer's agent and in the matters of a **claim** act on behalf of Great Lakes Insurance SE.

Complaints procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a **claim you** should follow the Complaints Procedure below:

- For complaints regarding the sale or administration of the policy **you** should contact **Bennetts** Customer Service. The contact details are:

  Bennetts Customer Relations Manager, The Saga Building, Middleburg Square, Folkestone, Kent, CT20 1AZ. Telephone Number: 0344 412 2171.

  Bennetts promise:

  a) that within 5 business days of receipt of any formal complaint **Bennetts** will write to **you** and advise who is handling **your** complaint

  b) to have the issues reviewed by a person of appropriate seniority and authority

  c) to respond fully to **your** concern or complaint as soon as possible

d) if for any reason this is not possible and **your** complaint remains unresolved four weeks after being made, **Bennetts** will write to **you** to explain why **Bennetts** have been unable to finalise the matter. If after eight weeks of making **your** complaint **Bennetts** are still not in a position to issue **you** with a final response **Bennetts** will send **you** a letter explaining the reason for the delay and advise **you** of **your** right to complain to the Financial Ombudsman Service.

- For complaints regarding a **claim** in relation to the policy **you** should contact **UK General Insurance Limited**. The contact details are:

  UK General Insurance Limited, c/o Direct Group Ltd , Customer Relations Department, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Telephone Number: 0344 854 2072

  Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

If, after 8 weeks, it is not possible to reach an agreement, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than 2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone Number 0800 023 4567 or if calling from a mobile or a non BT line then the telephone number is 0300 123 9123.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk or **you** can phone them on 0207 741 4100.

HELMET AND LEATHERS COVER

This insurance has been arranged by Bennetts and is applicable only if your **policy schedule** shows that **Helmet and Leathers** cover is included (this is included as standard for Bennetts Additions policies).

Your insurers

This insurance has been accepted by **UK General Insurance Limited** on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. **UK General Insurance Limited** and **Bennetts** are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

If **you** have paid the premium as shown in the **policy schedule, UK General Insurance Limited** will agree to insure **you**, subject to the terms and conditions and any endorsements attaching to this policy, against damage **you** may incur for accidents occurring during the

period of insurance as shown in the **policy schedule**.

Please take time to read the contents of this policy including how to make a **claim**.

This document and its **policy schedule** are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this policy then please call **Bennetts**.

Cancellation

If **you** have paid an additional premium for **Helmet and Leathers** cover (this is stated on **your policy** schedule), **you** may cancel this **Helmet and Leathers** cover at any time by phone on 0344 412 2171 or by post at **Bennetts** Customer Services, The Saga Building, Middleburg Square, Folkestone, Kent, CT20 1AZ.

There is no cancellation fee for cancelling within the first 14 days of receiving **your** policy. Where an additional premium has been paid for **Helmet and Leathers** cover and **you** cancel within the 14 day period **you** will only pay for time on cover. If however **you** cancel after the 14 day cancellation period has expired **you** will not be entitled to a refund. If **your Helmet and Leathers** cover has been included in **your** policy as standard (this is stated on your **policy schedule**) this cover cannot be cancelled without cancelling **your** main **Bennetts** Bike Insurance Policy. **Helmet and Leathers** cover must run alongside **your Bennetts** Bike Insurance Policy. If **you** cancel **your Bennetts** Bike Insurance Policy, all cover under this **Helmet and Leathers** cover will cease from the date of cancellation.

UK General Insurance Limited shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- fraud
- non-payment of premium
- threatening and abusive behaviour
- non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Definitions

The words defined in the main policy wording apply throughout this document, unless otherwise defined below.

Bennetts

Bennetts is a trading name of Saga Services Limited. Registered Office: Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE. Registered in England No. 732602. Authorised and regulated by the Financial Conduct Authority.

Helmet and Leathers

Protective clothing, helmet, boots and gloves that **you** or a **permitted rider** own or are legally responsible for, whilst being worn by **you** or a **permitted rider**.

