



Bike Insurance Kept Easy



Ridersure is a trading name of Europa Underwriting Limited which is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 309796. Registered as a limited company in England and Wales No. 3872760. Registered office: Europa Underwriting Limited, Europa House, Midland Way, Thornbury, Bristol, BS35 2JX.

Motorcycle Insurance policy booklet

Useful Information

About us

RiderSure was established in 2003 to work closely with Brokers to make sure that **Bike Insurance is Kept Easy**. **RiderSure** operates with a panel of insurers to find the policy to suit your needs.

Claims:

0844 800 4315 from the UK

Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

+44 1425 485762 from overseas

(open 24 hours a day, 7 days a week)

Breakdown:

0800 917 0817

(open 24 hours a day, 7 days a week)

Contents

Important Information and Changes	2	Section IV	8
Important Information and Changes	2	Emergency Treatment	8
The Contract of Insurance	2		
Renewal of the Contract of Insurance	2	Section V	9
Information and Changes we need to know about	2	Continental Use/Compulsory Insurance Requirements	9
Customers with Disabilities	3	Cover Includes	9
Telephone Call Recording	3	If you take your motorcycle abroad	9
'Cooling-Off' Period	3		
Financial Services Compensation Scheme	3	Section VI	9
		General Information	9
Policy Definitions	4	General Exceptions	9
Policy Cover	5	Claims Procedure	10
Comprehensive	5	Law Applicable to Contract	11
Third Party Fire and Theft	5	Applicable Language	11
Third Party Only	5		
		Section VII	11
Section I	6	UK Motor Breakdown and Accident Assistance	11
Loss of or Damage to your motorcycle	6		
New motorcycle Replacement	6	General Conditions	15
Replacement is Subject to	6	Information we need to know about	15
Exceptions to Section 1	6	Your Duty to Prevent Loss or Damage	15
		Arbitration	15
Section II	7	Your Duty to Comply with Policy Conditions	15
Liability to Third Parties	7	Cancellation	15
Riding Other Bikes	7	Other Insurance	16
Cover for Other Persons (Including Passengers)	7	Fraud Prevention, Detection and Claims History	16
Cover for Legal Personal Representatives	7	Credit Searches and Accounting	16
Legal Expenses	7		
Exceptions to Section II	8	Complaints Procedure	17
		If you need to complain	17
Section III	8		
Payments Made Under Compulsory Insurance Regulations and Rights of Recovery	8		

Important Information and changes

The Contract of Insurance

This policy is a contract of insurance between **you**, the policyholder and **us**. **You** enter into a contract with **us** when: **You** agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is **your** responsibility to ensure that all persons **insured** are aware of the terms of this policy. The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet
- Information contained on **your** statement of fact document issued by **RiderSure**
- **Schedule**
- Any clauses endorsed on this policy, as set out in **your schedule**
- **Certificate of motor insurance**
- Any changes to **your** insurance policy contained in notices issued by **RiderSure** at renewal.

In return for paying **your** premium, **we** will provide the cover shown in **your schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Renewal of the Contract of Insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay through a broker, the policyholder enters into a new contract of insurance with **us** commencing on the date when the policyholder agrees to renew the policy and to pay the premium. Persons **insured** will be covered for the **period of insurance** shown on **your** renewal **schedule**.

Information and Changes we need to know about

You must take reasonable care to provide complete and accurate answers honestly and to the best of **your** knowledge to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If **you** don't answer the questions correctly **your** policy maybe cancelled or **your** claim rejected, not fully paid or **your** policy void.

Please tell **your** broker if there are any changes to the information set out in the application form, Statement of Fact, **Certificate of Motor Insurance** or on **your schedule**. **You** must also include the following changes:

- A change to the people **insured**
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people **insured**
- Criminal convictions for any of the people **insured**
- A change of **motorcycle**
- Any **motorcycle** modifications
- Any change affecting ownership of the **motorcycle**
- Any change in the way that the **motorcycle** is used
- A change of address

- A change of driving licence or conditions applicable to any driving licence for any rider named on the **Certificate of Motor Insurance**
- A change in occupation
- Details of any accidents, claims or damage in any motor vehicle whether or not a claim is made and regardless of blame of anyone that will ride the **motorcycle**
- Details of any medical conditions of anyone that will ride the **motorcycle**.

This is not an exhaustive list and if **you** are in any doubt, please contact **your** broker.

When they are notified of a change, they will tell **RiderSure** 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.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **excess**, or
- The extent of the cover may be affected.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and braille. If **you** require any of these formats please contact **your** broker.

