

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*, nor unrecovered as the case may be.
8. *We* will not supply a *Substitute Bike* where the *Insured Bike* is not insured for the compulsory RTA risk.

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. If an *Insured Person* has endorsements on their driving licence or has previously been disqualified from driving for a motoring offence, *We* may require the *Insured Person* to pay all or part of the insurance premiums for the *Substitute Bike*.
7. 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*.
8. *We* can take over and conduct such a claim and/or proceedings in the *Insured Person's* name at any time.
9. *We* can negotiate any such claim on behalf of an *Insured Person*.
10. 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.
11. Any *Bike Hire Costs* recovered in such a claim must be paid to *Us* or to *Our* order.

12. *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*.
13. This Policy is written in English.
14. Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated.

Fraudulent Claims

If *You* make any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited and *We* shall be entitled to recover any monies previously paid.

Data Protection Act 1998

Please note that any information provided to *Us* will be processed by *Us* and *Our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about *You* from credit reference agencies, fraud prevention agencies and similar organisations to enable *Us* to check *Your* credit status and identity. These agencies will record *Our* enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check *Your* details with fraud prevention agencies.

If *You* provide false or inaccurate information and *We* suspect fraud, *We* will record *Our* concerns. *We* and other organisations may use these records to help make decisions on insurance proposals and Claims, prevent fraud, recover debt and check *Your* identity to prevent money laundering.

Under Data Protection legislation, *You* can ask *Us* in writing for a copy of certain personal records held about *You*. Please write to MotorPlus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

BSU SUBJ 20B4 WPW 0615



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 department:

0844 888 7364

**We are open 24 hours a day,
365 days a year**

Calls cost 6p per minute plus your phone company's access charge

Substitute Bike Policy Wording

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

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

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 Contracts (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**. Calls cost 6p per minute plus your phone company's access charge.

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:

The Quality Assurance Department

Motorplus Limited
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0843 227 7580
Fax: 01603 420010

Calls cost 6p per minute plus your phone company's access charge.

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

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

Exchange Tower
London
E14 9SR

website: www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk
phone: 0800 023 4567 or 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.

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 event that Ageas Insurance Limited 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 with no upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Consumer Insurance (Disclosure & Representations) Act 2012

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 questions and to make sure that all information supplied to *Us* is true and correct. *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.

You must contact *Your* insurance broker or agent immediately in the event that there is a change to *Your* circumstances, as follows:

- *You* change *Your* address;
- *You* are convicted of a criminal offence or receive a police caution;
- *You* have insurance refused, declined, cancelled or terms applied by another insurance provider.

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.

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 General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance 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:

- a) the date when *You* receive a cheque in respect of the value of the *Insured Bike*; or
- b) 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.

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*.