Period of insurance

As detailed on the **policy schedule**.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and for 90 days in any country within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

UK General Insurance Limited

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Wear and Tear

For **Helmet & Leathers** over 12 months old a deduction for **Wear and tear** will be made for each year or part year from the date of manufacture based on the following scale:

Up to 12 months old – 0%

12-24 months old – 10%

24-36 months old – 20%

36-48 months old – 30%

48-60 months old – 40%

More than 60 months old – 50%.

What is covered

Helmet and Leathers

- **UK General Insurance Limited** will cover damage to **Helmet and Leathers** as a result of a bike accident only, providing such accident occurs within the **Territorial Limits**.
- **UK General Insurance Limited** will pay the cost of repair or to replace the **Helmet and Leathers** if it is damaged beyond repair (in the same form and style) as new as a result of a bike accident only.
- The most **UK General Insurance Limited** will pay under this section is £1500.

Exclusions

- This policy does not cover loss or damage to the **Helmet and Leathers** caused by, contributed to, or arising from the following:
  a) 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
  b) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorism or military or usurped power
  c) **wear and tear** or rot of any kind
  d) any gradually operating cause including but not limited to fungus, mildew, insect or vermin
  e) theft or attempted theft
  f) accidental damage (other than as a result of a road traffic accident)
  g) depreciation.
  h) any loss or damage sustained to any clothing when the **insured person** is riding a class of vehicle for which they do not hold a valid licence.
- This policy will not cover any loss of value after **UK General Insurance Limited** have made a payment to settle a **claim.**
- **UK General Insurance Limited** will not pay the cost of replacing any undamaged **Helmet and Leathers** 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.
- Each loss is subject to a £50 excess.
- This policy will not cover any loss of or damage sustained to any clothing or other property belonging to any other person, including **your** passengers.

- Claims where **your bike** is being used for any of the following are not covered:
  a) dispatch, courier and messenger services, or food delivery
  b) racing, pace making or being in any contest or speed trial (road safety rallies and treasure hunts will be covered)
  c) riding on any race track, circuit or de-restricted toll roads
  d) trials (apart from where **your bike** is travelling on a road which the public has access to)
  e) Any accident which occurs outside the **Territorial Limits.**

General conditions

- **UK General Insurance Limited** will only provide the cover described in this insurance if:
  a) anyone claiming has met all the conditions in this document; and
  b) the information **you** gave on **your** proposal form, declaration or statement of insurance is, as far as **you** know, correct and complete.
- If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **UK General Insurance Limited** will not pay the **claim** and cover under this insurance will end.
- If **you**, or anyone acting on **your** behalf, provide false or stolen documentation in support of a claim, **UK General Insurance Limited** will not pay the claim and this insurance will end.
- **You** must ensure that **you** take care of **your Helmet and Leathers** in order to avoid unnecessary damage.
- In the event of a claim **UK General Insurance Limited** reserve the right to examine **your** possessions on request at any reasonable time.
- **UK General Insurance Limited** can:
  a) take over, conduct, defend or settle any claim; and
  b) take legal proceedings against third parties, at **UK General Insurance Limited's** own expense and for **UK General Insurance Limited's** own benefit, to recover any payment **UK General Insurance Limited** have made under this insurance.

  UK General Insurance Limited will take this action in **your** name or in the name of anyone else covered by this insurance.

  You must co-operate with **UK General Insurance Limited** on any matter which affects this insurance.
- When **you** become aware of an incident that could lead to a claim **you** must notify **Bennetts** as soon as reasonably possible.
- **You** must give **UK General Insurance Limited** at **your** own expense any proof of purchase, receipts, copy of **your** licence or information **UK General Insurance Limited** need.
- **UK General insurance Limited** may take possession of the damaged **Helmet and Leathers** and deal with any salvage as **UK General Insurance Limited** see fit. However, **you** must not abandon the **Helmet and Leathers** to **UK General Insurance Limited**.
- 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, **UK General Insurance Limited** will only pay **UK General Insurance Limited's** share of the claim.

Making a claim

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 0330 018 9166.

UK General Insurance Limited is an insurer's agent and in the matters of a **claim** act on behalf of Great Lakes Insurance SE.

