

Written Off

The *Insured Bike* being assessed as being both undriveable and damaged beyond the point where it would be economical to fund its repair. In the event that the *Insured Person* is comprehensively insured, such assessment must be made by their motor insurers. In the event that the *Insured Person's* motor insurance is not comprehensive, such assessment will be made by *Us* or (if the *Insured Person* is not responsible for the accident) by the insurers of the party responsible for the accident.

Insured Incident

The theft of the *Insured Bike* or an accident, fire or act of malicious damage involving the *Insured Bike* which causes the *Insured Bike* to be *Written Off*.

This Policy Will Cover

1. Where the *Insured Bike* has been *Written Off* as a result of an *Insured Incident* arising during the *Period of Insurance*, subject to the Terms and Conditions *We* will arrange for the supply to *You* of a *Substitute Bike* for the duration of the *Hire Period* and *We* will pay the *Bike Hire Costs* provided that the hire has been arranged by *Us* through a *Hire Firm*. Where *You* notify *Us* at the time that *You* report an *Insured Incident* to *Us* that *You* wish to opt for an alternative cash payment, *We* will pay to *You* the sum of £150.
2. The *Substitute Bike* will be delivered to *You* as soon as is practically possible and in any event within one working day of *Your* report of an *Insured Incident* to *Us*.
3. *You* may ask for the *Substitute Bike* to be delivered to *You* at any convenient place within the mainland of Great Britain.
4. If at the time that *You* report the *Insured Incident* to *Us*, *You* advise *Us* that you wish to opt for a monetary payment as an alternative to *Your* entitlement to a *Substitute Bike*, *We* will arrange to pay *You* a cheque for £150.

This Policy Will Not Cover

1. *We* will not pay *Bike Hire Costs* for claims arising out of more than one *Insured Incident* in any one *Period of Insurance*.
2. *We* will not be able to supply a *Substitute Bike* to any person who does not meet the *Hire Firm's* standard terms and conditions of hire in force at the date when *You* report the *Insured Incident* to *Us*.

3. *We* will not pay *Bike Hire Costs* incurred before *Our* written acceptance of a claim or where the *Insured Person* arranges their own hire.
4. *We* will not supply a *Substitute Bike* if *You* are a motorcycle courier or motor trader unless the *Substitute Bike* is used solely for *Your* personal use.
5. *We* will not supply a *Substitute Bike* where the *Insured Bike* is used for racing, rallies or competitions.
6. *We* will not supply a *Substitute Bike* where there is any allegation that the *Insured Incident* arose at a time when the *Insured Person* had consumed alcohol or illegal drugs.
7. *We* will not supply a *Substitute Bike* where as a result of the incident *You* report to *Us*, the *Insured Bike* is not *Written Off*.

General Conditions and Exclusions

1. In the event of the theft of the *Insured Bike*, or any other *Insured Incident* which is or may arise from a criminal act, *You* must, when reporting to *Us*, provide *Us* with the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
2. The *Insured Incident* must be reported to *Us* within 48 hours of occurrence and must be subject to a claim under the *Insured Person's* own motor policy.
3. The *Insured Person* must abide by the *Hire Firm's* terms and conditions of hire at all times during the *Hire Period*.
4. The *Insured Person* must pay the insurance excess arising on any claim relating to the *Substitute Bike* which arises during the *Hire Period*, or pay a collision damage waiver. Full details of this will be made available before hire commences.
5. *We* will select a *Hire Firm* for *You*, and arrange for them to supply a *Substitute Bike* suitable for *Your* needs.
6. The *Insured Person* must agree to *Our* trying to recover the *Bike Hire Costs* in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the *Bike Hire Costs* in any claim for other losses being pursued in the name of the *Insured Person*.

7. *We* can take over and conduct such a claim and/or proceedings in the *Insured Person's* name at any time.
8. *We* can negotiate any such claim on behalf of an *Insured Person*.
9. If *You* opt to receive a monetary payment *You* will not be entitled to claim for the provision of a *Substitute Bike* or any other benefit which this Policy may provide. The monetary payment will constitute the conclusion of *Your* claim, and *You* will not be entitled to make any further claim under this Policy whether arising from the same *Insured Incident* or not.
10. Any *Bike Hire Costs* recovered in such a claim must be paid to *Us* or to *Our* order.
11. *You* must keep *Us* fully informed at all times of all matters relating to the *Insured Incident* and in particular must notify *Us* immediately if an *Insured Bike* which has been stolen is recovered or if *You* receive a cheque in settlement of the value of an *Insured Bike*.
12. This Policy is written in English.
13. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and/or Ageas Insurance Limited will be processed in compliance with the provisions of the Data Protection Act 1998.