Telephone Call Recording

For **our** joint protection telephone calls may be recorded and/or monitored.

'Cooling-Off' Period

You will, for a period of 14 days from the date **you** receive **your** policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **you** have made a claim).

This refund will be subject to a charge for the period of cover **you** have received, plus administration charges. Please refer to **your** broker for information relating to charges made by **RiderSure**. There may also be a charge of up to £40 applied by **your insurer**. This amount may vary depending on **your insurer**. If cover has not commenced, **you** will be entitled to a full refund of the premium that **you** have paid, minus any charges levied by **your** broker as per their Terms of Business. In order to cancel **your** policy within this period **your** broker must notify **us** confirming **your** intentions and return **your Certificate of Motor Insurance**. To exercise **your** right to cancel, please contact **your** broker.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of **your** policy booklet.

You must also return **your Certificate of Motor Insurance** immediately following cancellation.

Financial Services Compensation Scheme

RiderSure are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or **you** can telephone freephone 0800 678 1100, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Motorcycle Policy Definitions (Applicable to Sections I to VI only)

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below. These definitions only apply to the standard policy and not to the additional policy options which have their own definitions:

Insured/you/your

The person or persons described in the **schedule**.

Insurer/we/our/us

The **insurer** described in the **schedule**.

RiderSure

The agency who provide the Insurance Policy on behalf of the broker and **insurer**.

Period of Insurance

The period from the **commencement date** to the expiry date shown in the **schedule**.

Commencement Date

The start date or renewal date of the policy.

Your motorcycle

1. Any **motorcycle** described in the **schedule** and
2. Any other **motorcycle** in respect of which:
 - (i) details have been supplied to **us** and
 - (ii) a **Certificate of Motor Insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** remains effective and
 - (iii) **You** have paid the premium.

The vehicle(s) described in this **schedule** at the start date of **your** policy shall be deemed to be deleted when the **Certificate(s) of Motor Insurance** is no longer in force.

Green Card

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

Certificate of Motor Insurance

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can ride **your motorcycle**, what purpose it can be used for and whether **you** are permitted to ride other **motorcycles**.

The **Certificate of Motor Insurance** does not, however, indicate the full policy cover and for this **you** need to refer to the main text of the policy booklet. Wherever the expression '**Certificate of Motor Insurance**' is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

Schedule

Details of **you**, **your motorcycle**, premium, cover and the **insurer**. The **schedule** is part of and must be read in conjunction with this policy.

Motorcycle(s)

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.

Excess

The amount **you** must pay following loss or damage to **your motorcycle**.

Territorial Limits

Any country which is a member of the European Union, Norway and Switzerland (including Liechtenstein) and any other country (excluding Serbia) that has made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

Regulation

All **insurers** of Europa Underwriting Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Europa Underwriting Limited are authorised and regulated by the Financial Conduct Authority. **You** can confirm all registration details and find out more about the Financial Conduct Authority by visiting their website on www.fca.org.uk or by contacting them direct on 0800 111 6768.

Policy Cover

Cover	Operative Sections
Comprehensive	All sections of the policy are applicable
Third Party Fire and Theft	All sections of the Policy are operative except that Section 1 is operative only in respect of loss or damage caused directly by fire, self ignition, lightning or explosion or by theft or attempted theft.
Third Party Only	All sections of the policy are applicable except Section 1.

Section I

Loss of or Damage to your motorcycle

We will cover you against loss of or damage to any motorcycle described in the schedule and its accessories and spare parts while thereon.

We may at our own option repair, reinstate or replace such motorcycle, or any part thereof, or its accessories or spare parts or may pay in cash the amount of the loss or damage.

If to our knowledge the motorcycle is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to us in respect of such loss or damage. The maximum amount payable by us in respect of any claim for loss or damage shall be the market value of such motorcycle or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding your estimate of value shown in our records.

If such motorcycle is disabled by reason of loss or damage insured under this policy we will bear the reasonable cost of protection and removal to the nearest repairers.

We will also pay the reasonable cost of delivery to you after repair of such loss or damage not exceeding the reasonable cost of transport to your address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated herein.