Complaints procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

- For complaints regarding the sale or administration of the policy **you** should contact **Bennetts** Customer Service. The contact details are:

  Bennetts Customer Relations Manager, The Saga Building, Middleburg Square, Folkestone, Kent, CT20 1AZ. Telephone Number: 0344 412 2171

  Bennetts promise:

  a) that within 5 business days of receipt of any formal complaint **Bennetts** will write to **you** and advise who is handling **your** complaint

  b) to have the issues reviewed by a person of appropriate seniority and authority

  c) to respond fully to **your** concern or complaint as soon as possible

  d) if for any reason this is not possible and **your** complaint remains unresolved four weeks after being made, **Bennetts** will write to **you** to explain why **Bennetts** have been unable to finalise the matter. If after eight weeks of making **your** complaint **Bennetts** are still not in a position to issue **you** with a final response **Bennetts** will send **you** a letter explaining the reason for the delay and advise **you** of **your** right to complain to the Financial Ombudsman Service

- For complaints regarding a **claim** in relation to the policy **you** should contact **UK General Insurance Limited**. The contact details are: **UK General Insurance Limited**, c/o Direct Group Ltd, Customer Relations Department, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Telephone Number: 0344 854 2072

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If, after 8 weeks, it is not possible to reach an agreement, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than 2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone Number 0800 023 4567 or if calling from a mobile or a non BT line then the telephone number is 0300 123 9123.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk or **you** can phone them on 0207 741 4100.

DATA PROTECTION NOTICE

PLEASE READ this notice as it explains the purposes for which* Bennetts *and the* insurer *will use your personal data and sensitive personal data. The Data Controller in relation to the personal data **you** supply is **Bennetts** (a trading name of Saga Services Limited).

Insurance administration, renewal and claims handling
Information **you** supply may be used for the purpose of insurance administration, renewal and **claims** handling by the **insurer**, its agents, re-insurers and **your** intermediary. In assessing any **claims** made, the **insurer** may undertake checks against publicly available information such as Electoral Register, County Court Judgments, 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, **Bennetts**, the **insurer** or any credit provider may search files made available to them by Credit Reference Agencies. Details of searches may be kept. Information held about **you** and **your** payment record with **Bennetts** or the **insurer** may also be passed to credit reference agencies. 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. **Bennetts** or the **insurer** may ask Credit Reference Agencies to provide a credit scoring calculation. 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
Where we have obtained your permission to do so **Bennetts** may use **your** information to keep **you** informed by email, SMS or post of products and services which may be of interest to **you**, such as offers and competitions from Bennetts Rewards, events, customer research and insurance-related information.

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 The Group Data Protection Officer, The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE, or email marketing@bennetts.co.uk. To view our current Privacy Policy please visit www.bennetts.co.uk/privacy-and-cookie-policy.

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, SIRA, run by Experian and the Motor Insurance's Anti Fraud and Theft Register, run by the Association of British Insurers (ABI) to help **Bennetts** or the **insurer** check information provided and also to prevent fraudulent claims. When **Bennetts** or the **insurer** deals with **your** request for insurance, we may search these

Registers. Under the conditions of **your policy**, **you** must tell **Bennetts** about any incident (such as a loss or theft) which may give rise to a **claim**. When **you** tell **Bennetts** or the **insurer** about an incident, **we** will pass this information to the Registers. **You** can ask **Bennetts** for more information about this.

Fraud prevention
If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **Bennetts** or the **insurer** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when; checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

Please contact **Bennetts** or the **insurer** if **you** would like details of the relevant fraud prevention agencies **we** use. **Bennetts** or the **insurer** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Motor Insurance Database
Information relating to **your** insurance **policy** will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic Licensing
- continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **insurers** and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) 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. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your bike** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at www.askMID.com.

Sensitive personal data
In order to assess the terms of the insurance contract or administer **claims**, **Bennetts** or the **insurer** will need to collect information which the data protection legislation defines as special category personal data (also called sensitive data), such as medical history or criminal convictions.

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

Your rights
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 Group Data Protection Officer, The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE.