



# Hastings Direct bike policy

A guide to your cover  
and how to make a claim

## Important numbers

To report an incident or make a claim call us on: **0333 321 9800**

Or from outside the UK call: **00 44 1424 738 585**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim

(such as photos of the damage) you can email or write to us:

Email: **[motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: **Claims department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW**

## Got questions?

You can read our FAQs and view your policy documents in MyAccount.

Log in or register here: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Chat to our customer services team:

Webchat: **[www.hastingsdirect.com/contact-us](http://www.hastingsdirect.com/contact-us)**

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm

Saturday 9am – 5.30pm, Sunday 10am – 5pm

# Contents

## Things you need to know

Claims service .....	2
Travelling abroad? .....	3
Information about your contracts for insurance .....	4
Who can speak to us about your policy .....	4
Caring for our customers .....	5
Consumer Insurance (Disclosure and Representation) Act 2012 .....	6
Keeping your policy up to date .....	7

## Hastings Direct's terms and conditions

Whose products do we offer?.....	9
Who regulates us? .....	9
Ownership and close links .....	9
What is the insurance intermediary service we provide you with? .....	10
What you have to pay for our services .....	10
Client money and instalments .....	12
Introducer arrangements .....	12
Renewing your policy .....	13
Automatic renewal .....	13
After renewal .....	14
Your privacy and security .....	14

## Motor insurance policy

Your policy summary .....	16
Information about your policy documents .....	20
Contract of insurance .....	20
Guide to cover .....	21
Meaning of words .....	22

## Policy cover

1. Damage to your motorcycle (except that caused by fire or theft) .....	23
2. Damage or loss by fire or theft .....	26
3. Liability to third parties .....	29
4. Territorial limits and using your motorcycle abroad.....	31
5. No-claim discount .....	32
General exceptions .....	33
General conditions .....	35
Cancellation .....	38
Endorsements .....	41
Important guidelines when travelling abroad .....	44

# Claims service

We hope that you are never unfortunate enough to have an accident or loss, however we also know that these things happen and that the true value of your motorcycle insurance lies in the service you receive at this difficult time.

You should notify us of any accident or loss within 24 hours of the occurrence. By notifying us as soon as possible, your insurer can settle your claim quicker, and if your motorcycle is repairable, arrange for one of their nominated repairers to be notified as soon as possible. Furthermore quickly notifying us of the incident means that the details are fresh in your mind and can help your insurer lessen the cost involved in dealing with your claim, helping them to keep their prices as low as possible.

## What to do if you have an accident — remember STOP:

- S** **Stop** at the scene of the accident, never admit blame or offer to pay for damage, and tell us if anyone else does.
- T** **Telephone** us on **0333 321 9800**, even if you do not want to make a claim.
- O** **Obtain** the name, address, telephone number and vehicle registration of the other drivers and give yours in return. Try and get details of any witnesses.
- P** **Police**. Call the Police if there has been an injury or if any driver does not stop at the scene or give their details.

If you become aware of any insurance related incident, you must tell us, even if you don't want to make a claim.

**Need to make a claim?**  
Simply call our friendly team on:

**0333 321 9800**

If you need to report an incident from  
outside of the UK, please call us on:

**00 44 1424 738 585**

Remember to save this number in your mobile phone (if you have one) so you will have it available if an incident occurs.

Our claims helpline is open 24 hours a day, 365 days a year and is a first response service with operators who can confirm whether your policy covers you for the incident. When you call us, we will ask you some questions about the circumstances of the incident, we will then transfer you to your insurer's claims department who will take the next steps.

## Repair Service for an accident when using your insurer's nominated repairer:

Remember that by using your insurer's nominated repairer, you will benefit from a number of things, including a guarantee for your repairs, and authorisation and payment direct to the repairer. All you need to do is pay your excess.

You are of course permitted to use your own repairer, however you will not be entitled to the benefits shown in the table below and will need to submit repair estimates to your insurer for authorisation, which may delay the progress of your claim.

<b>Repairs</b>	If the damage to your motorcycle is covered under your policy and can be repaired, then your insurer will arrange for one of its nominated repairers to contact you.
<b>Authorisation</b>	You do not need to get any estimates and your repairs can begin as soon as your insurer has authorised them.
<b>Delivery</b>	When the work is complete, the repairer will contact you to arrange a convenient time to deliver your motorcycle back to you.
<b>Payment</b>	Your insurer will pay the bill. All you need to do is pay any policy excess to the repairer before the motorcycle is delivered back to you.

If your motorcycle is a total loss (a write off), your insurer will ask you to send in your original documents (for example V5C and MOT certificate). Remember to clear your motorcycle of personal belongings.

## Travelling abroad?

Your current policy cover is automatically extended to include travel in the EU and the countries listed in section 4 for up to 90 days per trip.

If you intend to travel for more than 90 days per trip or visit countries not listed in section 4, your policy cover may be extended for the trip or for these countries. Please call our customer service department on 0333 321 9801 at least 7 days before the date of your departure. You may have to pay an additional premium for this.

# Information about your contracts of insurance

You will enter into two separate contracts when you take out an insurance policy through us. The first contract is with us for arranging and administering your insurance policy, on your behalf, and we shall charge you arrangement and administration fees for providing our services. Our terms and conditions are set out in this document.

The second contract is with the insurer noted on your certificate of motor insurance and your policy schedule, for providing your insurance and they shall charge you a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document and your statement of insurance, certificate of motor insurance and schedule.

The new business arrangement and administration fees and insurer premium will form the cost of the insurance. The amounts paid in respect of the cover you hold are found in your statement of price.

If you make any changes to your policy, additional costs may be incurred.

Please note that when we are arranging your insurance or making any adjustments to it, we are acting on your behalf as your agent. When dealing with claims for Advantage Insurance Company Limited we are acting as the agent for the insurer. All other claims will be dealt with by the insurer concerned.

# Who can speak to us about your policy

	Arrears Payment	Changes to your policy	Renewal	Cancellation
<b>Policyholder</b>	Yes	Yes	Yes	Yes
<b>Spouse/partner/ nominated person*</b>	Yes	Yes	Yes	No
<b>Direct Debit Payers</b>	Yes	Yes	Yes	No

\*At the request of many of our customers, and to make managing your insurance more convenient for you, we're happy to deal with your spouse or partner, who calls us on your behalf, provided they're named on the policy, regarding payment, changes or renewals. If you would like to change this arrangement, or nominate someone else (such as a named person on the policy, friend or other family member), or would prefer us to deal only with you, please email or call us to let us know.

# Caring for our customers

We want to provide you with a high level of customer service, if you're not happy about something please tell us.

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)

Call: 0333 321 9677

Customer relations department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-On-Sea TN39 3LW

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

## Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

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

Tel: 0800 023 4567 or 0300 123 9123 (from mobiles or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

If your insurance is at Lloyd's, then in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint—How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Nothing in this process will affect your rights of law..

## **Financial Services Compensation Scheme (FSCS)**

While we're not covered by the FSCS because we're a broker, all the Insurers whose products we offer are covered by the FSCS. This means that if the Insurer cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For motor insurance, cover is for 100% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## **Consumer Insurance (Disclosure and Representation) Act 2012**

Under the Consumer Insurance (Disclosure and Representation) Act 2012, you have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If you volunteer information which is over and above that requested, you must do so honestly and carefully.

