



# Your motorcycle policy



**Hastings** DIRECT

Refreshingly straightforward insurance

## Important numbers

To report an incident or make a claim call us on: **0800 035 4260**

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: [bikeclaims@hastingsdirect.com](mailto:bikeclaims@hastingsdirect.com)**

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

### Got questions?

You can find answers to frequently asked questions on our website:

**[www.hastingsdirect.com/help](http://www.hastingsdirect.com/help)**

You can check or change your details and renew your policy online through MyAccount: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Have your policy number handy.

Customer service department: **0800 035 4801**

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

Opening hours: **Monday – Friday 8am – 9pm**

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

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### What is a Defaqto Star Rating?

Defaqto are an independent financial research company who specialise in collecting, researching and sharing financial product information. Find out more at:

**[www.defaqto.com/star-ratings](http://www.defaqto.com/star-ratings)**



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# Welcome

Thank you for insuring your Motorcycle/s through us. This document explains your insurance Policy; please read it carefully so you understand exactly what you're covered for.

We're one of the UK's leading insurance providers. We arrange and administer your insurance cover, allowing you to choose the best available option to meet your needs.

We're always your first point of contact if you have any questions, want to make changes to your Policy or need to make a claim.

We know making a claim can be stressful so we'll handle things as efficiently as possible, giving you one less thing to worry about. Our claims helpline is open 24 hours a day.

## Legal statements

This Policy is a contract between the Policyholder and the insurer. Your Insurer's name is shown on your current Certificate of Motor Insurance. The Policyholder is responsible for entering into this contract and is the only insured individual able to cancel it (as set out in more detail in 'Cancellations'). Under the Contracts (Rights of Third Parties) Act 1999 no other Third Party has any additional rights under this Policy. The information you gave to us forms part of this contract and is shown on your Statement of Insurance.

You enter into a contract with the Insurer when you agree to take out a Policy on the terms and conditions offered and pay the premium.

If you've paid, or have agreed to pay, the appropriate price and our arrangement and administration fee, the Insurer will provide insurance under the terms set out in this Policy during the Period of Cover.





This contract will be governed by and interpreted in accordance with English law. We'll communicate in English throughout the course of this contract.

# How to make a claim

We hope you never have an accident or loss, but if you do, we'll make the process as smooth and hassle-free as possible.

## What to do if you have an accident

### Remember STOP

	<b>S</b> <b>Stop</b> at the scene of the accident. Never admit blame or offer to pay for damage. Tell us if anyone else admits blame or offers to pay for your repairs.
	<b>T</b> <b>Telephone</b> us on <b>0800 035 4260</b> even if you don't want to make a claim. From outside the UK call us on: <b>00 44 1424 738 585</b> .
	<b>O</b> <b>Obtain</b> the name, address, phone number and vehicle registration of the other drivers. Give your details in return. Try to get contact details of any witnesses.
	<b>P</b> <b>Police</b> call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.



Save the number in your mobile phone, or keep it somewhere safe so you can find it easily.

## Theft, loss or criminal damage

If your Motorcycle is stolen or damaged as a result of crime, report it to the police and get a crime reference number.

Please call us within seven days of the incident. It's better to speak to us as soon as you can, while the details of the incident are fresh in your mind. Getting all the facts quickly can also reduce the time and cost involved in dealing with your claim. That's better for you and helps Insurers to keep their prices as low as possible.

## What happens when I call to make a claim?

We'll ask you some questions about what happened and take you through the next steps.

If your Motorcycle is repairable, a Nominated Repairer will be contacted as soon as possible.

## What are the features of using the Nominated Repairer service?

<b>Repairs</b>	The repairs will be guaranteed for five years.
<b>Authorisation</b>	You don't need to get any estimates so the repairs can begin as soon as your Insurer has authorised them.
<b>Delivery</b>	The repairer can arrange to collect and return your Motorcycle.
<b>Payment</b>	Your Insurer will pay the bill. All you need to do is pay your agreed Excess to the repairer before the Motorcycle is delivered back to you.

**Your Insurer's Nominated Repairer may use parts or Accessories that aren't made or supplied by your Motorcycle's manufacturer, including recycled parts of a similar type and quality to those being replaced.**



### What's an Excess?

An Excess is the amount you have to pay towards the first part of any claim you make. You agree the amount of each Excess when you buy the Policy. Details are shown on your schedule of insurance.

## Can I choose my own repairer/garage?

Yes, you can take your Motorcycle to a repairer of your choice but if you do so you won't be entitled to the benefits available under the Nominated Repairer scheme. You'll also need to submit a repair estimate to your Insurer for authorisation before the work can commence, which may delay the progress of your claim and the repairs to your Motorcycle.

## When claiming under this Policy

You and anyone else covered by the Policy must not make any admission of fault, offer promises, payment or compensation unless your Insurer has agreed it in writing.

When defending or settling a claim, your Insurer is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it's 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 before or after legal proceedings start.



