



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](https://www.bennetts.co.uk/policy)

CONTENTS

Your bike insurance policy

Reporting an incident	2
Information you give us	2
Definitions relating to your policy	2
Contract and use	4
Modifications and accessories	5
SECTION 1 Loss or damage	5
SECTION 2 Liability to third parties	8
SECTION 3 Payments	10
SECTION 4 Emergency treatment	10
SECTION 5 Foreign use	10
SECTION 6 No claims discount	11
SECTION 7 General exceptions and general conditions	12
SECTION 8 Making a claim	14
SECTION 9 Additional information and cancellation policy	14
SECTION 10 Motor legal protection	16
RAC breakdown	28
Personal accident cover	45
Helmet and leathers cover	51
Data protection notice	57

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 Bennetts Motorcycling Services Limited, registered in England and Wales

(company number 11453343) with its registered office at 27 Old Gloucester Street, London, WC1N 3AX.

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
- trails (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.
- use for the carriage of passengers for hire or reward.

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:

- | | | |
|--|-----------------------------|-------------------------------|
| • air filter changes | • exhausts (road legal) | • screen changes |
| • bar ends | • grippers | • seat cowl/single seat units |
| • braided hoses | • heated grips | • seat replacement |
| • decals/stickers
(unless race replica) | • huggers | • sissy bars (long backrest) |
| • disability adapted | • lights/indicators/mirrors | • tail tidy |
| | • scottoilers | • 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, not necessarily the value you declared when the insurance was taken out. 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.

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 there is an Agreed Value **Endorsement** displayed in the **Policy Schedule** and the Agreed Value 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 there is a Show and Events cover **Endorsement** displayed in 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, the maximum the **insurer** will pay is £20,000,000 for damage to someone else's property plus up to £5,000,000 for costs and expenses
- 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.

The below table shows how the No Claims Discount (NCD) changes at renewal based on the number of fault claims made during the policy period.

Current NCD	NCD at Renewal (No Fault Claims)	NCD at Renewal (1 Fault Claim)	NCD at Renewal (2 Fault Claims)	NCD at Renewal (More Than 2 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 accident where any insured person is driving and:
 - a) is found to be over the legal limit for alcohol or drugs
 - b) is unfit through drink or drugs, whether prescribed or otherwise
 - c) fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

No cover will be given and instead liability will be restricted to meeting the obligations as required by the Road Traffic Act

- 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.
- any death, bodily injury, loss or damage as a result of interference, malfunction or failure, either accidental or deliberate, with **your bike's** electronics, computer systems or artificial intelligence systems as a result of an act of cybercrime or a similar malicious act.

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 payment is not received by the date shown in the letters sent to **you** by **your** premium credit suppliers, **Bennetts** will cancel this **policy** by giving you 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, administered by 4th Dimension Innovation Limited, 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 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, **you** will

be refunded 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, **you** will be refunded 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** selected continuous payment authority.

To make it nice and easy, and to ensure **you** have the opportunity to review and assess **your** new quote, **we** will contact **you** around 28 days before **your** renewal date with a new quoted premium for the following year.

To ensure **you** have continuous insurance, **your policy** (including any optional products) will be set to automatically renew unless **you** contact **us** following receipt of **your** renewal offer. Where **you** have set up a continuous payment authority, **we** will use this to take any further payments that become due (such as at renewal or where amendments are made to the **policy**) to help ensure that **your insurance** cover continues uninterrupted. **We** will always notify **you** prior to any payments being deducted and **you** can cancel **your** continuous payment authority at any time via MyAccount, by contacting one of **our** webchat agents or by calling Customer Services on **0344 412 2171**.

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 3 working days. If **your** complaint is not resolved to **your** satisfaction within 3 working days, **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, Bennetts, Unit 3, Swan Park, Kettlebrook Road, Tamworth, B77 1AG.

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 **0800 678 1100**, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

SECTION 10

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 £2,500 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**.

Territorial Limits

England, Wales, Scotland, Northern Ireland and Isle of Man.

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**.

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.

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**, 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.

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 **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 **territorial limits** without written permission of the provider.
- 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**.

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 £2,500 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 **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.

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 **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, Bennetts, Unit 3, Swan Park, Kettlebrook Road, Tamworth, B77 1AG.

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.

4th Dimension Innovation Limited. Registered No. 04673404. Registered Office: Unit 5 Alpha Way. Thorpe Business Park, Egham, Surrey, TW20 8RZ. Authorised and regulated by the Financial Conduct Authority, Firm Reference Number 516498.

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 your policy 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.