You should check your statement of insurance to ensure that all facts given are correct. It is an offence to make any false statement or withhold any information for the purpose of obtaining a certificate of motor insurance.

Failure to answer all questions fully and accurately could invalidate your insurance cover and could result in all or part of a claim not being paid.

## Keeping your policy up to date

The terms of your policy and premium are based on the information you have given us. If any of this changes you should tell us by calling our customer service department. Below are some examples of what you should tell us. Please note these lists are not exhaustive and you should contact us if you are unsure about whether you need to inform us of a change. Any changes to your policy will be subject to your insurer's agreement and may not be acceptable, therefore please contact us for guidance on changes you wish to make. If a change to your policy is acceptable it may result in revised terms and/or a change in the premium. Any changes to your policy will also be subjected to our administration fee, please see page 11 for details.

### **Please tell us immediately if:**

- You or any insured riders are involved in an accident, no matter how trivial and regardless of blame; or
- You change your address or you or any insured riders change occupations; or
- Your or any insured riders driving licence is revoked either temporarily or permanently, or the status of the driving licence has changed, e.g. if you or any insured rider has passed their driving test.

### **Please tell us about the following beforehand:**

- If you intend to change your motorcycle.
- If you intend to change what you use your motorcycle for.
- If you want to include other riders.
- If you intend to alter your motorcycle from the manufacturer's standard specification. Alterations include optional extras and any changes to bodywork; these include but are not limited to:
  - Changes to the bodywork, such as specialist paintwork or body kits.
  - Fairing removal/addition, including lowers, huggers and front mudguards.
  - The addition of panniers or trunk.
  - Changes affecting performance such as changes to the engine management system or exhaust system.

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturer's standard specification must be disclosed. This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your insurer has agreed to arrange cover for them.

If you make a claim for loss or damage to your motorcycle, your insurer will only pay the cost of replacing parts needed for your motorcycle to meet the manufacturer's standard specification. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

**Please tell us about the following when you renew your policy:**

Should there have been any changes to the insurance details of you or any other person named as a rider under this policy. Such changes to insurance details include, but are not limited to:

- Any information listed on the previous page, that should be advised immediately or beforehand.
- Any accidents, claims, losses or damages to any vehicle, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire, theft or glass damage (windscreen or window).
- Any prosecutions or motoring convictions that you or any insured riders have received during the year, or any pending prosecutions, motoring convictions or fixed penalty notices or licence endorsements.
- Any medical or physical condition or disability, for you or any insured riders, that is notifiable to the Driver and Vehicle Licensing Agency (DVLA)/Driver & Vehicle Agency Northern Ireland (DVANI) which has not been notified to and accepted by the DVLA/DVANI.
- Any non-motoring convictions for all riders that are not considered spent.  
A spent conviction is one which, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however you have received a prison sentence of more than four years, your conviction will never become spent.

Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

Renewal terms will be offered based on the information you provided as shown on the statement of renewal. Please check the accuracy of this information and if any details are incorrect you should tell us by calling our renewals team on 0333 321 9801.

# Hastings Direct's terms and conditions

## Whose products do we offer?

We can arrange the following products on your behalf with a range of insurers. You can find a list of the insurers we deal with on our website.



For each optional additional product we only use a single provider, details of which are provided in our optional additional products policy wording.

## Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

Our permitted business is arranging, dealing as agent and assisting in the administration of non - investment insurance contracts.

## Ownerships and close links

Hastings Insurance Services Limited is wholly owned, via intermediate holding companies, by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG") which, in turn is ultimately owned, via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

If we have arranged your insurance with Advantage Insurance Company Limited, we should inform you that we are both part of the same group of entities. Advantage Insurance Company Limited is wholly owned by Advantage Global Holdings Limited ("AGH") which, in turn is ultimately owned via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

Where your insurer is Advantage Insurance Company Limited, when dealing with claims we are acting as agent of the Insurer and we also hold claims monies as their agent.

## **What is the insurance intermediary service we provide you with?**

We will provide you with sufficient information to enable you to make an informed decision on your purchase.

As we will not make any recommendation please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

Our service includes arranging your insurance cover on your behalf with insurers to meet your requirements, and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation of your policy and arrange cover with an alternative insurer if your requirement to amend your policy is not acceptable to your original insurers. Additionally we will arrange optional additional covers such as legal protection and breakdown where these meet your needs. We will also arrange the renewal of your insurance. On behalf of your insurer, we will accept your first notification of an incident or claim, after which the details will be passed to your insurer.

## **What you have to pay for our services**

We make charges for administering your insurance, these are listed on the table overleaf. Your insurer may charge a premium for any changes you make to your policy and will charge a premium for the time you have been on cover should you decide to cancel your policy. These premiums will be in addition to our fees, which are for our services only.

Each fee is non-refundable and is payable at the time of the transaction to which it relates

Service	Fee
<b>Policy arrangement &amp; administration</b>	
Arranging your new policy if quoted and accepted online	£0
Call centre arrangement	£12.50
Arranging your policy at renewal	£5.00
Postal delivery of documents	£5.00
<b>Amendments to your policy made by you</b>	
All other amendments not listed below	£25.00
Change of registration number	£20.00
Add/amend an accident or convictions	£0
Amend vehicle security	£0
Amend day time/overnight parking	£0
Amend mileage	£0
Amend occupation	£0
Amend name/marital status	£0
Correct an error by one of our advisers	£0
<b>Amendment to your policy made by our business administration team</b>	£25.00
As part of our new business process our business administration team will check your information and may have to make amendments to your policy to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee.	
<b>*Cancellation - for full details of your right to cancel please see page 38</b>	
Cancellation (if you take up alternative cover from Hastings Direct)	£0
Cancellation (within 14 days)	£25.00
Cancellation (after 14 days)	£35.00
<b>Duplicate documentation</b>	
Sent via e-mail or fax	£0
Resent by post due to not being received within 6 weeks of the start of the policy	£0
Sent via post	£5
<b>Failed payments</b>	
Cheque/Direct debit	£20.00
<b>Method of payment charge</b>	
Payments by debit card	0%
Payments by credit card	0%
Administration fee for third party referral following a failed payment	£25

If we give a discount on our fees and/or the insurer's premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

## **Client money and instalments**

All money received by us in respect of insurance premiums is held on behalf of the relevant insurer so that you have no risk in the unlikely event of our bankruptcy.

The total price of your insurance is shown in your documents including insurance premium tax where applicable. For legal purposes, we are required to inform you of the possibility that other taxes or costs may exist that are not paid through or imposed by us, however, we are not aware of the existence of any other taxes or costs currently payable.

When dealing with any amendments or alterations to your policy, we will not collect or refund any amounts under £1. Please note that any interest earned by us and any investment returns on any segregated designated investments will be retained by us.

We use a third party to collect and store card details in accordance with industry standards. We will use the card details stored on our behalf to collect payment for mid-term changes, defaulted instalments including the associated fee, balances following cancellation and for the renewal of your policy. We will inform you in advance of doing so.