**Liability** means being legally responsible for something.

**Indemnity** means compensation for loss, damage, injuries or legal costs.

# Information about your contracts of insurance

You will enter into two separate contracts when you take out an insurance Policy through us.

1. The first contract is with the Insurer named on your Certificate of Motor Insurance and your policy schedule, for providing your insurance. They'll charge you a separate Premium for this, including insurance premium tax. Their terms and conditions are set out at the front of this document.
2. The second is with us for arranging and administering your insurance Policy. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in the second part of this document.

We provide refreshingly straightforward insurance and great customer service so you can feel confident with the cover you've bought.

Four key documents make up your Policy;

1. This Policy document, which explains how we manage your insurance and tells you what you're covered for.
2. Your Statement of Insurance shows all the information you gave us, on which your cover has been based.
3. Your schedule contains details about you, your Insurer, the Motorcycle/s on the Policy and the cover provided. It also shows you which sections, Excesses and Endorsements apply to you.
4. Your Certificate of Motor Insurance gives details of who can ride your Motorcycle, what it can be used for and the Period of Cover.

It is important you read all of these documents plus your cover summary carefully. Also take a minute now to check your Statement of Insurance to make sure you have the right level of cover for your needs and all the details are correct.



## **What do you mean by 'my Insurer'?**

We act on behalf of the Insurer named on your Certificate of Motor Insurance.  
We arrange and administer your Policy and we're your first point of contact.



## Your legal obligations

**Remember, it's an offence under the Road Traffic Act to make a false statement or to withhold information in order to get motor insurance.**

Under the Consumer Insurance (Disclosure and Representation) Act 2012, when you apply for insurance, **you have a duty to take reasonable care to answer all questions as fully and as accurately as possible.**

**If you don't take reasonable care to answer all questions fully and accurately or if you deliberately make a false statement, there could be serious consequences. For example, depending on the circumstances, your Insurer might be entitled to treat your insurance cover and that of every other person named on your Policy as invalid. This could also mean that some or all of a claim may not be paid and you may have to make a payment to a Third Party (for example another driver or person involved in an incident) that's not covered by this insurance.**

**If the details on your documents are wrong, or if you wish to make any changes, please call our customer service department today.** The telephone number is shown on the back cover of this document.

# Guide to your cover

## Am I covered to ride other motorcycles?

Your Certificate of Motor Insurance will show whether you have this benefit. If riding other motorcycles is shown on your Certificate of Motor Insurance, your Insurer will cover you for damage caused to Third Parties while you're riding a motorcycle not owned or hired to you.

**This cover for riding other motorcycles doesn't include damage to the motorcycle you're riding or the cost of releasing a vehicle that has been impounded by the police or any other public or government authority. There must be a valid insurance policy in force for the other motorcycle you're riding. See section 3 for full details.**

Check the column that matches the level of cover you've bought (you'll find the details on your Statement of Insurance and policy schedule).

This table is a summary; it doesn't describe all the terms and conditions that apply, so please refer to the appropriate section for full details.

Policy features and benefits		Policy cover		
Sections		Comprehensive	Third party fire & theft	Third party only
1	Damage to your Motorcycle (except that caused by fire and theft) up to its Market Value.	✓	✗	✗
2	Damage or loss by fire or theft up to its Market Value.	✓	✓	✗
3	Legal liability for damage to other people's (Third Party) property up to £20m (or £25m in total, including all costs).	✓	✓	✓
4	When riding abroad, the same level of cover as you have in the UK applies for up to 90 consecutive days in the EU and the countries listed in section 4.	✓	✓	✓
5	No claims discount; if no claim is made against your Policy, your renewal premium will be adjusted according to the no claims discount scale applicable at the renewal date. However, if a claim is made against your Policy, the Insurer may reduce your no claims discount.	✓	✓	✓
6	Uninsured driver promise; you won't lose your no claims discount or pay any Excess/es if the accident was not your fault. See section 6 for full details.	✓	✗	✗

# Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your Policy. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

<b>Accessory/ies</b>	Parts or products (including spare parts) specifically designed to be fitted to your Motorcycle.
<b>Certificate of Motor Insurance</b>	Proof that you have motor insurance, as required by law. Your Certificate of Motor Insurance shows which Motorcycle/s is/are covered, who's allowed to ride, what the Motorcycle can be used for and the start and end dates of the insurance Policy
<b>Endorsement</b>	A clause that changes the terms of the Policy. Your schedule will show any Endorsements that apply.
<b>Excess</b>	<p>The part of the claim that you must pay, even if the damage or loss isn't your fault.</p> <ul style="list-style-type: none"><li>• A compulsory Excess is the amount you'll have to pay towards each claim. It's set by your Insurer.</li><li>• A voluntary Excess is an amount you've agreed to pay if you make a claim, on top of the compulsory Excess. Increasing the amount of voluntary Excess may reduce the cost of your insurance. "Voluntary" doesn't mean you can choose whether to pay or not.</li><li>• Your total Excess is the full amount you'd pay out if you made a claim under this Policy. It's the total amount of all Excesses which apply to your claim. See your schedule for details of the Excesses and amounts that apply to your Policy.</li></ul>
<b>Insurer</b>	The insurance company named on your Certificate of Motor Insurance and schedule.
<b>Market Value</b>	The cost of replacing your Motorcycle in the United Kingdom at the time the loss or damage occurred with one of the same make, model, age and condition. This may not necessarily be the value you declared when the insurance was taken out. Your Insurer may use publications such as Glass's Guide to assess the Market Value and will make any necessary allowances for the mileage and condition of your Motorcycle and the circumstances in which you bought it.