Contact information

	Telephone	In Writing
Breakdown	0330 332 8465	www.rac.co.uk/reportbreakdown
Breakdown in Europe		
Calling from Europe	00 33 472 43 52 55*	
Calling from a French landline (freephone)	0800 290 112	
Calling from the Republic of Ireland (freephone)	1800 535 005	
Bringing your bike back to the UK after a breakdown	0330 159 0342	
Claim Form Requests		
From the UK	0330 159 0337	europeanclaims@rac.co.uk
From Europe	0044 161 332 1040*	www.rac.co.uk/europeanclaimform
Customer Services	0344 412 2171	Customer Relations Manager Bennetts Unit 3 Swan Park Kettlebrook Road Tamworth B77 1AG
Hearing assistance	Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282	

*Please replace the 00 at the beginning with 810 when in Belarus or Russia

Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. The **RAC's** calls may be monitored and/or recorded.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may not always be possible for the **RAC** to return a call to a mobile phone.

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

If your bike breaks down, please provide the RAC with

1. **Your** name
2. Identification such as a bank card or driving licence
3. The **bike's** make, model and registration number
4. The exact location of the **bike** – the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it
7. **Your** credit card if **you** need additional services

Remember

Please let the **RAC** know if **you** have called the **RAC** but manage to get going before the **RAC** arrive.

The **RAC** will only provide cover if the **RAC** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or is involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your bike breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as the **RAC** cannot send assistance. If the **bike** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

The **RAC** will **reimburse** these charges as long as the **bike** is recovered to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact the **RAC**.

Your terms and conditions

Definition of words

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which the **RAC** explain below.

"Bennetts" means Bennetts a trading name of Bennetts Motorcycling Services Limited, registered in England Wales (company number 11453343) with its registered office at 27 Old Gloucester Street, London, WC1N 3AX who arrange and administer this **RAC Breakdown Cover**;

"beyond economical repair" means where the total cost required to repair the **bike**, including any taxes, is greater than the **market value** of the **bike**. If the **bike** has **broken down** or has been involved in a **road traffic collision** in **Europe**, the total cost required to repair the **bike** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

"bike" means the **UK** registered bike as shown on **your schedule** and that is a mechanically propelled vehicle, not being an invalid carriage, with less than four wheels.

"breakdown"/"breaks down"/"broken down" means an event during the **policy period**, that stops the **bike** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **rider induced fault**, or any key related issue other than keys locked in **your bike**;

"call-out"/"claim" means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

"end date" means the date that this **RAC Breakdown Cover** expires as shown on **your schedule**;

"Europe" means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

"home" means the address in the **UK** where **you** live permanently, as shown on **your schedule**;

"journey" means a trip to **Europe** which begins and ends on return from **home** during the **policy period**;

"market value" means the market value in the **UK**, as reasonably determined by the **RAC** in accordance with published industry data (using Glass's Guide or other appropriate trade vehicle valuation guide(s)), of a **bike** based upon a bike of the equivalent age, make, recorded mileage and model as the **bike**;

"passengers" means the **rider** and up to the number of passengers allowed as shown in the Vehicle Registration Document travelling on the **bike**;

"planned departure date" means the date when **you** intend to begin **your journey**. The **RAC** may ask for proof of this;

"policy period" means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your schedule**;

"policy year" means the **policy period**, from the **start date**;

"RAC"

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D and E means RAC Insurance Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

"RAC Breakdown Cover" means this RAC Breakdown policy that is subject to the terms and conditions together with the **schedule**;

"reimburse"/"reimbursement" means reimbursement by **RAC** under the reimbursement process;

"rider"/"their"/"they" means **you** or any rider as shown on **your schedule** of a **bike** at the time a **breakdown** occurs who is authorised to be riding the **bike** and is permanently resident in the **UK**;

"rider induced fault" means any fault caused by actions or omissions of the **rider** of the **bike**, except running out of fuel and battery failure;

"road traffic collision" means

1. for the purpose of Section E only, a traffic collision in **Europe** that immobilises the **bike**; and
2. for all other sections, means a traffic collision involving a **bike** within the **UK**;

"schedule" means the document entitled "schedule" containing important details about this **RAC Breakdown Cover** and levels of cover;

"sidecar"/"trailer" means any sidecar or trailer attached to the **bike** at the time of the **breakdown**;

“start date” means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your schedule**;

“specialist equipment” means equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;

“UK” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;

“you”/“your” means the person taking out the **RAC Breakdown Cover** as named on the **schedule**.

Important information about your RAC Breakdown Cover

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **bikes**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **bikes** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **bikes** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to the **RAC**.
- Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Your RAC Breakdown Cover consists of:

1. a) Breakdown Policy – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
 - b) RAC Motoring Services provides insurance for Sections A, B and C; and
 - c) RAC Insurance Limited provides insurance for all other Sections.A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.
2. A **schedule** - detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Bennetts** following purchase.

Your RAC Breakdown Cover is dependent on the option **you** selected and is shown on **your schedule**.

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

Policy type

This **RAC Breakdown Cover** covers the **bike** shown on **your schedule** and if registered at **your home** address. The **bike** is covered whoever is riding.

Policy Period

The **RAC Breakdown Cover** will start on the **start date** and end after the **end date** as shown on your **schedule**.