In the event of you receiving an overpayment, we will attempt to recover our funds using the debit/credit card stored on our behalf.

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the terms and conditions of the card issuer. All other refunds will be made by cheque. We are unable to give cash refunds.

If you pay using our Direct Debit facility for any adjustments to your premium over the term of your loan, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.

If you fail to pay us any money you owe to us on the date due and we instruct a third party to collect this amount, you agree to pay our administration fee of £25.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf.

## **Introducer arrangements**

A third party may have introduced you to us and for this the introducer may be paid a fee by us.

## Renewing your policy

At least 21 days before your policy end date we'll send you a notice of renewal letting you know that your policy is due to expire. In most cases, this notice will include an offer to renew for another year. To help you make an informed decision, any offer made will include any changes to the policy terms and an offer price.

In a small number of cases, your insurer may not make you an offer to renew your policy. If this happens, we will search our panel of insurers to try and find an alternative insurer for you. If we're able to find an alternative insurer, we'll include their offer in your notice of renewal. Likewise, we'll tell you if we're unable to find you an insurer.

If you're intending to accept a renewal offer, you must take reasonable care to ensure that your information contained in the policy is correct. This includes, but is not limited to, informing us of any accidents, whether or not a claim was made, or any prosecutions or motoring convictions. Failure to notify us of any required changes may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

If anything is not correct, or you need to inform us of any changes to your policy, please contact our customer services team on 0333 321 9801.

Each renewal of the policy represents a new contract of insurance. You will enter into a new contract of insurance with your insurer commencing on the cover start date shown on your renewal schedule.

## Automatic renewal

We automatically renew most policies. This means that, unless you tell us otherwise, your new insurance cover will start on your renewal date. If we intend to automatically renew your policy we'll tell you on your notice of renewal.

In a small number of cases, we won't automatically renew your policy. We'll tell you on your notice of renewal if this is the case. Some of the reasons why we may not automatically renew your policy include:

- 1) You have previously told us you don't want to automatically renew your policy.
- 2) Our panel of insurers won't insure you for another year.
- 3) You've an outstanding debt on your current policy.

If you don't want to renew your policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date. You can contact our customer services team on 0333 321 9801.

## After renewal

You have a right to cancel your policy at any time. For full details of your right to cancel please see pages 38 - 39.

If you pay for your policy by instalments, we'll continue to collect your premium on a monthly basis, using the same accounts details you gave to us the previous policy year.

If you pay for your policy by credit/debit card, we'll collect the renewal premium on the renewal date from the last card details you gave us.

## Your privacy and security

Your privacy is important to us and we go to great lengths to protect it. Our privacy notice will tell you everything you need to know about the personal data we, our Insurers and ancillary product providers hold about you, in order to be able to provide you with a quote or insurance policy. It explains how we, our Insurers and ancillary product providers may collect, use and share your details and tells you your rights under data protection laws.

You'll find our privacy notice at **[www.hastingsdirect.com/privacy-notice](http://www.hastingsdirect.com/privacy-notice)** but if you'd prefer a paper copy, please speak to our customer relations team. Their details are on the inside back page of this policy document.

If you have any questions about our privacy notice, including any requests to exercise your legal rights under data protection laws, please contact our data protection team. When contacting us, please include your full name, policy number, address and date of birth and send to:

Data Protection Team  
Hastings Insurance Services Limited,  
Conquest House,  
Collington Avenue,  
Bexhill-on-Sea  
TN39 3LW

Email: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)

# Motorcycle insurance policy

# Your policy

## Guide to cover

This summary lists some key points but does not describe all the terms and conditions of your policy, so please take time to read the rest of this booklet to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your policy schedule and certificate of motor insurance.

### Reporting claims:

To report a new claim for accident, fire or theft please call **0333 321 9800**

To report a new claim for accident, fire or theft from outside of the UK please call **00 44 1424 73 85 85**

The features and benefits that apply to your policy are shown below - please refer to the column that matches the level of cover you selected (details of which can be found on your statement of insurance and policy schedule).

Policy features & benefits		Policy cover		
		Comprehensive	Third party fire & theft	Third party only
<b>Section 1</b>	Damage to your motorcycle (except that caused by fire & theft) up to its market value.	Covered	Not covered	Not covered
<b>Section 2</b>	Damage or loss by fire or theft up to its market value.	Covered	Covered	Not covered
<b>Section 3</b>	Legal liability for damage to other people's property up to £20m (or £25m in total, including all costs). Third party only cover, whilst you are riding another motorcycle not hired, owned, or lent to you, where this is shown on your certificate of motor insurance.	Covered	Covered	Covered
<b>Section 4</b>	The same level of cover applicable to this policy for up to 90 consecutive days within the countries listed.	Covered	Covered	Covered

## Significant policy exclusions and limitations

For full details please refer to sections 1 and 2 and the general exceptions section of this booklet.

### Sections 1 & 2 and general exceptions.

- Excludes injury, loss or damage when your motorcycle is ridden by someone who is not a permitted rider.
- Cover is excluded in respect of loss of the use of your motorcycle, wear and tear, loss of value, loss by deception or repossession by the rightful owner.
- Excludes any loss or damage caused by a member of your immediate family, or a person living in your home taking your motorcycle without permission unless you report the person to the Police for taking your motorcycle without your permission and assist the Police in a prosecution.
- Loss of or damage to your motorcycle while;
  - (a) the ignition keys have been left in or on your motorcycle or;
  - (b) your motorcycle has been left unattended with the engine running.
- Cover may not be provided for malicious damage, theft or attempted theft if you have stated that your motorcycle will be garaged and the incident occurs when your vehicle is not garaged but is within the vicinity of your declared garaging address.
- Cover is not provided if you or any person entitled to ride on your policy is convicted of an offence involving drink or drugs, or was riding when under the influence of drink or drugs, when the accident happened.
- Loss or damage to your motorcycle caused by an inappropriate type or grade of fuel being used.

## Cancellation rights

For full details, please see the cancellation section on pages 38 - 39 of this booklet.

### Your right to change your mind

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. Unless you have made a claim under the policy, you will receive a refund of premium paid, after the deduction of our fees and any insurer's premium for the period you have been insured. In these circumstances, the effective date of cancellation will be the date that you serve notice of your wish to cancel.

You may also cancel the policy at any time after the initial 14-day period detailed above by contacting us and returning the certificate of motor insurance to us. In this event a refund of premium, subject to the deduction of our fees and your insurer's minimum premium, will be calculated with effect from the date you contacted us. Information regarding how we or your insurer will calculate any refund of premium due is shown in the cancellation schedule below.

Cancellation Schedule				*Each month is equal to 30 days			
Period of cover	Up to 1 month*	Up to 2 months*	Up to 3 months*	Up to 4 months*	Up to 5 months*	Up to 6 months*	Over 6 months*
of cover	80%	70%	60%	50%	40%	30%	NIL

These percentages relate to the portion of premium to be refunded only and any fees we apply will be deducted from the refund due.

### Cancellation Rights

We and your insurer both have the right to cancel your policy at any time by giving you 7 days notice in writing. We or your insurer will send a cancellation letter to the latest address we have for you and will set out the reason for cancellation in the letter. Neither we nor your insurer will ever cancel your policy without a valid reason for doing so.