<b>Motorcycle/s</b>	The Motorcycle/s specified on your current Certificate of Motor Insurance and policy schedule
<b>Nominated Repairer</b>	A repairer or garage from an approved network, who will repair your Motorcycle following a claim.
<b>Period of Cover</b>	The period you're insured for, as shown on your Certificate of Motor Insurance.
<b>Policy</b>	A document giving details of the contract between a person and an Insurer.
<b>Premium</b>	The amount of money charged for insurance cover excluding insurance premium tax (IPT), fees and any optional extras you choose.
<b>Road Traffic Act/s</b>	Any acts (including the Road Traffic Act 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Statement of Insurance</b>	The document recording the information you've provided at the start and renewal of your Policy and it's important that it's correct
<b>Third Party</b>	Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract. This contract is between you and the Insurer.
<b>Total Loss</b>	If your Motorcycle can't be repaired or the cost of repair is uneconomical, your Motorcycle will be declared a Total Loss. This is commonly called a "write-off".
<b>The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:</b>	
<b>We/Us/Our</b>	Hastings Insurance Services Limited trading as Hastings Direct on behalf of the Insurer identified on your Certificate of Motor Insurance.
<b>You/Your</b>	The person named as the policyholder on the schedule of insurance.

# Section 1

## Damage to your Motorcycle/s (except that caused by fire or theft)

### You're covered for accident, vandalism and malicious damage

If your Motorcycle is damaged or lost because of an accident, vandalism or malicious damage there are two ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Pay the Market Value of your Motorcycle immediately before the loss.

Accessories are also covered while they're on your Motorcycle.

# Section 2

## Damage or loss caused by fire or theft

### You're covered for fire, theft, attempted theft or lightning damage to your Motorcycle/s

If your Motorcycle is damaged or lost because of theft, attempted theft, fire or lightning there are two ways your Policy can help you get back on the road again. Your Insurer will do one of the following:

- Pay for any necessary repairs
- Pay the Market Value of your Motorcycle immediately before the loss.

Accessories are also covered while they're on your Motorcycle.

## What isn't covered under sections 1 and 2

### You're not covered for:

- The Excesses shown on your schedule – you'll have to pay these if you make a claim
- Loss or damage to the Motorcycle while the ignition keys or other devices that unlock or start your Motorcycle have been left in or on your Motorcycle
- Loss or damage to the Motorcycle while your Motorcycle has been left unattended with the engine running
- Loss of use of your Motorcycle (if you're out of pocket because you can't use your Motorcycle, including the cost of hiring another vehicle)
- Wear and tear, deterioration, depreciation, or any loss or damage that happens gradually
- Failures, breakdowns or breakage of mechanical, electrical, electronic or computer equipment

- Damage to tyres caused by braking, punctures, cuts or bursts
- Loss of value following repair
- Loss or damage if someone claiming to be a buyer or agent takes possession of your Motorcycle deceitfully
- 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 part or Accessory lost or damaged
- Repairs or replacements unrelated to your claim that improve the condition of your Motorcycle
- Loss or damage as a result of your Motorcycle being ridden or used without your permission by a member of your family or household unless the incident is reported to the police and you send us the crime reference number
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories aren't available from current stock in the UK
- Loss or damage caused by an inappropriate type or grade of fuel being used
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number. Please note that having a crime reference number doesn't guarantee we'll settle a claim
- Any additional damage resulting from your Motorcycle being ridden after an accident
- Loss of or damage to helmets and protective clothing
- Loss of or damage to any Accessories that are stolen if your Motorcycle is not stolen at the same time
- Loss or damage resulting from the legal confiscation of your Motorcycle by HM Revenue and Customs, the police, a local authority or any other government authority.

**These exclusions are in addition to those listed in the general exceptions section.**

## **How your claims are settled for sections 1 and 2**

### **How the Insurers will deal with your claim for accident, vandalism, malicious damage, theft, attempted theft, fire or lightning**

If your Motorcycle is damaged, your Insurer will pay the reasonable cost of protecting your Motorcycle and taking it to the nearest suitable Nominated Repairer or a place of storage. Where appropriate they'll also pay the reasonable cost of returning it after repair to the address shown on your schedule.

### **Damage to your Motorcycle by a member of the motor trade**

You don't have to pay any Excess/es if loss or damage happens when your Motorcycle is with a member of the motor trade for general servicing or repairs not associated with a claim – e.g. normal maintenance.