Limits of Cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
 - b) no **claim** is permitted under sections B to E within 24 hours of the initial **start date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section;
 - c) in order to make a **claim** under Section C (Recovery) the **RAC** must have first attended under Section A (Roadside) or Section B (At Home); and
 - d) in order to make a claim under Section D, the **RAC** must have first attended under Section A (Roadside) or B (At Home).
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. The **RAC** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Covered

Up to 3 consecutive days or until **your bike** has been fixed if sooner.

1. The **RAC** will arrange and pay for a hire car and may offer more than one hire car. The group of hire car provided will be a small hatchback;
2. If **you** are not eligible for a hire car arranged by the **RAC** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a vehicle yourself, let the **RAC** know before **you** hire a vehicle, and then provided the **RAC** have agreed the cost, the **RAC** will **reimburse you** up to £35 per day;
3. Where the **RAC** arrange a hire car the **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not Covered

1. The **RAC** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
 - a) delivery and collection of the car hire and any fuel used;
 - b) fuel while using the car hire; or
 - c) any insurance excess and additional costs.

Your Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

Covered

If the **bike breaks down** within the **UK** more than a quarter of a mile from **your home**, the **RAC** will:

1. Send help to repair the **bike** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **bike** at the roadside, the **RAC** will recover the **bike** and **passengers** to a destination chosen by the **rider** up to a maximum of 10 miles from the **breakdown**;

If the **RAC** recover the **bike** to a garage, the **RAC** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles (a receipt must be obtained).

Sidecars or Trailers

If a **sidecar** or **trailer breaks down** within the **UK** more than 1/4 mile from **your home**, the **RAC** will send help to repair the **sidecar** or **trailer** at the roadside. This could be a permanent or temporary repair.

The **RAC** will not provide any other cover under this **RAC Breakdown Cover** if a **sidecar** or **trailer breaks down**. However if a **bike breaks down** and there is a **sidecar** or **trailer** attached to it the **RAC** will recover the **sidecar** or **trailer** as well.

Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than the **RAC**;
3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) the **RAC's** advice after a temporary repair has not been followed;
4. Recovery for **sidecars** or **trailers** if the **sidecar** or **trailer breaks down**.

Section B. At Home

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

Covered

The **RAC** will provide the same cover as the "Covered" part of Section A (Roadside) if **your bike breaks down** at, or within a quarter of a mile of, **your home** or where you normally keep the **bike**.

Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

Section C. Recovery

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

Covered

If the **RAC** are unable to repair the **bike** under Section A (Roadside) or Section B (At Home), the **RAC** will recover the **bike** from the **breakdown** location to a local garage or a single destination chosen by the **rider** within the **UK**. For long distances the **RAC** may use more than one recovery vehicle.

Please note: recovery must be arranged with the **RAC** while the **RAC** are at the scene.

Not Covered

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where the **bike** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **bike's** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If the **RAC** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **bike** on the same day, the **RAC** will help the **rider** by making arrangements to allow the continuation of the journey. The **rider** can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire Car

Covered

Please see Hire Car terms.

Hire Cars must be arranged with the **RAC** within 24 hours of the time of **breakdown**.

2. Alternative transport

Covered

If the **rider** would prefer to continue the journey by air, rail, taxi or public transport, the **RAC** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

The **rider** may decide that waiting for the **bike** to be fixed is best. The **RAC** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Covered

The **RAC** will also help if the **rider** or one of the **passengers** suddenly or unexpectedly falls ill and needs medical help before the end of the journey. The **RAC** will help to:

1. book one night's bed and breakfast accommodation for the **rider** and **passengers** if the hospital is more than 20 miles from **home**. The **RAC** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not Covered

The **RAC** will not assist the **rider** where they or one of the **passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. European Motoring Assistance

Please refer to **your schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per **call out** and 3 **call-outs** per **policy year**, limited to 1 **call-out** per **journey** and is subject to the further limits of cover in respect of each type of cover. Each **journey** is limited to a maximum of 90 days.

Section E1: Onward travel in the UK

Covered

If the **RAC** attend a **breakdown** under Section A (or C) and cannot fix the **bike** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** the **RAC** will arrange a hire car for the continuation of **your journey** up to 14 consecutive days in total or until **your bike** has been fixed if sooner and one person will be transported to their nearest hire car supplier to collect the **bike**.

Not Covered

Requests following a **road traffic collision**.

Section E2: Roadside assistance in Europe

Covered

If the **bike breaks down** or is involved in a **road traffic collision** in **Europe** during a **journey**, the **RAC** will send help to either:

1. Repair the **bike** at the roadside. This could be a permanent or temporary repair; or
2. If the **RAC** are unable to repair the **bike** at the roadside, the **RAC** will:
 - a) recover the **bike** and **passengers** to a local garage for fault diagnosis on the **bike**;
 - b) pay for the initial fault diagnosis to find the next course of action;
 - c) contribute towards the garage labour charges up to £150 when the **bike** can be repaired on the same day;
 - d) help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
 - e) the **RAC** will also relay any urgent messages from the **rider** to a contact of **their** choice.