We may also cancel this policy without giving you notice and without refunding your premium if you:

- Do not keep to the terms and conditions of this policy in any significant way.
- Make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
- Fail to cooperate with our or your insurer's representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your insurer's staff or suppliers.

## Caring for our customers

It is always our intention to provide you with a high level of customer service. However, if you are dissatisfied with the service provided by Hastings, the best way to contact us is via e-mail at the address below, you may also contact us by phone or letter:

- [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)
- Tel: 0333 321 9677
- Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea, East Sussex, TN39 3LW.

After this action if you are still not satisfied with the way a complaint has been dealt with you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is:

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

Tel: 0800 023 4567 or 0300 123 9123 (from mobile or non BT lines)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If your insurance is at Lloyd's, then in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's.

Their address is: Policyholder & Market Assistance, Market Services, Lloyd's, One Lime Street, London EC3M 7HA Tel No: 020 7327 5693 Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Making a complaint will not affect your right to take legal action.

## Financial Services Compensation Scheme (FSCS)

While we're not covered by the FSCS because we're a broker, all the Insurers whose products we offer are covered by the FSCS. This means that if the Insurer cannot meet its liabilities, for example because it goes out of business, you may be entitled to compensation from the Financial Services Compensation Scheme. For motor insurance, cover is for 100% of the claim without any upper limit. You can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0207 741 4100.

## Information about your policy documents

Your insurance contract is made up of:

- This policy booklet;
- Your schedule which has details of you, your insurer, your motorcycle and the cover provided;
- Your current certificate of motor insurance which gives details of who may ride your motorcycle and what your motorcycle can be used for; and
- Your statement of insurance which shows all the information you have provided us and on which the cover has been based.

Your schedule will show you which sections and endorsements in this policy apply to you. You should keep a record (including copies of letters) of all the information you supply us with, in relation to this insurance.

## Contract of insurance

This policy is a contract solely between you and the insurer (as shown on your current certificate of motor insurance). It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party. The information provided by you, to us as stated on your statement of insurance forms part of this contract.

If you have paid or agreed to pay the appropriate premium, and arrangement and administration fee the insurer will provide insurance, under the terms set out in this policy, for injury, loss or damage occurring during the period of cover.

Under European law, you and we may choose which law will apply to the contract. Unless you and we have agreed otherwise, English law will apply.

We will communicate in English throughout the course of this contract.

# Guide to cover

Your schedule shows the cover you have selected.

Policy features & benefits		Policy cover		
		Comprehensive	Third party fire & theft	Third party only
<b>Section 1</b>	Damage to your motorcycle	Covered	Not covered	Not covered
<b>Section 2</b>	Damage or loss by fire or theft	Covered	Covered	Not covered
<b>Section 3</b>	Legal liability to third parties	Covered	Covered	Covered
<b>Section 4</b>	Using your motorcycle abroad (foreign use)	Covered	Covered	Covered

# Meaning of words

The following defined words will carry the same meaning wherever they are shown in **bold** from this point forward. The terms we, us, our, you, and your also have a defined meaning listed here, but are not highlighted in bold throughout the policy.

<b>Certificate of Motor Insurance</b>	The proof of the motor insurance you need by law. The <b>certificate of motor insurance</b> shows what motorcycle is covered, who is allowed to ride the motorcycle and what the motorcycle can be used for.
<b>Endorsement</b>	A clause which changes the terms of the policy. Any <b>endorsements</b> which apply will be shown on your schedule.
<b>Excess</b>	The part of the claim that you must pay.
<b>Insurer</b>	The insurance company or Lloyd's syndicate insurer whose name is shown on your <b>certificate of motor insurance</b> and schedule.
<b>Market Value</b>	The cost of replacing <b>your motorcycle</b> in the United Kingdom at the time the loss or damage occurred with one of a similar make, model, age and condition. Publications may be used which refer to vehicle values such as Glass's Guide to assess the <b>market value</b> , with an allowance being made for the mileage, condition and circumstances of purchase by you.
<b>Nominated Repairer</b>	A repairer from your <b>insurer's</b> approved network, whom your <b>insurer</b> will authorise to repair <b>your motorcycle</b> following a claim under Section 1 or Section 2 of this policy.
<b>Period of Cover</b>	The period you are insured for, as shown on your <b>certificate of motor insurance</b> .
<b>We/Us/Our</b>	Hastings Insurance Services Limited trading as Hastings Direct on behalf of the <b>insurer</b> identified on your <b>certificate of motor insurance</b> .
<b>You</b>	The policyholder named on your schedule.
<b>Your Motorcycle</b>	The motorcycle described on your schedule.

# Section 1

## Damage to your motorcycle (except that caused by fire or theft)

### What is covered

- Loss of or damage to **your motorcycle**

### What is not covered

- The **excess** shown for this section on your schedule.
- Loss or damage more specifically covered under section 2.
- Loss of use of **your motorcycle** (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- **Your motorcycle** losing **market value** after or because of repairs.
- Any other loss of value.
- Loss of or damage to **your motorcycle** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- **Your motorcycle** being repossessed by its rightful owner or having to pay compensation to the owner.
- Loss or damage if **your motorcycle** is being ridden by anyone who is not keeping to the terms of their driving licence.
- Any amount greater than the manufacturer's last list price for replacing any part or accessory lost or damaged.
- Repairs or replacements which improve the condition of **your motorcycle**.
- Loss of or damage to **your motorcycle** as a result of a deliberate act by anybody insured by the policy.
- **Your motorcycle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to **your motorcycle** caused by a member of your immediate family, or a person living in your home taking **your motorcycle** without your permission, unless you report the person to the Police for taking **your motorcycle** without your permission and assist the Police in a prosecution.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Damage to **your motorcycle** if you or any person entitled to ride as specified by your current **certificate of motor insurance** is convicted of an offence involving drink or drugs, or was riding when under the influence of drink or drugs, when the accident happened.

- Loss, damage or accidental injury, arising whilst **your motorcycle** is being used in any rallies.
- Loss or damage to **your motorcycle** caused by an inappropriate type or grade of fuel being used.
- This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your **insurer** has agreed to arrange cover for them. If you make a claim for loss or damage to **your motorcycle**, your **insurer** will only pay the cost of replacing parts needed for **your motorcycle** to meet the manufacturer's standard specification. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.
- Loss of or damage to **your motorcycle** as a result of malicious damage/vandalism, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- Any increased damage as a result of **your motorcycle** being ridden after an accident.
- Loss of or damage to helmets and protective clothing.
- Any amount greater than the manufacturer's last list price for replacing any part or accessory lost or damaged.

### How your claims are settled

For loss of or damage to **your motorcycle** your **insurer** will either:

- pay for any necessary repairs;
- pay the **market value** of **your motorcycle** immediately before the loss (this is not necessarily the value you declared when the insurance was taken out).

Recycled parts or non original parts and equipment may be used in repairs or taken into account in the claims settlement.

If you are still paying for **your motorcycle** under a hire purchase or leasing agreement your **insurer**, may at their option, and where appropriate, pay a claim for the total loss of **your motorcycle** to the hire purchase or leasing company.