## Repairs and replacement parts

Once we have your claim details, if the loss or damage is covered and agreed, your Insurer will arrange the repairs to your Motorcycle. Your Insurer may use parts or Accessories that aren't made or supplied by your Motorcycle's manufacturer, including recycled parts of similar type and quality to those being replaced.

### Costs you may have to pay:

- If your Insurer accepts your claim, and find your details or circumstances have changed since you took your Policy out, you may have to pay any additional costs and associated fees (see General conditions for more details).
- If your claim is settled on a Total Loss basis and you pay by instalments under a loan arrangement with us we may take all outstanding payments from the claims settlement or ask you to pay the outstanding amount (see Total Loss section for more details).
- If your Insurer doesn't accept your claim, you may have to pay any costs already incurred. These may include (but are not limited to) engineers' fees, vehicle recovery and storage charges.

## Total Loss – if your Motorcycle can't be repaired

If your Motorcycle can't be repaired or your Insurer deems the cost of repair to be uneconomical, your Motorcycle will be declared a Total Loss (sometimes called a "write-off").

If your Motorcycle is a Total Loss, your Insurer may put it in storage until your claim is settled. Your Insurer is also entitled to take possession of your Motorcycle once they've settled your Total Loss claim.

If you're paying for your Policy by instalments under a loan arrangement with us and your Insurer settles a Total Loss claim under these sections, your consumer credit agreement with us may entitle us to do one of the following:

- Take the outstanding amount due for your consumer credit agreement out of the claims settlement
- Require you to pay the outstanding amount due for the Motorcycle in question.



### What do you mean by 'my loan arrangement'?

The full cost of your annual insurance premium is paid by us to your Insurer when your Policy starts. So if you wish to spread the cost by using instalments (such as direct debits), we provide a loan which you then repay on a monthly basis over the year.

If your Motorcycle is declared a Total Loss, and you've already paid the premium in full, no refund will be made for the Motorcycle, even if the cover for the Motorcycle is later cancelled. This may not apply if your Insurer is able to recover all losses from a Third Party. In this case Insurers may sometimes refund the Premium paid and, if they do, we'll pass that refund on to you.

If your claim is settled on a Total Loss basis and you don't replace your Motorcycle within 30 days of being issued the settlement payment we'll cancel your Policy. If you have more than one Motorcycle insured on this Policy, we'll remove the Total Loss Motorcycle from the Policy.



### **What does 'settled your Total Loss claim' mean?**

Insurers have made a payment following a valid claim for Total Loss.

### **Ownership**

If your claim is settled on a Total Loss basis and your Motorcycle belongs to someone else, or you've bought your Motorcycle by hire purchase, your Insurer will pay any money owed to that person/company first and then pay any remaining money to you. If your Motorcycle is on lease or contract hire, your Insurer will pay the lease or contract hire company either the Market Value of the Motorcycle, or the amount required to settle the contract, whichever is less.



# Section 3

## Legal responsibility to others (Third Parties)

### What's covered

After any incident involving your Motorcycle or any other vehicle your Policy covers you to ride (see your Certificate of Motor Insurance), your Insurer will pay all sums you're legally responsible for:

- Following death or injury to other people
- Up to £20,000,000 for damage to someone else's property plus up to £5,000,000 for costs and expenses.

This cover also applies to accidents involving a trailer you may be towing (as long as you hold the correct entitlement on your driving licence to do so).

### Riding other Motorcycles

Your Insurer will provide this cover, under section 3, if you're riding another Motorcycle as long as:

- Your Certificate of Motor Insurance shows that cover is included
- The owner has given you permission to ride the motorcycle
- There's a valid insurance policy in force for the motorcycle you're using
- You're not covered by any other insurance policy to ride it
- You hold a valid driving licence, aren't disqualified or breaking the conditions of your driving licence and any relevant law
- You don't own the motorcycle, it's not a rental or courtesy vehicle, and you're not hiring it under a hire purchase contract or leasing contract
- The motorcycle hasn't been seized or confiscated by or on behalf of any government or public authority
- You still have your Motorcycle and it hasn't been stolen, damaged beyond repair, or declared a total loss (write-off)
- The motorcycle is registered in Great Britain or Northern Ireland
- The motorcycle hasn't been lent to you by your employer or business partner
- You're not test riding the motorcycle
- You're riding in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**This section provides third party cover only, so any loss or damage to the motorcycle you're riding isn't included.**

## Other people who are covered

Your Policy also covers the following people if they cause any loss or injury to a Third Party:

- Anyone named as a rider on your Certificate of Motor Insurance, as long as they have your permission to ride. They must hold a valid licence or Compulsory Basic Training (CBT) certificate where required by current legislation to ride the Motorcycle and not be disqualified from driving or breaking the conditions of their driving licence or any relevant law.
- The legal representative of any person who has died, who would have been, and was, entitled to the cover provided by this section.

## Legal costs

Your Insurers will pay the following legal costs and expenses following a claim, provided they agree they are reasonable:

- Solicitors' fees for representing anyone insured at a coroner's inquest, fatal accident inquiry or court
- Reasonable legal services, which they'll arrange, to defend a charge of manslaughter or causing death by dangerous or reckless driving
- Any other legal costs and expenses if agreed in writing beforehand.