New Motorcycle Replacement

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

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

Replacement is Subject to:

- your motorcycle being owned by you or having been purchased under a hire purchase agreement (any motorcycle the subject of any type of leasing or contract hire agreement is not eligible for replacement)
- the agreement of any interested hire purchase company
- you being the first registered owner of your motorcycle

Exceptions to Section I

We shall not be liable to pay for

- Loss of use, indirect loss, depreciation, wear and tear, mechanical, electrical or electronic faults, breakdowns or malfunctions or breakages.
- Damage to tyres by application of brakes or by punctures cuts or bursts.
- Loss or damage to accessories and spare parts by theft if the motorcycle is not stolen at the same time.
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- The first amount of any sum otherwise payable in respect of each and every occurrence of loss or damage to any motorcycle described in the schedule in accordance with the following:

Motorcycle Group Rating	Amount
1 to 4	£100
5 to 13	£150
14 to 16	£250
17 +	£500

For details of the group rating of your motorcycle please refer to your policy schedule.

- Loss of or damage to helmets and protective clothing and other personal belongings.

- Loss of value following or because of repair.
- Loss or damage by theft whilst the ignition keys for your motorcycle have been left in or on the motorcycle.
- Loss of your motorcycle by deception of someone who claims to be a buyer or agent.
- Loss or damage arising from your motorcycle being taken or ridden by a person who is not an insured rider but is a member of the policyholder's family or household.
- Loss or damage caused deliberately by you or any person riding your motorcycle with your permission.
- Loss or damage from repossessing your motorcycle and returning it to its rightful owner.
- Any loss or damage from your motorcycle being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

Section II

Liability to Third Parties

- We will cover you in the event of an accident caused by, through or in connection with any motorcycle described in the schedule against liability at law for damages and claimant's cost and expenses in respect of death of or bodily injury to any person, or any amount not exceeding £20,000,000 in respect of damage to any person's property. We will pay all costs and expenses incurred with our written consent.

Riding Other Bikes

- If the effective Certificate of Motor Insurance permits you to ride a motorcycle not belonging to you and not hired to you under a hire purchase agreement, we will cover you, subject to the limitations of and for the purposes of this section whilst riding such motorcycle as though it were a motorcycle described in the schedule and ridden by you in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover for Other Persons (Including Passengers).

- If the effective certificate of motor insurance permits the riding of a motorcycle described in the schedule by a person other than you, we will cover such person in the terms of Sub-Section II (a) above.
- We will in terms of Sub-Section II (a) above cover at your request any passenger (other than the person riding) provided that such person:
 - is not entitled to cover under any other policy, and
 - where the insured observes, fulfils and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

Cover for Legal Personal Representatives

We will cover the legal personal representatives in the event of the death of any person entitled to cover under this section in respect of any liability incurred by such person subject to the terms and limitations which applied to such person if that person is insured under this section.

Legal Expenses

In respect of any act causing or relating to any event which may be the subject of cover under this section we will arrange and pay for the following:

- Solicitors services in respect of:
 - representation at any coroner's inquest or fatal inquiry, and
 - defending any proceedings in any Road Traffic Acts or equivalent European Union legislation
- Legal services up to any amount not exceeding £1,000 in respect of any one occurrence for defence 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 has attained the age of 21 years.

We will only cover these legal costs if they relate to an incident, which is covered under this section.

Exceptions to Section II

We shall not be liable in respect of

- (a) Death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered under this section other than the liability to such person:
 - (i) carried in or upon, or
 - (ii) entering or getting on to or alighting from any **motorcycle** hereby insured and only in so far as is necessary to meet the requirements of the Road Traffic Acts.

Riding Other Bikes

- (b) Use of a **motorcycle** if there is no current and valid **policy** of insurance in force for the vehicle being ridden under this section.

Riding without the owner's permission.

Use to secure the release of any other **motorcycle** which has been seized or confiscated by or on behalf of any government or public authority.

- (c) Any person **insured** under this section who fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- (d) Damage to any **motorcycle** where cover in connection with the use or riding of that **motorcycle** is provided by this section.

Section III Payments Made Under Compulsory Insurance Regulations and Rights of Recovery

Nothing in this policy shall affect the right of any person to recover an amount by virtue of the provisions of the law relating to the insurance of liability to third parties in any territory in which the policy operates but in the event of **us** having to pay any amount which **we** would not have been liable to pay but for the provisions of such law **you** shall repay all such amounts to **us**. **We** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Section IV

Emergency Treatment

We will cover any person using a **motorcycle** in respect of which cover is provided under this policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such **motorcycle** in any territory to which any of such Acts applies.

Section V

Continental Use/Compulsory Insurance Requirements

In compliance with EU Directives this policy provides as a minimum the necessary cover to comply with the laws on compulsory insurance of **motorcycles** in:

Territorial limits.