If **your motorcycle** is a total loss, your **insurer** may put it in free and safe storage until your claim is settled. Your **insurer** will also be entitled to take possession of **your motorcycle** once they have settled your claim.

If you are paying by instalments and your **insurer** settles a total loss claim under this section all outstanding premium may be deducted from the claims settlement.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

Your **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability, for the costs covered under this policy, on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

Your **insurer** will also pay the reasonable cost of protection and taking **your motorcycle** to the nearest suitable **insurer nominated repairer** or a place of storage after such damage and where appropriate returning it after repair to your address as shown in the schedule.

### **Costs you may be liable for**

- If your claim is accepted by your **insurer**, and any changes to your policy since it started are identified, you may be liable for any additional premium and associated fees.
- If your claim is settled on a total loss basis and you do not replace **your motorcycle** under this policy, you will be liable for your full annual premium, for which we/your **insurer** reserve the right to deduct from your claims settlement.
- If your claim is not accepted by your **insurer**, you may be liable to repay costs already incurred by your **insurer**. These may include, but are not limited to engineers fees, vehicle recovery charges, and vehicle storage charges.

## Section 2

### Damage or loss by fire or theft

#### What is covered

- Loss of or damage to **your motorcycle** by:
  - theft;
  - attempted theft; or
  - fire and lightning.

#### What is not covered

- The excess shown for this section on your schedule.
- Loss of use of **your motorcycle** (including the cost of hiring another vehicle).
- Wear and tear.
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- **Your motorcycle** losing **market value** after or because of repairs.
- Any other loss of value.
- Loss of or damage to **your motorcycle** where possession of it is gained by deception by someone who claims to be a buyer or agent.
- **Your motorcycle** being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any accessory or part lost or damaged.
- Loss of or damage to **your motorcycle** while
  - (a) the ignition keys have been left in or on **your motorcycle** or;
  - (b) **your motorcycle** has been left unattended with the engine running.
- Repairs or replacements which improve the condition of **your motorcycle**.
- Loss of or damage to **your motorcycle** as a result of a deliberate act by anybody insured by the policy.
- **Your motorcycle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to **your motorcycle** caused by a member of your immediate family, or a person living in your home taking **your motorcycle** without your permission, unless you report the person to the Police for taking **your motorcycle** without your permission and assist the Police in a prosecution.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Loss, damage or accidental injury, arising whilst **your motorcycle** is being used in any rallies.

- This policy does not cover any non standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and your **insurer** has agreed to arrange cover for them. If you make a claim for loss or damage to **your motorcycle**, your **insurer** will only pay the cost of replacing parts needed for **your motorcycle** to meet the manufacturer's standard **specification**. Failure to notify us of a modification may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.
- Loss of or damage to **your motorcycle** as a result of an alleged theft or alleged arson, where the Police refuse to issue a crime reference number, however the issuing of a crime reference number will not guarantee settlement of a claim.
- Any accessories that are stolen if **your motorcycle** is not stolen at the same time.
- Any increased damage as a result of **your motorcycle** being ridden after an accident.
- Loss of or damage to helmets and protective clothing.
- Any amount greater than the manufacturer's last list price for replacing any part or accessory lost or damaged.

### How your claims are settled

For loss of or damage to **your motorcycle** your **insurer** will either:

- pay for any necessary repairs;
- pay the **market value** of **your motorcycle** immediately before the loss (this is not necessarily the value you declared when the insurance was taken out).

Recycled parts or non original parts and equipment may be used in repairs or taken into account in the claims settlement.

If you are still paying for **your motorcycle** under a hire purchase or leasing agreement your **insurer** may at their option, and where appropriate, pay a claim for the total loss of **your motorcycle** to the hire purchase or leasing company.

If **your motorcycle** is a total loss, your **insurer** may put it in free and safe storage until your claim is settled. Your **insurer** will also be entitled to take possession of **your motorcycle** once they have settled your claim.

If you are paying by instalments and your **insurer** settles a total loss claim under this section all outstanding premium may be deducted from the claims settlement.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

The **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

Your **insurer** will also pay the reasonable cost of protection and taking **your motorcycle** to the nearest suitable **insurer nominated repairer** or a place of storage after such damage and where appropriate returning it after repair to your address as shown in the schedule.

### **Costs you may be liable for**

- If your claim is accepted by your **insurer**, and any changes to your policy since it started are identified, you may be liable for any additional premium and associated fees.
- If your claim is settled on a total loss basis and you do not replace **your motorcycle** under this policy, you will be liable for your full annual premium, for which we/your **insurer** reserve the right to deduct from your claims settlement.
- If your claim is not accepted by your **insurer**, you may be liable to repay costs already incurred by your **insurer**. These may include, but are not limited to engineers fees, vehicle recovery charges, and vehicle storage charges.

## Section 3

### Liability to third parties

#### What is covered

- Your **insurer** will cover legal liability for the death of or injury to any person, and damage to property, caused by:
  - you using or being in charge of **your motorcycle**;
  - a trailer, while attached to **your motorcycle**;
  - any person riding **your motorcycle** with your permission (as long as your **certificate of motor insurance** shows that he or she is entitled to ride **your motorcycle**);
- Your **insurer** will also cover the following:
  - Any costs and expenses your employer or business partner is legally liable for as a result of you using **your motorcycle** for their business, providing your **certificate of motor insurance** shows you have the appropriate business use cover.
  - The cost of emergency treatment under the Road Traffic Act.
- And, if your **insurer** first agrees in writing:
  - Fees for any solicitor appointed by your **insurer** for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction.
  - Costs of legal services arranged by your **insurer** for defending a charge of manslaughter or causing death by dangerous, careless or inconsiderate riding.
  - Any other costs and expenses your **insurer** has agreed to in writing.

If anyone covered by this section dies as a result of an event covered by this section, their legal representative will have the benefit of the cover provided under this section.

#### Riding other motorcycles

Where cover is shown on the **certificate of motor insurance**, your **insurer** will indemnify you while personally riding, with the permission of the owner, any motorcycle not owned by you or hired to you under a hire purchase agreement or leased to you under a leasing agreement or provided to you as a courtesy motorcycle and not owned or hired or lent to you by your employer or partner.

Your **insurer** will not indemnify you where the insured vehicle specified in the current schedule, which forms part of the policy, has been disposed of or has become the subject of a total loss.

**Note: cover is not provided:**

- a) For loss or damage to the motorcycle you are riding.
- b) If you are covered by any other policy of insurance to ride the motorcycle.
- c) If the vehicle is being used outside the territorial limits of this policy.
- d) Unless a current and valid policy of insurance is in force for the vehicle being ridden under this section of this policy.
- e) For recovery of any vehicle which has been impounded by any Police or local authority.

Except with the **insurer's** written consent, no admission, offer, promise, payment or indemnity shall be made by you or any person (or on behalf of any person) claiming indemnity under the policy.

The **insurer** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate your **insurer** will be entitled to admit liability, for the costs covered under this policy, on behalf of you or any person claiming indemnity under the policy. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the policy.