You should get your Insurer's consent in writing before incurring these sorts of fees and costs.

## Emergency medical treatment

Your Insurer will pay for emergency medical treatment required under the Road Traffic Act, following an accident in your Motorcycle. If this is the only payment your Insurer makes, it won't affect your no claims discount.

## What's not covered under section 3:

- Anyone who has any other insurance covering the same liability
- Death or injury to anyone while they're working with, or for you except as required by the Road Traffic Act
- Any damage to personal property owned by the person riding your Motorcycle at the time of the incident
- Any death, injury, illness, damage or loss arising from a deliberate act by you or any rider insured to ride your Motorcycle, except as required under the Road Traffic Act
- Loss of, or damage to your Motorcycle or any attached trailer (or their contents),
- Loss or damage to property of more than £20,000,000 for any one incident or series of incidents and costs and expenses over £5,000,000
- Anything excluded by the general exceptions listed later in this document.

# Section 4

## Using your Motorcycle at home and abroad

Your Policy covers your Motorcycle for use in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It includes travel by sea, air or land within and between these places.

## Compulsory minimum cover outside the UK

This Policy also provides the minimum level of 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 in the European Union (EU). This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union.

## Full Policy cover abroad

Your Motorcycle is automatically covered at the level listed on your schedule for trips of up to 90 consecutive days in:

- Any country that is a member of the EU
- Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

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

If your trip abroad will last longer than 90 days you must contact our customer service department before you set off to get agreement and to pay any additional costs requested. If you don't tell us your trip will be more than 90 days only the minimum cover required by the relevant law will apply after 90 days have passed.

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 only covers events occurring in countries listed in this section. For other destinations further cover must be agreed in writing and an International Motor Insurance Certificate requested from your Insurer.

### **How your claims are settled**

Your Insurer will settle claims in the same way described in sections 1 and 2. If they have to pay for your Motorcycle to be delivered to you after repairs, they'll only do so while you're in the country where the loss or damage occurred. Your Insurer won't pay for your Motorcycle to be delivered to your permanent address in the UK.

### **Documents to take on your trip**

- Take your Certificate of Motor Insurance and this Policy document.
- You don't need a Green Card to travel in the EU and the countries listed above.

## Section 5

### No claims discount (NCD)

If you don't make a claim under your Policy during the Period of Cover, when you renew the Policy you'll get a discount included in the price you pay. Your Insurer will have a maximum no claims discount.

You can't transfer your no claims discount to someone else or use it on more than one Policy at the same time.

If you do make a non-recoverable claim, your level of no claims discount will be reduced at your next renewal, as detailed on your cover summary.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

If you've chosen to protect your no claims discount, this will be shown on your schedule. Please note that this doesn't guarantee your premium will remain the same.

#### At renewal

If a claim is still outstanding at the renewal date, your Insurer will issue a renewal offer with the no claims discount reduced.

Once the claim has been settled in your favour and all outstanding money repaid, and as long as it's not a non-recoverable claim, your Insurer will restore your no claims discount and refund any extra premium you may have paid.

Even with your no claims discount restored, your premium may still increase following a claim.

## Section 6

### Uninsured driver promise

Your Insurer promises that if you're involved in an accident that isn't your fault and the driver of the vehicle that hits you doesn't have motor insurance:

- You won't lose your no claims discount
- You won't have to pay any Excess/es.

To benefit from this promise you must send us the make, model and registration number of the vehicle that caused damage to your Motorcycle and, when possible, tell us the other driver's name and address.

When you make a claim, you may initially have to pay your Excess/es. If investigations are still taking place when your renewal is due, you may lose your no claims discount temporarily, as explained above. Once your Insurer has confirmed the accident was the fault of an identified uninsured driver, your Insurer will refund your Excess, restore your no claims discount and refund any extra premium you have paid.

# General exceptions

## Your Policy doesn't cover the following:

### 1. Use of your Motorcycle

You're not covered for any injury, loss, damage or liability that takes place while your Motorcycle is being:

- Ridden by, or in the charge of, someone not shown on your Certificate of Motor Insurance
- Ridden by someone who doesn't have a valid driving licence or Compulsory Basic Training (CBT) certificate where required by current legislation to ride the Motorcycle including you
- Ridden by someone disqualified from holding or obtaining a driving licence or breaking the conditions of their driving licence by any relevant law including you
- Used for any purpose not allowed on your Certificate of Motor Insurance
- Used for hire or reward or for carrying passengers for profit
- Used to tow a trailer that is unsafe or has an insecure load
- Ridden with a load or a number of passengers that is unsafe or greater than the manufacturer's specifications.

These exclusions don't apply if your Motorcycle is:

- With a member of the motor trade for maintenance or repair
- Stolen or taken away without your permission

### 2. Contractual liability

This Policy doesn't cover any contractual liability unless the liability would have arisen anyway.