Not Covered

1. Repair costs, including garage labour charges:
2. **breakdown** was due to mis-fuelling or a flat tyre. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**;
 - a) if the **bike** was in a **road traffic collision**; or
 - b) if the **bike** repair costs will be more than its **market value**.
3. The costs of any parts.

Note: By claiming under this section **you** are authorising the **RAC** and the garage to undertake fault diagnosis.

Section E3: Onward travel in Europe

Covered

If the **bike** has a **breakdown** or is involved in a **road traffic collision** during a **journey** in **Europe** and the **RAC** establish that the repairs cannot be completed within 12 hours, the **RAC** will help the **riders** by making arrangements for the **passengers** to continue the **journey**. The **riders** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

Covered

1. A hire car as a replacement until the **bike** has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered

The **RAC** will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all **passengers**.

Not Covered

Accommodation where the **riders** has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The **bike** has been repaired to a roadworthy condition; or
2. The decision to bring the **bike home** is made by the **RAC** or **your** motor insurer; or
3. Once the **RAC** establish that the repair costs to the **bike** exceed its **market value**.

Once the **riders** is notified of cover ending, if they have a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **riders** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

The **RAC** will provide alternative transport as above to get the **passengers** back **home** if:

1. The **bike** is brought back **home** under Section E4; or
2. Once the **RAC** establish that the repair costs to the **bike** exceed its **market value** under Section E4.

Section E4: Getting your bike home

Covered

If the **RAC** attend a **breakdown** or is involved in a **road traffic collision** in **Europe** under Section E2 and the **bike** cannot be repaired before the **riders** planned return to the **UK**, the **RAC** will arrange and pay for:

1. Recovery of the **bike** to a single destination of the **riders** choice within the **UK**; and
2. Storage charges for the **bike** whilst awaiting the **bike** to be returned to the **UK**; or
3. If the **bike** is repaired in **Europe**, the cost of one person to travel to collect the **bike** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £30 per day;
4. If the cost of repairing the **bike** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, the **RAC** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once the **RAC** have brought **passengers home** under Section E3 until the **bike** is brought back to the **UK**, up to 3 consecutive days in total;

The **RAC** will take the **passengers** in the **bike home** under Section E3 (Onward Travel in Europe).

It is the **RAC's** decision whether to get the **broken down bike home** or have it repaired locally. The **RAC** will follow **your** motor insurer's decision whether to get the **bike home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

Not Covered

1. Any costs:
 - a) if the **bike** is **beyond economical repair**;
 - b) covered under **your** motor insurance;
 - c) relating to storage once **you** have been notified that the **bike** is ready to collect; and
 - d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. The **RAC** will not take the **bike back home** if:
 - a) the **bike** is roadworthy; or
 - b) a customs officer or other official finds any contents in **your bike** that are not legal in that country;
3. Any import duties not relating to the **bike**, for example relating to items carried in the **bike**;
4. The **RAC** will not cover the costs of fuel, insurance or meals;
5. The **RAC** will only cover costs under this section up to the **market value**, so if **you** want the **RAC** to bring the **bike home** and the costs of bringing the **bike home** exceed this amount **you** will need to pay any costs above this amount before the **RAC** make arrangements.

Important

- Following the **RAC's** authorisation, it can take up to 14 working days for the **bike** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If the **RAC** do not bring the **bike** back to the **UK**, **you** will have 10 weeks in which to advise the **RAC** of how **you** wish to recover or dispose of it. If **you** do not contact the **RAC** within 10 weeks the **RAC** will dispose of it at **your** cost.

Section E5: Bike break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.

Covered

If the **bike** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** the **RAC** will **reimburse you**, up to £175 for:

1. immediate emergency costs incurred in order to continue the **journey**; or
2. the costs of recovering the **bike** to a local repairer to ensure the **bike** is secure and roadworthy.

Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

Section E6: Replacement Rider

Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **rider** suddenly or unexpectedly falls ill during the journey in **Europe**, meaning **they** are unable to ride, the **RAC** will provide a replacement rider to allow the **journey** to continue or return **home**. The **RAC** will require written confirmation from the treating hospital or medical expert that the **rider** is unable to ride.

Not Covered

1. If there is another qualified **rider** who is a passenger and who is fit and legally able to ride the **bike**.
2. Any benefits under any other section of this **RAC Breakdown Cover**.