**What is not covered**

- Any injury, loss or damage occurring while **your motorcycle** is involved in an incident as a result of a deliberate act by anybody insured by the policy, except to the extent that we are obliged by law to provide insurance under the Road Traffic Act.
- Death of or injury to, any of your employees during the course of their work except where your **insurer** needs to provide cover as required by law.
- Loss of or damage to, property owned by or in the care of the person claiming under this section.
- Loss of or damage to **your motorcycle** or any attached trailer.
- Loss, damage or accidental injury, arising whilst **your motorcycle** is being used in any rallies.
- Claims arising from the following:
  - **Your motorcycle** being ridden with your permission, by someone who you know does not hold a licence to ride the vehicle. (This exception does not apply if the rider has held a licence and is not disqualified from holding or getting one).
  - **Your motorcycle** being ridden by or in the charge of any person who is not named as entitled to ride on your **certificate of motor insurance**.
  - **Your motorcycle** being ridden by any person who is insured under another motor policy.
- Any amount exceeding:
  - £20 million for loss of or damage to other people's property including any related indirect loss or damage; and
  - £5 million for legal costs and expenses arising from loss of or damage to other people's property; arising out of any claim or series of claims caused by one event.

## Section 4

### Territorial limits and using your motorcycle abroad

The territorial limits of this policy are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, air or land within and between these places.

### Compulsory cover outside the territorial limits

This policy also provides the minimum cover required by the relevant law to enable you or any person named on the **certificate of motor insurance** to ride or use **your motorcycle** in any country which is a member of the European Union and to any other country which agrees to follow European Union directives on motor insurance and is approved by the commission of the European Union.

### Full policy cover outside the territorial limits

The **territorial limits** are automatically extended for 90 days for any one trip to include

- any country that is a member of the European Union; and
- Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

This cover only applies if your permanent home is in the United Kingdom; and your visit to such countries is temporary.

If you intend to use **your motorcycle** in excess of 90 days for any one trip in these territories, you must first contact our customer service department to obtain agreement and pay any additional premium requested. Only the minimum cover required by the relevant law will apply unless you informed us prior to travel.

Full cover applies while **your motorcycle** is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations detailed above.

- This policy does not cover events occurring in a country that is not included in this section unless this is agreed and you receive an International Motor Insurance Certificate.

### How your claims are settled

Your **insurer** will settle claims as set out in sections 1 and 2. If they have to pay for the motorcycle to be delivered to you after repairs, they will only pay for it to be delivered to you while you are in the country where the loss or damage occurred.

If you need to report an incident from outside of the UK, please call us on **00 44 1424 73 85 85**.

# Section 5

## No-claim discount

- If no claims are reported during the current period of insurance, when you renew the policy a discount will be included in your premium. You may not transfer this discount to another person.
- Any payment your **insurer** makes for emergency treatment under section 3 (Liability to third parties) will not affect your no-claim discount.
- If you have protected no-claim discount, there is no guarantee that your premium will not increase.

# General exceptions

## This policy does not cover the following:

1. Any injury, loss or damage occurring while **your motorcycle** is being:
  - ridden by or is in the charge of any person not shown on your **certificate of motor insurance**; or
  - used for any purpose not shown on your **certificate of motor insurance**; or
  - used on any race track or circuit other than accidents to which the Road Traffic Act applies.
  - involved in an incident as a result of a deliberate act by anybody insured by the policy, except to the extent that we are obliged by law to provide insurance under the Road Traffic Act
  - used on a prepared course or for any competition, rally, trial, track day, performance test, race or speed trial. This exclusion applies whether (or not) the event is on private land or the public road and regardless of whether it is authorised by the Police or an other relevant authority. Cover is also not provided for **your motorcycle** being used on any derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring at Nordschliefe).

However, **your motorcycle** is covered while with a member of the motor trade for the purpose of maintenance or repair not associated with the cover provided by this policy e.g. normal maintenance.

2. Any injury, loss or damage occurring while **your motorcycle** is being: ridden or in the charge of anyone who does not have a valid driving licence or Compulsory Basic Training (CBT) certificate where required by current legislation, is disqualified from driving, has not held a driving licence, is prevented by law from holding one and who does not meet the terms and conditions of their driving licence/CBT certificate as required by DVLA/DVANI rules and regulations and any relevant law.
3. Liability you have under any agreement, unless you would have had the liability if the agreement did not exist.
4. Loss, damage, injury or legal liability directly or indirectly caused by, resulting from or in connection with invasion, war, revolution or any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where such liability is required to be covered by the Road Traffic Act. The definition of terrorism shall follow the interpretation as set out in the Terrorism Act 2000 or subsequent amendments thereto or be any act deemed by the Government or a UK Court of Law to be an act of terrorism.
5. Any injury, loss or damage (except under section 3—liability to third parties) caused by or arising from:
  - earthquake; or
  - riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.

6. Loss, damage, injury or legal liability caused directly or indirectly by:
  - pressure waves caused by aircraft and other flying objects; or
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
7. Any accident, injury, loss, damage or liability arising while **your motorcycle** is in a place used for the take off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas and ground equipment parking areas.
8. Any decision or action of a court outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless the decision is made or action is taken in a foreign court because **your motorcycle** was used in that country and that country is in the European Union or is mentioned by name in Section 4.
9. Any liability for death, injury, illness, or loss of or damage to property, arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, identifiable, unintended and unexpected.

The whole event must happen at a specific time and place during the period of insurance. We will treat all pollution or contamination arising from one incident as having happened at the time of the incident.

This policy does not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances or as a result of leaks from **your motorcycle** caused by failure to properly maintain it.

This exception does not apply where your **insurer** needs to provide the minimum level of cover required by law.
10. Any loss or damage resulting from the impoundment or confiscation of **your motorcycle** by Customs and Excise, Police or any other Government Authority.
11. Any accident, injury, loss, damage or liability while **your motorcycle** is:
  - Towing a trailer which is unsafe or has an insecure load.
  - Being ridden with a load or a number of passengers which is unsafe or greater than the manufacturer's specifications.
12. Any accident, injury, loss, damage or liability while **your motorcycle** is outside the territorial limits unless allowed under section 4.
13. Loss or damage or liability which is the responsibility of the person riding or steering any vehicle being towed by **your motorcycle** or being towed by a vehicle being ridden by you.
14. Legal liability when a trailer or broken-down vehicle is being towed for profit.

# General conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them, your **insurer** may at their option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making Claims

- In the event of any claim under this policy, you or any insured rider or your legal representative must phone our claims helpline with information as soon as is reasonably possible. The telephone numbers are shown on your **certificate of motor insurance** and your schedule.
- You or any insured rider must immediately send to your **insurer** any writ, summons, letter, claim or other document, unanswered.
- You or any insured rider must immediately tell your **insurer** about any impending prosecution, inquest or fatal accident inquiry.
- You or any insured rider must not admit liability for or negotiate the settlement of any claim unless you have your **insurer's** written permission.
- You or any insured rider must give your **insurer** all the information and help requested including any documentary evidence to substantiate your claim. All information provided must be true and correct to the best of your knowledge.

### Your insurer can, for their own benefit:

- take over and conduct the defence or settlement of any claim; and
- take legal action over any claim.