Motorplus Limited is authorised and regulated by the Financial Services Authority. Regulated by the Ministry Of Justice in respect of regulated claims management activities.

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Substitute Bike Policy Wording

Important Information

This is your Substitute Bike Policy Wording. It includes everything you need to know about your policy.

We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident.

Act quickly after an accident and call our claims unit on

0844 888 7364

We are contactable 24 hours a day, all year round

Substitute Bike Policy Wording

This Policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Subject to the appropriate premium having been paid the *Insurer* agrees to cover *You* as set out in this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

What is a Substitute Bike?

Even if *You* are comprehensively insured, a road accident or the theft of *Your* bike which causes it to be written off can leave *You* without suitable transport. Where alternative transport is provided, it will often only be a small courtesy car provided by the repairer.

How can we help?

The Motorplus Substitute Bike scheme can provide a suitable bike to keep *You* on the road where *Your* own bike is written off after an accident, fire, theft or vandalism.

Furthermore, the bike provided will be an equivalent bike to *Your* own (to a maximum of 650cc) to enable *You* to continue *Your* daily life without unnecessary inconvenience.

Alternatively, you can opt for a car up to 1.4L or a monetary payment of £150 instead of a bike.

Making a Claim

PLEASE REMEMBER THAT OUR CLAIMS CENTRE IS OPEN 24 HOURS A DAY THROUGHOUT THE YEAR.

If *Your* bike is stolen or involved in an accident, fire or is vandalised, write down as many details as possible including the names and addresses of anyone else involved and any information provided by the police.

Let *Us* know the information as soon as possible, by calling *Our* Helpline on **0844 888 7364**.

If *We* accept *Your* claim, *We* will arrange for the delivery to *You* of a suitable *Substitute Bike*, which *You* can use for the period of time described below.

If *Your* bike was destroyed in circumstances which were not *Your* fault, *We* may seek to recover the costs of providing the *Substitute Bike* from the responsible party or their insurers. *We* would normally do this through *Our* Claims Centre.

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 in the first instance contact:

Chief Executive Officer

Motorplus Limited
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 01603 420 000

Fax: 01603 420 010

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

In the event *You* remain dissatisfied and wish to make a complaint, *You* can do so by contacting the following:

The Customer Relations Manager

UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, *You* have the right to make an appeal 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

South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

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

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of *Your* claim, without any upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Cancellation

We hope *You* are happy with the cover this Policy provides. However, *You* have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending *Us* written notice within the first 14 days of the Policy, or (if later) within 14 days of *You* receiving the insurance documents. This is known as the "cooling off period". Thereafter any return premium will be discretionary.

Definitions

We, Us, Our

MotorPlus Limited trading as ULR Norwich.

You, Your

The person who has taken out this Policy.

Insured Person

You and any other person riding the *Insured Bike* with *Your* permission and under the cover of *Your* motor insurance providing they satisfy the *Hire Firm's* standard terms and conditions of hire in force at the date of the *Insured Incident* and also providing that they are resident within the *Territorial Limit*.

Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

Insured Bike

The motorcycle specified in the motor insurance policy issued with this Policy.

Substitute Bike

A replacement motorcycle selected by *Us* and having an equivalent engine capacity to the *Insured Bike* but not exceeding 650cc in any event, or alternatively (at *Your* option) a car having an engine capacity not exceeding 1.4L.

Bike Hire Costs

The cost of hiring a *Substitute Bike* for one continuous *Hire Period*.

Hire Period

The period from the date a *Substitute Bike* is delivered to *You* until the earliest of the following dates:

- the date when *You* receive a cheque in respect of the value of the *Insured Bike*; or
- the end of the fourteenth day of hire.

Hire Firm

A member of *Our* network of approved motorcycle hire companies.

Territorial Limit

England, Wales and the mainland of Scotland.

Period of Insurance

12 calendar months from the date of inception of this Policy, or until the next expiry date of the motor insurance policy to which this Policy is annexed, whichever period is the less. In the event of cancellation or non-renewal of that motor insurance policy, all cover under this Policy shall cease.