In addition to this minimum cover the policy provides the cover shown in the **schedule** in any country in the **territorial limits** subject to:

- **Your motorcycle** normally being kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
- **Your** visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature not exceeding one month in any one trip.

Cover Includes

- Transit by sea, air or rail, in or between countries within the **territorial limits**
- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **territorial limits** subject to **your** liability arising as a direct result of a claim covered under this policy
- General Average contributions, Salvage charges and Sue and Labour charges whilst **your motorcycle** is being transported by sea between any countries within the **territorial limits** provided that **your motorcycle** is covered for loss or damage under this policy

If You take your motorcycle abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your Certificate of Motor Insurance** should therefore provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of **motorcycles** in any countries that **you** visit.

There is no cover for countries outside the **territorial limits**. **We** may however be prepared to extend cover to certain of these countries on request in which case **we** will provide **you** with a **Green Card** and an additional premium will be charged.

Section VI

General Information

General Exceptions

We shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability caused sustained or incurred while any **motorcycle insured** under this policy is being:
 - (a) Used or ridden otherwise than in accordance with the appropriate sections of the effective **Certificate of Motor Insurance**.
 - (b) Ridden by any person other than described under the appropriate sections of **your** effective **Certificate of Motor Insurance** except that cover will not be withdrawn:
 - (i) if the injury, loss or damage was caused as a result of **your motorcycle** being stolen or having been taken without **your** consent or other lawful authority,
 - (ii) if the person riding does not hold a driving licence and **you** had no knowledge of such deficiency.
 - (c) Ridden by any person unless such person holds a licence to ride such motorcycle
 - (d) In charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law
 - (e) Ridden by any person unless such person holds a licence to ride such motorcycle or has held and is not disqualified for 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 such **motorcycle** has been hired

2. Any liability, which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any indirect loss resulting or arising from: (a) The carriage of substances that require a licence or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Act. (a) Except to the extent that **we** are liable under the Road Traffic Act, this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with terrorism as defined in the UK Terrorism Act 2006, regardless of any other contributory cause or event.
5. Any accident, injury or damage (except under Section II) arising during (unless it be proved by **you** that the accident, injury, loss or damage was not occasioned thereby) or in consequence of:
 - Earthquake, or
 - Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
6. Any liability in respect of pollution except liability which **we** are obliged to cover by the law relating to compulsory motor insurance.
7. Any accident, injury, loss, damage or liability when any **motorcycle** covered by this policy is being ridden or used in or on that part of an aerodrome, airport, airfield or military base provided for:
 - the take off or landing of aircraft and for the movement of aircraft on the surface,
 - aircraft parking aprons including the associated service roads refuelling and ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area.

Claims Procedure

1. **You** or **your** legal personal representatives must give notice to **RiderSure** as soon as is reasonably possible after the occurrence of any accident, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to **us** immediately on receipt. Notice shall also be given in writing to **us** immediately if **you** or **your** legal personal representatives shall have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this policy.
2. No admission, offer, promise or payment shall be made or given by **you**, or on **your** behalf, without **our** written consent. **We** shall be entitled to 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. **We** can prosecute in **your** name, for **our** own benefit, any claim for damages and shall have full discretion in the conduct of any proceedings, or in the settlement of any claim. **You** or the person claiming under this insurance, shall give all such information and assistance as **we** may require.
3. In the event of a claim, if **you** are paying **your** annual premium by instalments, **we** may deduct any outstanding balance from the claim settlement.
4. If any claim is in any respect fraudulent, or if any fraudulent means, including inflation or exaggeration of the claim or submission or forged or falsified documents are used to obtain benefit by **you**, or anyone acting on **your** behalf, all benefits under the policy shall be forfeited.

We and **RiderSure** exchange information with other insurers through various databases in order to consider offering insurance, on what terms and to prevent fraudulent claims.

Law Applicable to Contract

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

If **you** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England, Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales.

Applicable Language

The terms and conditions and all other information concerning this insurance are supplied in the English language and **we** undertake to communicate in this language for the duration of this policy.

Section VIII

UK Motor Breakdown and Accident Assistance

Motor Assistance Gold

This section is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

How we can help

We are here to help **you** 24 hours a day, 365 days a year.