These actions may be taken in your name or the name of any insured person. Failure to notify any required changes and to take reasonable care to ensure that any information supplied is provided honestly, fully and correctly may result in your policy being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

## 2. Care of your motorcycle

You or any insured rider must take all reasonable steps to:

- protect **your motorcycle** from loss or damage; and
- maintain **your motorcycle** in an efficient and roadworthy condition, we may examine **your motorcycle** at any time.
- ensure you have a valid Department for Transport Test Certificate (MOT) for **your motorcycle** if one is needed by law.

### 3. Right of recovery

If your **insurer** is required under law to pay a claim which they would not otherwise pay, they can recover the amount of the claim from you or the person responsible.

### 4. Other insurance

If any liability, loss or damage is covered by any other insurance, your **insurer** will only pay their share of the claim.

### 5. Keeping to this policy

Your **insurer** will only provide the cover described in this policy if:

- anyone claiming cover has kept to all its terms, conditions and **endorsements**; and
- the information you gave on your statement of insurance and declarations is correct and complete as far as you know.

### 6. Non-payment of premiums

If you are paying in instalments by Direct Debit, you must make sure your instalments are kept up to date. If an instalment is not received on or before the date it is due, we, on behalf of your **insurer**, will give you 7 days' notice of cancellation in writing. This notice will be sent to your last known address by first class post. The policy will end after the 7 days notice runs out. If a claim has arisen during the current period, the full annual premium will be required. If a total loss claim is settled under sections 1 or 2, all outstanding premium may be deducted from the claims settlement. If you cancel your policy, the instalments you have paid may not be sufficient to pay for the cover that has been provided and you will need to pay the balance that remains following cancellation.

## 7. Fraud

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

- mislead us in any way, including who is the main user of the motorcycle, in order to get insurance from us, to obtain more favourable terms or reduce your premium; or
- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- submit a document in support of a policy or claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by your wilful act or with your connivance.

Then:

- Your **insurer** shall not pay the claim.
- Your **insurer** shall not pay any other claim which has been or will be made under the policy.
- Your **insurer** may cancel or at their option declare the policy void.
- Your **insurer** shall be entitled to recover from you the amount of any claim already paid under the policy.
- Your **insurer** shall not make any return of premium.
- Your **insurer** may inform the Police of the circumstances.

## 8. Victim of Crime

The circumstances of any claim which arises as a result of you being a victim of crime must be reported to Police as soon as practicable. You must fully cooperate with all resulting Police enquiries and any resulting prosecution of offenders.

## 9. New Business Validation

Your **insurer** has given a discount on your policy dependent on the number of years no-claim discount you state you have. Proof of this no-claim discount must be provided, when you are asked to do so, in writing from your last **insurer** immediately prior to this policy or your policy may be subject to revised premium or terms, or may become invalid.

Your no-claim discount must have been earned in the United Kingdom within the previous two years on a motorcycle policy. It is also a condition of your policy that you supply us with any information, such as copies of driving licences, a V5 vehicle registration document or recent utility bill that your **insurer** may ask to see to support the information you have supplied on your policy application.

This list is neither inclusive nor exhaustive of the information that your **insurer** may request from you to support the details you supplied to obtain this policy.

# Cancellation

This section contains important notes about yours, ours and your **insurer's** rights of cancellation. You must read these notes carefully. To cancel this product you should contact Hastings Direct customer service on 0333 321 9801.

## Your right to change your mind

You have the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents, if later), without giving a reason. Unless you have made a claim under the policy, you will receive a refund of premium for the cover you have not used, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**. In these circumstances, the effective date of cancellation will be the date that you serve notice of your wish to cancel.

## Cancellation Rights

We and your **insurer** both have the right to cancel your policy at any time by giving you 7 days notice in writing. We or your **insurer** will send a cancellation letter to the latest address we have for you and will set out the reason for cancellation in the letter. Neither we nor your **insurer** will ever cancel your policy without a valid reason for doing so. Valid reasons may include but are not limited to the following:

- Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place.
- You refuse to allow us or your **insurer** reasonable access to **your motorcycle** in order to provide the services you have requested under this policy e.g. when you have a claim.
- Where you are required in accordance with the terms of this policy booklet to co-operate with us or your **insurer**, or send us or your **insurer** information or documentation and you fail to do so in a way that materially affects your **insurer's** ability to process your policy, a claim, or ability to defend their interests.
- If, by law or other reason, we are prevented from providing cover under this policy.
- Where there is a material failure by you to take care of **your motorcycle** as required by the paragraph headed 'Care of your motorcycle' in the General Conditions section of this policy booklet.

We may also cancel this policy without giving you notice and without refunding your premium if you:

- Do not keep to the terms and conditions of this policy in any significant way.
- Make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud.
- Fail to cooperate with our or your **insurer's** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your **insurer's** staff or suppliers.

In these circumstances if you make a valid claim before the policy is cancelled, your **insurer** will pay it before your policy is cancelled.

You may also cancel the policy at any time after the initial 14 day period detailed above by returning the **certificate of motor insurance** to us. The refund of premium, as detailed below, will be calculated with effect from the date that the **certificate of motor insurance** is received at the offices of Hastings Direct or the date we receive the appropriate electronic surrender of your **certificate of motor insurance**.

**Following cancellation, your refund of premium will be calculated as follows:**

- If you serve notice of cancellation prior to commencement of cover, you will be entitled to a full refund of the premium you have paid, less our our call centre arrangement fee of £12.50 (if applicable).
- If you or we cancel the policy within the 14 days cooling off period, unless you have made a claim under the policy, you will receive a refund of premium for the cover you have not used as shown in the cancellation schedule below, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.
- If you or we cancel the policy at any other time, we will refund the part of the premium you have not used subject to our cancellation fee of £35, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the **insurer**.

Cancellation Schedule				*Each month is equal to 30 days			
Period of cover	Up to 1 month*	Up to 2 months*	Up to 3 months*	Up to 4 months*	Up to 5 months*	Up to 6 months*	Over 6 months*
Refund	80%	70%	60%	50%	40%	30%	NIL

These percentages relate to the portion of premium to be refunded only and any fees we apply will be deducted from the refund due.

**Claims**

No refund of premium will be provided if you have made a claim, or if one has been made against you, during the period of insurance and if you are paying by instalments, you will have to pay the balance of the annual premium and our cancellation fee of £35 will still be payable.

**Instalments**

If you cancel your policy, the instalments you have paid may not be sufficient to pay for the cover that has been provided and you will need to pay the balance that remains following cancellation.

In addition to the above, if Hastings Direct or your **insurer** gives a discount on fees and/or premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

If this motor insurance is cancelled by you or us, the cover under any optional additional products purchased with this policy will also be cancelled. Please see your optional additional product booklet for details of refunds on these products.

**If you do not pay for your insurance, you must show these details to the person who paid on your behalf.**

# Endorsements

An endorsement only applies if its number is shown on your current schedule.

## 02 Protected no-claim discount (2 claims in 5 years)

Section 5 of your policy is replaced with the following:

You will keep your no-claim discount if you make no more than 2 fault claims in any 5 year period. If you make more than 2 fault claims, then at the next renewal date your no-claim discount will be reduced to:

- 2 years no-claim discount (if you have made 3 claims); or
- 0 years no-claim discount (if you have made more than 3 claims).