General conditions for Section E

1. The **RAC** will not cover any **call-out** for any repairs to a **bike** which are not essential in order to continue the **journey**;
2. Any **claim** which the **rider** could make under any other insurance policy. If the value of the **call-out** is more than the amount which can be recovered under another policy the **RAC** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **bike** meets all relevant laws of the countries visited during a **journey**;
4. How the exchange rate is calculated:
 - a) Any costs incurred directly by the **RAC** in a currency other than GBP will be converted to GBP at the exchange rate used at the time;
 - b) Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit provider; or
 - ii. at the exchange rate used by the **RAC** when **your** claim form is received if **you** paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, the **RAC** will always try to find a suitable option that is available at the time, however:
 - a) the **RAC** are not responsible for the quality or service of each individual hotel, train or taxi booked; and

- b) for hire cars, whilst reputable companies are used, the **RAC** are unable to and cannot be responsible for checking the condition of each bike or the quality of service provided by each company;
- 6. If, following a **breakdown**, the **bike** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in the **RAC's** reasonable opinion that would lead to additional costs being incurred, the **RAC** reserve the right to refuse to provide cover under section E3 (Onward travel in Europe) or section E4 (Getting your bike home);
- 7. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather the **RAC** will only arrange for the **bike** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **bike's** motor insurer;
- 8. This **RAC Breakdown Cover** does not cover:
 - a) storage charges, other than under Section E4;
 - b) **call-outs** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
 - c) the hire of minibuses, motorhomes, bikes, **sidecars**, **trailers** or vans;
 - d) overloading of a **bike** under the laws in any country in which the **bike** is travelling;
 - e) **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion.

General Conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply the **RAC** can refuse cover and/or cancel **your RAC Breakdown Cover**.

- 1. **You** must pay **your** premium.
- 2. **You** must request services directly from the **RAC**, as the **RAC** will only provide cover if the **RAC** make arrangements to help **you**.
- 3. Where the **breakdown** is caused by a component failure this must stop the **bike** from working and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your bike** to a place of repair and **your RAC Breakdown Cover** will not cover this.
- 4. The **RAC** will not cover any **claim** where the **bike** is already at a garage or other place of repair.
- 5. Where the **RAC** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **bike**, or to correct an attempted repair by someone else, the **RAC** will not provide cover.
- 6. A **rider** must be with the **bike** when the **RAC** attend.
- 7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **bike**. The **RAC** will not be responsible for any loss of or damage to them.
- 8. Where the **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
- 9. The **RAC** will not allow animals in the **RAC's** vehicles, except guide dogs. Any animals can remain in the **bike** at the **rider's** own risk. The **RAC** will not be liable for any injury to animals, or damage caused by them. The **RAC** will not transport any livestock. The **RAC** will not be responsible for any costs relating to animals.
- 10. The **bike** must not carry more passengers than the number stated in the **bike's** registration document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification.

11. Where the **RAC** provide a repair to the **bike**, whilst the **RAC** are responsible for that repair, this does not mean that the **RAC** are confirming the legal and roadworthy condition of the bike. This remains **your** responsibility.
12. The **RAC** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, the **RAC** will not pay for any loss of earnings or missed appointments.
13. The **RAC** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the **RAC** will try to check that the garage will undertake the type of repairs required, the **RAC** cannot guarantee this. The **RAC** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, the **RAC's** services can be interrupted. The **RAC** will resume service to **you** as soon as the **RAC** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a) **specialist equipment**;
 - b) ferry charges for the **bike** and the **RAC's** vehicle;
 - c) any damage to glass even if the damage means the **bike** cannot be legally or safely ridden. The **RAC** will arrange transport to a local garage so **you** can arrange to get the **bike** fixed but **you** will have to pay for this;
 - d) spare tyres and wheels and repairing or sourcing them;
 - e) recovery by someone other than **RAC** even if this is requested by the emergency services; or
 - f) the **RAC** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **riders** under this **RAC Breakdown Cover**. The **RAC** will decide which is the most appropriate option based on the **RAC's** expertise in **breakdown** situations. In doing so the **RAC** will act in consultation with the **riders**, and act reasonably at all times.
17. The **bike** must be privately owned and only used for private use or business use other than for public or private hire or courier services.
18. This **RAC Breakdown Cover** does not cover:
 - a) routine servicing, maintenance or assembly of the **bike**;
 - b) **sidecar** or **trailers**, except as described under Section A;
 - c) use of **your bike** for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
 - d) **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e) **breakdowns** that occur off the public highway to which the **riders** or the **RAC** have no legal access;
 - f) the **bike** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g) **bikes** that are not in a roadworthy condition. If the **RAC** consider, acting reasonably, that the **bike** is not in a legal or roadworthy condition, the **RAC** can refuse to provide service. If **you** can demonstrate that the **bike** is roadworthy the **RAC** will provide service;

- h) any **claim** that is or may be affected by the influence of alcohol or drugs;
 - i) any **breakdown** that is caused by or as a result of **bike** theft or fire; or
 - j) any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to the **RAC** under a different policy.
19. If the **rider** is asked to review and approve a document recording the condition of the **bike**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and the **RAC** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **bike** has **broken down** in the Republic of Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), the **RAC** will recover the **bike** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **bike** has **broken down** and the **rider** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

Additional services

The **RAC** can provide additional services that are not included in **your RAC Breakdown Cover** but the **RAC** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If **you** need extra help, the **RAC** will agree the costs up front and will need full payment before the **RAC** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if the **RAC** help someone under **your RAC Breakdown Cover** and they cannot pay, the **RAC** will invoice **you**. This is why the **RAC** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

You can cancel **your RAC Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **start date**; or
2. the date **you** receive **your RAC Breakdown Cover** documents.