In the event of a **breakdown**, call **our** Motor Assistance helpline on **0800 917 0817** and provide the following information:

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

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

If **your vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, **your** home address. If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and **your vehicle** to a destination within the **territorial limit**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

How to Make a Complaint

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below. Or you can telephone us on 0844 893 9013 or email us at customerrelations@das.co.uk. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

Details of our internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

If you are still not happy, you can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobile phones).

Website : www.financial-ombudsman.org.uk

Definitions

(Applicable to this Section Only)

1. We, Us, Our

DAS Legal Expenses Insurance Company Limited.

2. You, Your

The person who has taken out this section.

3. Insured Person(s)

You, and any passenger or rider who is in or on the vehicle with your permission at the time of the breakdown.

4. Period of insurance

The period for which we have agreed to cover you and for which you have paid the premium.

5. Vehicle

The vehicle declared to us. Cover extends to include any trailer attached to the vehicle at the time of the breakdown.

The vehicle, excluding any trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5metres (18 feet) in length, or over 2.3metres (7 feet 6 inches)wide.

Any trailer attached to the vehicle must not exceed 7.6 metres (25 feet) in length.

6. Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

7. Breakdown

- (1) Mechanical or electrical failure; or
- (2) Accidental damage, or damage caused by vandalism, fire, theft or attempted theft, which stops your vehicle moving.

Cover

You are covered for the assistance services in this section for a maximum of six breakdowns during the period of insurance if you have paid your premium. We agree to provide the assistance services in this section keeping to the terms, conditions and exclusions as long as the breakdown happens during the period of insurance and within the territorial limit.

After we have dealt with your sixth breakdown, this section becomes void. In such circumstances or if the service you require is not provided for under the terms of this section, we will try if you wish to arrange it at your expense.

The terms of any such assistance are a matter for you and your supplier.

Assistance Services under this Policy

1. Emergency Roadside Repairs and Home Breakdown

We will pay the call out charge and up to one hour's labour cost for one of our approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs.

2. Vehicle Recovery

If your vehicle cannot be repaired at the scene of the breakdown within one hour, we will pay for the cost of transporting your vehicle and insured person(s) to a single destination being either;

- (a) a suitable repairer; or
- (b) if the insured person wishes, their home address, provided it is nearer.

3. Getting You to Your destination

If your vehicle cannot be repaired on the same day as the breakdown, we will either:

- (a) pay the cost of transporting your vehicle or insured person(s) or both to a destination(s) within the territorial limit provided that the insured person (s) are transported to the same destination; or
- (b) arrange and pay the cost of hiring a category A vehicle to allow the insured person(s) to continue their journey to a destination within the territorial limit; or
- (c) arrange transport for insured person(s) to travel to a hotel. You will have to pay for the cost of this, and the hotel costs; but we will reimburse you up to £50 per person per night for accommodation. The most we will pay for transport to the hotel and the cost of the hotel accommodation is £300 for any one breakdown.

You must pay the hotel bill, but we will pay you back on receiving the relevant bill(s) subject to the £300 limit for any one breakdown.

Conditions

- (1) We will only pay a maximum of £300 for any one breakdown
- (2) You must send us all the relevant invoice (s) before we will reimburse you.
- (3) At all times we decide on the best way of providing help.

4. Emergency Message Relay

When you claim for any of the services detailed in 1, 2 or 3 above we will forward a message to a member of your family, friend or work colleague if you would like this.

Exceptions Applicable to this Section

We will not cover:-

1. The breakdown of your vehicle:
 - within the first 48 hours from the date of your application if cover commences at any time other than the start of or renewal of the insurance policy to which this cover is attached; or
 - if it has knowingly been ridden in an unsafe or unroadworthy condition; or
 - which has resulted from a lack of oil, fuel or water; or
 - which occurs whilst your vehicle is being used for motor racing, trials or rallying or for hire or reward.

2. The cost of: - storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **our** services; or
 - spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
 - any other repairs carried out other than those carried out at the scene of the **breakdown**; or
 - replacing broken windows, screens or keys or finding missing keys; or
 - ferry crossings, parking charges, fines or toll charges.
3. Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
4. Any cost incurred before **you** have notified **us** of the **breakdown**.
5. The recovery of a trailer which exceeds 7.6 metres (25 feet) in length.
6. Any **vehicle** which cannot be recovered by a standard trailer or transporter.
7. Any claim or **breakdown** caused by, contributed to by or arising from:- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear part of it; or
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

Conditions Applicable to this Section

1. An **insured person** must keep to the terms and conditions of this section.
2. The **vehicle** shall at all times during the **period of insurance** be maintained in a roadworthy condition and regularly serviced.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand and **we** will always cancel this policy after **we** have dealt with **your** sixth claim in the **period of insurance**.