### 3. Theft claims

You're not covered for any claim for the theft of your Motorcycle unless:

- You've reported the theft to the nearest police authority within seven calendar days of discovery
- You've obtained a police crime reference number and details of the police station the crime was reported to. Having a crime reference number doesn't guarantee your Insurer will settle a claim
- Your Motorcycle was fully locked and secured and any keys or any other device/s that unlock it were removed.

#### **4. Alcohol and drugs**

You're not covered if an accident happens while you or anyone entitled to ride under your current Certificate of Motor Insurance:

- Is found to be over the prescribed limit for alcohol in the country where the incident happens
- Is riding while unfit through alcohol, drugs or other substances, whether prescribed or not
- Doesn't provide a sample of breath, blood or urine when required to do so, without lawful reason.

#### **5. Track days and off road events**

You're not covered for any loss, injury, damage or liability resulting from the use of your Motorcycle at any event during which your Motorcycle is ridden:

- On a motor racing track including de-restricted toll roads such as the Nurburgring
- On a prepared course
- At any off-road event
- At an airfield.

#### **6. Radioactivity**

You're not covered for any loss or damage to property or any other direct or indirect loss, expense or liability caused or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste
- The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

#### **7. War**

You're not covered for any loss, injury, damage or liability caused by war, invasion, revolution, acts by foreign enemies, hostilities (whether war has been declared or not), military or usurped power.

#### **8. Riot**

You're not covered for any loss, injury, damage or liability (except under section 3 'Legal responsibility to others') caused by riot or civil commotion if it happens outside England, Scotland, Wales, the Isle of Man or the Channel Islands.

#### **9. Terrorism**

You're not covered for any loss or damage caused by the use, or threatened use, of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government which is committed for political, religious, ideological or similar purposes. This includes the intention to influence government or to intimidate and/or put in fear the public, or any section of the public, and includes any incident deemed to be an act of terrorism by a UK court of law or the government.



## **10. Use on airfields**

You're not covered for any loss, injury, damage or liability while your Motorcycle is in, or on, any part of an airport or airfield used:

- For take-off or landing of aircraft or the movement of aircraft on the ground
- As aircraft parking areas, including service roads and parking areas for ground equipment.

## **11. Pollution**

You're not covered for liability for death, injury, illness, damage or loss caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event, which happens during the Period of Cover.

Cover won't be provided following any deliberate release of substances or as a result of leaks from your Motorcycle caused by inadequate maintenance.

## **12. Deliberate acts**

You're not covered for any death, injury, illness, damage or loss arising from a deliberate act by you or anyone insured to ride your Motorcycle.

## **13. Confiscation**

You're not covered for any loss or damage resulting from the legal confiscation of your Motorcycle by HM Revenue and Customs, the police, a local authority or any other government authority.

## **14. Pressure waves**

You're not covered for any loss or damage caused by pressure waves from aircraft or aerial devices travelling at sonic or supersonic speeds.

# General conditions

You must comply with the conditions below. If you don't, depending on the circumstances, your Insurer may be entitled to cancel the Policy, refuse to deal with your claim or reduce the amount of any claim payment.

## 1. Making claims

If you need to make a claim under this Policy you, or any insured rider, should phone our claims helpline within seven days of the incident.

You, or any insured, must:

- Not admit liability for, or negotiate the settlement of, any claim unless you have your Insurer's written permission
- Not answer any writ, summons, letter, claim or other document from a Third Party relevant to your claim on this Policy. Instead, send it to your Insurer immediately
- Tell your Insurer about any impending prosecution, inquest or fatal accident inquiry
- Give your Insurer all the information and help they ask, for including any documentary evidence to back up your claim. All information you provide must be true and correct to the best of your knowledge.

### Your Insurer has the right to:

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

These actions may be taken in your name or the name of any insured person.

If you don't tell us, or your Insurer, of any changes or make sure any information you supply is honest, full and correct, depending on the circumstances they may be entitled to cancel your Policy from its start date, apply additional Premium or add new terms to your Policy. If you make a claim your Insurer may be entitled to reject the claim or only provide partial payment for it.

## 2. Other insurance

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

### 3. Caring for your Motorcycle

You, or any person in charge of your Motorcycle, must protect it from damage or loss.

- Alarms, immobilisers and tracking devices must be on and working when your Motorcycle is left unattended.
- Your Motorcycle must be fully locked and secured and any keys, lock transmitters or any other device(s) that unlock your Motorcycle must be removed when it's left unattended or unoccupied.
- You should maintain your Motorcycle in an efficient and roadworthy condition and have a valid Department for Transport Test Certificate (MOT) if one is needed by law
- If the condition of the Motorcycle causes or contributes to an incident, cover won't be provided under the policy. Your Insurer's responsibility will be restricted to meeting obligations as required by Road Traffic Law. In those circumstances, they will recover from you, the rider, or any party responsible for the condition of the Motorcycle, all sums paid (including all legal costs), whether in settlement or under a judgement, of any claim arising from the accident.
- You must give your Insurer access to examine your Motorcycle and if asked send them evidence of a valid MOT and/or evidence your Motorcycle was regularly maintained and kept in a good condition.