If **you** do this, the **RAC** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request it and the **RAC** will refund **your** premium in full. If **you** downgrade **your RAC Breakdown Cover** after this cooling off period the **RAC** will not refund premium to **you**;

After this cooling off period **you** can still cancel this **RAC Breakdown Cover**. Cancellations must be made by contacting **Bennetts**. You will receive a pro-rata refund of the premium **you** have paid.

Your RAC Breakdown Cover will automatically cancel if **your** associated bike insurance policy is cancelled.

The RAC's right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your schedule**, **Bennetts** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. The **RAC** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Where the RAC cancel your RAC Breakdown Cover the RAC will not refund any premium.

Misuse of RAC Breakdown Cover

Each **rider** must not:

1. Behave inappropriately towards the **RAC**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade the **RAC** into a dishonest or illegal act;
3. Omit to tell the **RAC** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the **RAC** may:

1. Restrict the cover available to **you** at the next renewal;
2. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
3. Immediately cancel this **RAC Breakdown Cover**; and
4. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

The **RAC** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. The **RAC** will not refund any premium. The **RAC** will notify **you** in writing if the **RAC** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated bike insurance policy.

Changes to your details

You must let **Bennetts** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Bennetts can be contacted by phone or post. Please see Contact Information.

If **you** change **your bike** **you** must contact **Bennetts** to update **your** details. If **you** do not, **you** may not be covered.

The **RAC** will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by the **RAC**.

All communications from **Bennetts** or the **RAC** shall be deemed duly received if sent to **your** last known address.

Complaints

The **RAC** are committed to providing excellent service. However, the **RAC** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with the **RAC's** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact the **RAC** as follows:

	Phone	In Writing
Breakdown related Complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN Breakdowncustomercare@rac.co.uk
Sales and administration Complaints	0344 412 2171	Customer Relations Manager Bennetts Unit 3 Swan Park Kettlebrook Road Tamworth B77 1AG

	Phone	In Writing
In the event that the RAC cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service at the following address:	0800 023 4567 or 0300 123 9123	The Financial Ombudsman Service Exchange Tower London E14 9SR complaint.info@financial-ombudsman.org.uk www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with the **RAC**.

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

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1D

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this **RAC Breakdown Cover** and the **schedule** and other information relating to this contract will be in English.

Your Data

This section provides a short summary of how the **RAC** collect and use **your** data. Please refer to the **RAC's** website at rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy for full details of how the **RAC** use **your** data. Alternatively, **you** can obtain a copy of the Privacy Policy by using the contact details below.

What is your data?

There are three types of data the **RAC** hold about **you**:

1. Personal data is information the **RAC** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
2. The **RAC** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of the **RAC** services require the collection and storing of special categories of personal data. The **RAC** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, when you purchase **RAC Breakdown Cover**, contact the **RAC** through social media or make a **claim** under **your RAC Breakdown Cover**. The **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with **your RAC Breakdown Cover**.

Please note, if **you** do not provide **your** data the **RAC** will be unable to provide **you** with cover, as well as services related to administering **your RAC Breakdown Cover**.

How the RAC will use your data

The **RAC** will use **your** data for the administration of **your RAC Breakdown Cover**, for example, helping **you** if **you** make a **claim**. The **RAC** may disclose **your** personal data to service providers who provide help under **your RAC Breakdown Cover**.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

1. Call the **RAC's** Customer Service Team: 0330 159 0337; or
2. Email the **RAC**: membershipcustomercare@rac.co.uk; or
3. Write to the **RAC**:

RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

PERSONAL ACCIDENT COVER

This section is only available to permanent residents of the United Kingdom as defined below.

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

Bennetts Motorcycling Services Limited is authorised and regulated by the Financial Conduct Authority (reg no. 913949).

This insurance is underwritten by **Bspoke Underwriting Ltd** on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Cancellation

If **you** have paid for an additional premium for Personal Accident cover, and **you** decide that for any reason, this cover does not meet **your** insurance needs then please contact **Bennetts** within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **you** will only pay for time on cover.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

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

We may at any time cancel any insurance policy 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:

- Non-payment of premium
- Threatening and abusive behaviour
- Failure to provide documents
- Non-compliance with policy terms and conditions.

If **we** cancel **your policy**, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 49.

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

Bennetts is a trading name of Bennetts Motorcycling Services Limited, registered in England and Wales (company number 11453343) with its registered office at 27 Old Gloucester Street, London, WC1N 3AX.

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.

Bspoke Underwriting Ltd

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

Consultant

A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The consultant must be registered and practising in the UK and must not be an **insured person** or a relative or employer of an **insured person**.

Insured person

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

Loss of Limb(s)

The loss by physical severance at, or above, the wrist or ankle or the permanent, total **loss of use** of an entire arm or leg. This can include the total, permanent **loss of use**, whether by physical severance or not, of a limb below the wrist or ankle.