Depending on the circumstances of your claim, we may increase your premium.

## 03 Protected no-claim discount (2 claims in 3 years)

Section 5 of your policy is replaced with the following:

You will keep your no-claim discount if you make no more than 2 fault claims in any 3 year period. If you make more than 2 fault claims, then at the next renewal date your no-claim discount will be reduced to:

- 2 years no-claim discount (if you have made 3 claims); or
- 0 years no-claim discount (if you have made more than 3 claims).

Depending on the circumstances of your claim, we may increase your premium.

## 04 Owner's interest noted

The person named against this **endorsement** number on your schedule has an interest in your policy as owner of the motorcycle.

## 05 Replacing standard parts

If you make a claim (under sections 1 and 2 of this policy) for loss or damage to **your motorcycle**, your **insurer** will only pay the cost of replacing parts or equipment needed for **your motorcycle** to meet the manufacturer's standard specification for that motorcycle.

## 06 Increases in the amount of cover (Fire or theft)

The amount of cover provided under section 2 is increased to the amount shown against this **endorsement** on your current schedule.

## 07 Trailer cover (accidental damage, fire and theft)

Any trailer attached to **your motorcycle** will have cover under sections 1 and 2 as long as:

- you have given us full details of the trailer; and
- you own the trailer or it is hired to you under a hire purchase agreement.

Loss or damage to any property being carried in the trailer is not covered by this policy.

#### 10 Employer's premises indemnity

Cover under section 3 of this policy is extended to cover accidents that happen while **your motorcycle** is entering, leaving or standing in the premises of the employer shown next to this **endorsement** number on your schedule.

#### 14 Garaging warranty

Your **insurer** has accepted your insurance on condition that **your motorcycle** is kept overnight in a locked and secured garage. Failure to comply with this condition may mean your **insurer** will refuse to deal with any claim arising from **your motorcycle** being maliciously damaged, lost or stolen.

#### 15 Garaging Warranty - (Increased Excess)

Your **insurer** has accepted your insurance on condition that **your motorcycle** is kept overnight in a locked and secured garage if **your motorcycle** is in the vicinity of your home address. Failure to comply with this condition will mean that the **excess** for each claim made under section 2 of your policy for theft or attempted theft will be increased to £500.

#### 16 Protected No-claim Discount (One claim in 1 year)

Section 5 of your policy is replaced with the following: If only one claim arises during any period of insurance for which the premium has been reduced by a maximum no-claim discount, there will be no reduction in the no-claim discount allowed at the next renewal. The benefit granted by this **endorsement** does not apply if more than one claim arises during any one period of insurance.

#### 17 Garaging Warranty - (Excluding claims under Section 2)

Your **insurer** will not pay for any claim under section 2 for loss or damage by theft or attempted theft when the insured motorcycle is parked at the insured's permanent place of residence and/or the declared garaging address, unless **your motorcycle** is kept in a properly constructed and locked garage.

#### 18 Garaged Motorcycle Clause - (Increased Excess)

You have agreed that you will keep **your motorcycle** in a locked garage or building either at your home address or at the address declared to us when **your motorcycle** is not being used. If a theft or attempted theft of your motorcycle occurs within a 500 metre radius of your home address or the garaging address when the motorcycle is not in a locked garage or building, your **insurer** will double the compulsory excess.

### 19 Pillion Passenger

You have agreed that you will not carry pillion passengers on the insured vehicle. If an accident occurs while you are carrying a pillion passenger, your **insurer** will not pay any claim for accidental damage under section 1 (Loss of or Damage to your motorcycle) of your policy.

### 25 Protected no-claim discount. (2 claims in 3 years)

Section 5 of your policy is replaced with the following:

You will keep your no-claim discount if you make no more than 2 fault claims in any 3 year period. If you make more than 2 fault claims, then at the next renewal date your no-claim discount will be reduced to zero. Depending on the circumstances of your claim, we may increase your premium.

### 38 Uninsured driver promise

In the event that you are involved in an accident that is not deemed to be your fault and the driver of the vehicle that hits you is not insured, we will not prejudice your no-claim discount in any way and you will not have to pay any **excess**. This is subject to the following conditions being met:

- you providing us with the vehicle make, model and registration of the third party car that caused the damage to **your motorcycle** and
- where possible, the other drivers name and address.

# Travelling abroad

## Important guidelines when travelling abroad

Please see section 5 for details of where this policy covers you and full details of foreign use. You do not need a green card to travel in the EU and the countries specified in section 5 but you must first contact our customer service department to obtain agreement if you intend to use **your motorcycle** in excess of 90 days for any one trip or you intend to visit countries not specified. Unless this requirement is met only the minimum cover required by the relevant law will apply.

Take the following insurance documents when you travel abroad:

- Your **certificate of motor insurance** and this policy booklet.

## If you have an accident abroad, follow the procedure below

1. Immediately report the accident to the Police if anybody involved in the incident is injured or if there is a disagreement with the other driver. Get details of the Police team that attended the scene or who the accident was reported to.
2. Give your name and address, and our name and address to the other party and produce your **certificate of motor insurance**.
3. Get the name and address of the other driver, details of their motor **insurer** (including policy number) and information about the registration and ownership of the other vehicles involved. In some countries (such as Greece, Portugal, Italy and France) the identity of the **insurer** of the vehicle is displayed on the windscreen disc.
4. Call the claims helpline number shown on your **certificate of motor insurance** as soon as possible, particularly if anybody is injured.
5. Never make any statement or sign any document without the advice of a lawyer or competent official.
6. If you have a camera, take photographs showing the layout of the scene and positions of the vehicles from various angles.
7. Ensure you obtain the following details:
  - The make, registration number and colour of the other vehicle and whether it is right or left-hand drive.
  - The full names, addresses and occupations of independent witnesses.
  - The date, time and exact place of the accident.
  - The speeds of your own and the other vehicle.
  - Signals given by you and the other driver.
  - Weather and road conditions.
  - Names and addresses of people injured and details of those injuries.
  - Details of damage to your own and other vehicles.

## How to make a complaint

We want to provide you with a high level of customer service, if you're not happy about something please tell us.

Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)

Call: **0333 321 9677**

Address: **Customer relations team, Hastings Direct,  
Conquest House, Collington Avenue, Bexhill-On-Sea TN39 3LW**

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

### Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are:

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

Call: **0800 023 4567 or 0300 123 9123** (from mobiles or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

## Important numbers

To report an incident or make a claim call us on: **0333 321 9800**

Or from outside the UK call: **00 44 1424 738 585**

(24 hours a day, 365 days a year)

If you need to send us more information about your claim  
(such as photos of the damage) you can email or write to us:

**Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

Address: Claims department, Hastings Direct, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW

## Other useful contact details

To view your policy documents go to MyAccount:

Log in or register here: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Chat to our customer services team:

Webchat: **[www.hastingsdirect.com/contact-us](http://www.hastingsdirect.com/contact-us)**

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm

Saturday 9am – 5.30pm, Sunday 10am – 5pm

## Did you know we also provide

Car, multi car, home and van insurance: **0333 321 9759**