You can cancel this section at any time.

If this section is cancelled because **you** have made 6 claims in the **period of insurance**, **we** will not refund any premium **you** have paid.

4. An **insured person** must be present with the **vehicle** when the approved agent arrives.
5. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
6. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **we** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
7. The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
8. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
9. This policy will be governed by English Law

General Conditions

Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **excess**, or
- The extent of the cover may be affected.

Your Duty to Prevent Loss or Damage

You shall take all reasonable steps to safeguard from loss or damage any **motorcycle** described in the **schedule** and to ensure that any such **motorcycle** is in a roadworthy condition. **We** shall have at all times free access to examine **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement.

Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us**, in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

Your Duty to Comply with Policy Conditions

Our provision of insurance is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and endorsements of this policy.

Cancellation

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover.

If **you** wish to cancel **your** policy, **you** must send **your** current **Certificate of Motor Insurance** to your broker and contact them to advise that **you** wish to cancel **your** policy.

It is important to remember that cancelling **your** Direct Debit does not cancel **your** policy. For information on **your** monthly Direct Debit payments please refer to **your** Credit Agreement to **your** broker.

The **insurer** or any agent the **insurer** appoints and who acts with their specific authority may cancel this policy by sending 7 days notice to **your** last known address (and in the case of Northern Ireland to the DVANI). **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover.

No refund will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current **period of insurance**.

Please refer to **your** brokers Terms of Business for information relating to charges. There may also be a charge of up to £40 applied by **your insurer**. This amount may vary depending on **your insurer**.

You are always advised to discuss the likely refund with **your** broker before deciding upon cancellation.

Other Insurance

If at the time any claim arises under this policy there is any other existing insurance covering the same loss, damage or liability in respect of **your motorcycle**, or any **motorcycle** hired to **you** under a hire purchase agreement, **we** shall not be liable to pay or to contribute more than **our** rateable proportion of any loss, damage, compensation costs or expense.

This provision will not place any obligation upon **us** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Section II Exception (a).

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **your** broker, **RiderSure** or the **Insurer**, may at any time:

Check **your** information against a range of registers and anti-fraud databases for completeness and accuracy.

We may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, 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 **your** broker if **you** want to receive details of the registers and fraud prevention agencies.

Credit Searches and Accounting

In assessing **your** application/renewal, **your** broker, **RiderSure** or the **Insurer**, may search files made available to **us** by credit reference agencies. They keep a record of that search. **Your** broker, **RiderSure** or the **Insurer**, may also pass to credit reference agencies information **we** hold about **you** and **your** payment record with **us**. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. **Your** broker, **RiderSure** or the **Insurer**, may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **your** broker, **RiderSure** or the **Insurer**, acceptance or rejection of **your** application will not depend only on the results of the credit scoring process.

Complaints Procedure

If you need to Complain

RiderSure aim to provide **you** with a high level of service at all times.

However, there may be a time when **you** feel that the service that **you** have received has fallen below the standard **you** expect. If this is the case and **you** want to complain, please choose the relevant option below:

- In the first instance **you** should contact **your** broker following their Complaints Procedure, as laid out in their Terms of Business
- For complaints relating to **your insurer** or the handling of a claim by **your insurer** please refer to the contact details on **your** insurance documents
- For any other type of concern, there are several ways **you** can contact **RiderSure**:
Phone: 0844 800 4314. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.
E-mail: info@ridersure.co.uk
Post: RiderSure, Europa House, Midland Way, Thornbury, Bristol, BS35 2JX

If **your** complaint is with us, it will be acknowledged within 5 working days of receipt, an offer of final response will be provided if investigations have been concluded within this period. If **your** complaint with us is acknowledged **you** will be informed of who is dealing with it and when **you** can expect a response. **RiderSure** aim to respond fully within 8 weeks. However, if **we** are unable to provide a final response within this period **we** will write to **you** before this time and inform **you** why **we** have not been able to offer a final response and how long **we** expect **our** investigations to take. If **you** remain unhappy with the final response, or **we** have not managed to provide **you** with a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service for help and advice.

There are several ways **you** can contact them:

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

E-mail: complaint.info@financial-ombudsman.org.uk

Post: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Any decision made by the Financial Ombudsman Service is only binding on the broker, **RiderSure** or the **insurer** and **you** remain free to take action in court. This procedure for the handling of complaints is entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action.