Loss of Hearing or Speech

The total, permanent and irrecoverable loss of hearing or speech.

Loss of Sight

The permanent and total loss of sight which is considered as having happened: In both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or In one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of Use

The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a consultant specialising in that area.

Period of insurance

As detailed on the **policy schedule**.

Permanent Total Disablement

Disablement which entirely prevents an **insured person** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a **consultant**, shows no sign of ever improving.

Territorial Limits

England, Scotland, Wales, Northern Ireland, 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) and the Channel Islands.

United Kingdom

England, Scotland, Wales and Northern Ireland.

What is covered

As a result of an **accident** only, providing such **accident** occurs within the **territorial limits**

Bspoke Underwriting Ltd 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
- Hospital benefit up to the maximum amounts shown below, if an **insured person** is required to remain within a hospital, on a ward, in a high dependency unit, or intensive treatment unit for at least 24 consecutive hours following an **accident**. Please note: Hospital benefit is paid for a maximum of 7 continuous 24-hour periods following any one **accident**.
- for emergency dental treatment as long as it is to immediately relieve pain only up to the amount shown below.

The most **Bspoke Underwriting Ltd** will pay in any one **period of insurance** is £15,000.

Bspoke Underwriting Ltd 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	£100 per 24 hours up to 14 days
Emergency dental cover	Up to £250

Exclusions

This Personal Accident benefit does not apply to:

- anyone not wearing a helmet and appropriate article/s of protective equipment 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
- any claim where the **insured person** was committing an offence or breaking the law at the time of an **accident**
- 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
- For hospital benefit when the visit or stay to a hospital, ward, high dependency or intensive treatment unit is less than 24 continuous hours in duration.
- 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).
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply. Notwithstanding any other provision herein, this insurance does not cover;

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General conditions

- **Bspoke Underwriting Ltd** 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, **Bspoke Underwriting Ltd** will not pay the **claim** and cover under this insurance will end. Where appropriate, a toxicology, medical or other report needed to assess the claim may be requested.
- If **you**, or anyone acting on **your** behalf, provide false or stolen documentation in support of a **claim**, **Bspoke Underwriting Ltd** will not pay the **claim** and this insurance will end.
- **You** must take reasonable care to:
 - a) supply accurate and complete answers to all the questions **Bennetts** may ask as part of **your** application for cover under the policy
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct
 - c) tell **Bennetts** of any changes to the answers you have given as soon as possible
- **You** must take reasonable care to provide information that is accurate and complete answers to the questions **Bennetts** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **Bspoke Underwriting Ltd** may not pay any claim in full.
- If **you** become aware that information **you** have given **Bennetts** is inaccurate or has changed, **you** must inform them as soon as possible.
- **Bspoke Underwriting Ltd** can:
 - a) take over, conduct, defend or settle any **claim**; and
 - b) take legal proceedings against third parties, at **Bspoke Underwriting Ltd's** own expense and for **Bspoke Underwriting Ltd's** own benefit, to recover any payment **Bspoke Underwriting Ltd** have made under this insurance.

Bspoke Underwriting Ltd will take this action in **your** name or in the name of anyone else covered by this insurance. **You** must co-operate with **Bspoke Underwriting Ltd** 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.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **Bspoke Underwriting Ltd** accept your proposal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover **Bspoke Underwriting Ltd** provides;
- makes a statement to **Bspoke Underwriting Ltd** or anyone acting on their behalf, knowing the statement to be false;
- sends **Bspoke Underwriting Ltd** or anyone acting on their behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

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 0333 400 9060.

Bspoke Underwriting Ltd is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

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, Bennetts, Unit 3, Swan Park, Kettlebrook Road, Tamworth, B77 1AG.
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.
- If **you** have a complaint about the handling of a **claim**, please contact Innovation Group:
Telephone number: 0333 4009061
Address: 1300 Parkway, Whitley, PO15 7AE
Email address: propertyclaims@innovation.group

In all correspondence, please state that **your** insurance is provided by **Bspoke Underwriting Ltd** and quote scheme reference 20599.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

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

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

HELMET AND LEATHERS COVER

This section is only available to permanent residents of the United Kingdom as defined below. 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 is underwritten by **Bspoke Underwriting Ltd** on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

If **you** have paid the premium as shown in the **policy schedule**, **Bspoke Underwriting Ltd** 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 for an additional premium for **Helmet and Leathers** cover, and **you** decide that for any reason, this cover does not meet **your** insurance needs then please contact **Bennetts** within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, you will only pay for time on cover, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

If **your Helmets 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. **Helmets and Leathers** cover must run alongside **your Bennetts** Bike Insurance Policy. If **you** cancel **your Bennetts** Bike Insurance Policy, all cover under this **Helmets and Leathers** cover will cease from the date of cancellation.

We may at any time cancel any insurance policy 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:

- Non-payment of premium
- Threatening and abusive behaviour
- Failure to provide documents
- Non-compliance with policy terms and conditions.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 55.