### 4. Non-payment of premiums

If you're paying in instalments under a loan agreement, you must make sure instalments are paid on time. If an instalment isn't received by the date it's due, we, on behalf of your Insurer, will give you at least seven days' notice of cancellation in writing to your last known address by first class post or email. The Policy will end after the seven days' notice runs out.

## 5. Keeping your policy up to date

Your Insurer may **be entitled to refuse** the cover described in this Policy unless you answered all questions truthfully to the best of your knowledge, when you applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance.

Your schedule and Statement of Insurance show the answers you've provided. **You must let us know if any of the details are incorrect as soon as possible after receiving your documents.**

**At renewal, you must tell us if any of the information has changed**, including any claims (whether your fault or not), convictions, endorsements, disqualifications and fixed penalties for you or any named riders. You will need to tell us the DVLA or DVANI offence code if one applies.

You are responsible for keeping the details on this Policy up to date. This includes information about all Motorcycle/s insured on this Policy and named riders. **Tell us if there are changes to the status of a driving licence** of anyone named on your policy. This includes if they have passed their driving test or had their licence revoked.

Also let us know beforehand if you **move house, change your job, change your Motorcycle, change what you use your Motorcycle/s for** (i.e. business use) or if you want to **include other riders**.

We also need to know if you intend to alter or modify your Motorcycle from the manufacturer's standard specification. This includes, but is not limited to:

- Changes to the bodywork
- Changes to suspension or brakes
- Cosmetic changes
- Anything affecting performance such as changes to the engine management system or exhaust system

Some changes may result in an amendment fee being charged; see 'our fees' in the terms and conditions section for more details.

Some changes to your circumstances can affect how your Insurer will assess the Policy risk and may result in an extra premium being charged or in a reduction in premium.

## 6. Fraud

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

- Knowingly provide information to us that is not true
- Mislead us in any way, including about who is the main user of the Motorcycle, in order to get insurance from us, obtain more favourable terms or reduce your premium
- Make a claim under the Policy knowing it to be false or fraudulently exaggerated in any respect
- Submit a document in support of a policy or claim knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your wilful act or with your knowledge.

Then, depending on the circumstances:

- Your Insurer may be entitled to refuse to pay the claim to which the alleged fraud or falsehood relates. They may also be entitled to cancel the Policy without refunding your premium.
- All other policies you have entered into through us, to which you are connected (including car, van, and home insurance) may be cancelled and your Insurer will only give you a pro-rata refund.
- Your Insurer may inform the police of the circumstances of the claim.

## 7. Victim of crime

You must report the circumstances of any claim you make as a result of you being a victim of crime to police within seven days of discovering the incident and fully co-operate with all resulting police enquiries and prosecution of offenders.

## 8. Documents we may ask for

It's a condition of your Policy that you supply us with any information or documents that your Insurer may ask to see to support the details you gave when you applied for your Policy. For example; a V5C vehicle registration certificate, a recent utility bill or a current MOT certificate.

Your Insurer may give a discount on your Policy dependent on the number of years of no claims discount (NCD) you state you have. You must provide proof of this when asked to do so. This should be in writing from your last insurer immediately prior to this Policy. If you don't provide this proof, we may change your premium, costs or terms, or cancel your Policy.

Your no claims discount must have been earned in the United Kingdom within the previous two years on a motorcycle policy. It can't be applied to more than one policy at a time.

## 9. Vehicle modifications

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Motorcycle, your Insurer will only pay the cost of replacing parts needed to meet the manufacturer's standard specification, including optional extras fitted by the manufacturer at the time of first registration. If you don't tell us about a modification, we may cancel your Policy from its start date, apply additional premium or add new terms to your Policy. If you make a claim your Insurer may reject the claim or only provide partial payment for it.

## 10. Voluntary use

Social, domestic and pleasure use includes use of your Motorcycle for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 11. Where you live

You'll only be provided with the cover set out in this Policy if you, and any additional riders on your Policy, are permanently resident in Great Britain or Northern Ireland.

**In all the circumstances listed in general exceptions and general conditions, no cover will be provided to you under the Policy. Instead, your Insurer's liability will be restricted to meeting the obligations as required by Road Traffic Act or alternative laws that apply in the country in which the loss occurs. In such circumstances, Insurers may seek to recover from you, or the driver, any sums paid by the Insurer to discharge that person's liability, whether in settlement or under a court judgement.**

# Cancellations

This section contains important notes about your rights, plus ours and your Insurer's rights of cancellation. To cancel this Policy you should contact our customer services. The telephone number is on the back of this document.

## Claims

If your Policy is cancelled your Insurer won't refund the Premium where a non-recoverable claim has been made during the Period of Cover. In this case, if you're paying by instalments under a loan arrangement, you'll have to pay the balance of the loan agreement plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.



**A non-recoverable claim** is a claim made against your Policy, where your Insurer has made a payment they can't recover in full, from a Third Party.

Or it's a claim that's outstanding because it's not clear who's responsible.