Definitions

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

Bennetts

Bennetts is a trading name of Bennetts Motorcycling Services Limited, registered in England and Wales (company number 11453343) with its registered office at 27 Old Gloucester Street, London, WC1N 3AX.

Bspoke Underwriting Ltd

Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

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, 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) and the Channel Islands.

United Kingdom

England, Scotland, Wales and Northern Ireland.

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

- **Bspoke Underwriting Ltd** will cover damage to **Helmet and Leathers** as a result of a bike accident only, providing such accident occurs within the **Territorial Limits**.
- **Bspoke Underwriting Ltd** 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 **Bspoke Underwriting Ltd** 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) any direct or indirect consequence of Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
 - b) any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
 - 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.
 - i) any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 - j) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply. Notwithstanding any other provision herein, this insurance does not cover;

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- This policy will not cover any loss of value after **Bspoke Underwriting Ltd** have made a payment to settle a **claim**.
- **Bspoke Underwriting Ltd** 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

- **Bspoke Underwriting Ltd** 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.
- **You** must take reasonable care to:
 - a) supply accurate and complete answers to all the questions **Bennetts** may ask as part of **your** application for cover under the policy
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct
 - c) tell **Bennetts** of any changes to the answers **You** have given as soon as possible
- **You** must take reasonable care to provide information that is accurate and complete answers to the questions **Bennetts** ask when **you** take out, make changes to and renew **your** policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or **Bspoke Underwriting Ltd** may not pay any claim in full.
- If **you** become aware that information **you** have given **Bennetts** is inaccurate or has changed, **you** must inform them as soon as possible.
- If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **Bspoke Underwriting Ltd** 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, **Bspoke Underwriting Ltd** 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 **Bspoke Underwriting Ltd** reserve the right to examine **your** possessions on request at any reasonable time.
- **Bspoke Underwriting Ltd** can:
 - a) take over, conduct, defend or settle any claim; and
 - b) take legal proceedings against third parties, at **Bspoke Underwriting Ltd's** own expense and for **Bspoke Underwriting Ltd's** own benefit, to recover any payment **Bspoke Underwriting Ltd** have made under this insurance.

Bspoke Underwriting Ltd will take this action in **your** name or in the name of anyone else covered by this insurance.
- **You** must co-operate with **Bspoke Underwriting Ltd** 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 **Bspoke Underwriting Ltd** at **your** own expense any proof of purchase, receipts, copy of **your** licence or information **Bspoke Underwriting Ltd** need.
- **Bspoke Underwriting Ltd** may take possession of the damaged **Helmet and Leathers** and deal with any salvage as **Bspoke Underwriting Ltd** see fit. However, **you** must not abandon the **Helmet and Leathers** to **Bspoke Underwriting Ltd**.

- 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, **Bspoke Underwriting Ltd** will only pay **Bspoke Underwriting Ltd's** share of the claim.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **Bspoke Underwriting Ltd** accept your proposal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover **Bspoke Underwriting Ltd** provides;
- makes a statement to **Bspoke Underwriting Ltd** or anyone acting on their behalf, knowing the statement to be false;
- sends **Bspoke Underwriting Ltd** or anyone acting on their behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against you and inform the appropriate authorities.

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 0333 400 9060.

Bspoke Underwriting Ltd is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

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, Bennetts, Unit 3, Swan Park, Kettlebrook Road, Tamworth, B77 1AG
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
- If **you** have a complaint about the handling of a **claim**, please contact Innovation Group:
Telephone number: 0333 4009061
Address: 1300 Parkway, Whitley, PO15 7AE
Email address: propertyclaims@innovation.group

In all correspondence please state that your insurance is provided by **Bspoke Underwriting Ltd** and quote scheme reference 2600.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If you decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

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

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

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 Bennetts Motorcycle Services Limited).

Insurance administration, renewal and claims handling

Information **you** supply may be used and or shared 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 email dpo@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 email dpo@bennetts.co.uk.

The below privacy notice is only applicable for **Bspoke Underwriting Ltd** in relation to Personal Accident Cover and Helmet and Leathers Cover.

BSPOKE UNDERWRITING LTD PRIVACY NOTICE

We are **Bspoke Underwriting Ltd**, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is 27739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer **your** insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about **your** health.

We collect this data as we are required to use this information as part of **your** insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance **policy**; or ii) to prevent and detect an unlawful act (e.g. fraud).

This notice explains the most important aspects of how we use your data.

You can get more information about this by viewing our full privacy notice online at <https://bspokegroup.co.uk/privacynotice> or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk.

Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, 3 Carrwood Park, Selby Road, Swilling ton Common, Leeds, West Yorkshire, LS15 4LG.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy>



Bennetts is a trading name of Bennetts Motorcycling Services Limited, registered in England and Wales (company number 11453343) with its registered office at 27 Old Gloucester Street, London, WC1N 3AX.

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