Sometimes it's called a **'fault claim'**.

## Your rights to cancel this Policy

**Cancellation can only be authorised by you. When either you or we cancel your Policy, this contract is terminated, and you will no longer be covered by it.**

You can cancel this insurance cover at any time. The refund of the Insurer Premium, as detailed below, will be calculated with effect from the date you tell us you wish the Policy to be cancelled. Cancellation within the first 14 days is known as the "cooling off period" which starts on (i) the day this Policy is entered into or (ii) the day on which you receive these terms and conditions, whichever is later.

Following cancellation, we'll calculate your refund as follows:

- If you tell us that you want to cancel the Policy **before the cover starts**, you'll be entitled to a full refund of the Insurer Premium minus any applicable cancellation fee which is non-refundable.

Continues overleaf

- If you, we or your Insurer cancels the Policy **within the 14 day cooling off period**, you'll receive a refund of the Insurer Premium for the cover you haven't used as shown in the cancellation schedule below, minus any applicable cancellation fee which is non-refundable.
- If you, we or your Insurer cancels the Policy **at any other time**, you'll receive a refund of the Insurer Premium for the cover you've not used as shown in the cancellation schedule below, minus any applicable cancellation fee which is non-refundable.

Cancellation Schedule							
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
*Each month is equal to 30 days							

These percentages relate to the portion of Premium to be refunded only and non-refundable fees will be deducted from the refund due. You can find a list of our fees in this document and on our website [www.hastingsdirect.com](http://www.hastingsdirect.com)

**If a non-recoverable claim has been made during the Period of Cover, there will be no refund for cancellation.**

## Our rights to cancel your Policy

### We may give you seven days' notice of cancellation

We and your Insurer can cancel your Policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the Policy has been cancelled. We can only do this for one of the following reasons:

- We've been unable to collect a payment for your premium – see general condition 4
- You refuse to allow us or your Insurer reasonable access to your Motorcycle in order to provide the services you've requested under this Policy e.g. when you make a claim
- You don't provide reasonable co-operation to us or your Insurer in order to allow us to process your Policy, or a claim, or to defend our interests
- You don't send us or your Insurer information or documentation that your Insurer reasonably requires to process your Policy, or a claim, or to defend their interests
- Your Insurer is prevented from providing cover under this policy by law or other reason
- You don't take care of your Motorcycle as required by condition 3 above and in your Insurer's reasonable opinion this materially increases the risk they have insured
- You use threatening or abusive language or behaviour, or intimidate or bully our employees or your Insurer's staff or suppliers.



In certain circumstances we or your Insurer have the right to treat your Policy as if it never existed and without giving you notice or refunding your Premium, this will only apply if you make, or try to make, or where your Insurer reasonably suspects misrepresentation which is deliberate and/or reckless. Any claims made before or during when the Policy is treated as if it never existed, will be declined.

If you make, or try to make, a fraudulent claim under this Policy, or where your Insurer reasonably suspects fraud, we or your Insurer has the right to cancel your Policy without refunding your Premium. Any valid claims made before the cancellation of the Policy, will continue to be dealt with by your Insurer.

### **Paying by instalments or direct debit**

If you, or the Insurer cancels this Policy, the instalments you've paid may not be sufficient to pay for the cover received. In this case, you'll have to pay the amount owed for the cover received after cancellation, plus any interest and fees due under your Consumer Credit Agreement.

In addition, if you received a discount from us or your Insurer when you bought your policy, and the Policy is then cancelled, we'll reclaim the unused portion of the discount out of any refund you're due on a pro-rata basis.

If you, or we, cancel the Policy, at any time, any optional extras you bought with the Policy (such as breakdown cover) will also be cancelled. Please see your additional product policy wording for details of refunds on those products.

**If you don't pay for the insurance yourself, you must show these details to the person who paid on your behalf.**



# **Your insurance policy terms and conditions**

## About your contract with us

This contract is with us for arranging and administering your insurance Policy. We'll charge you arrangement and administration fees for this. Our terms and conditions are set out in this part of the document.

If you make any changes to your Policy we will charge you the additional fee for amendment to your Policy as shown in 'our fees' later in this section.

## What is the service we provide?

Our services include arranging your insurance cover. We'll also help you make any changes you need, such as amendments to the cover, use and Motorcycle insured. We'll arrange the renewal or cancellation of your Policy. If your original Insurer doesn't accept changes you've made to your policy, where possible we'll arrange cover with an alternative insurer from our panel. Plus, we can arrange optional additional extras such as legal protection and breakdown cover if required. We're your first point of contact for any incident or claim, after which we'll pass the details to your Insurer.

We give you enough information to make an informed decision about choosing your insurance Policy.

**We don't make recommendations or give advice, so please consider all information carefully to make sure the product/s meet your requirements before you buy your insurance.**

## What you pay for our services

We make charges for administering your insurance, as listed in the fees table. Your Insurer may charge an additional premium for changes in your circumstances or changes you make to your Policy. If you decide to cancel your Policy, they'll charge a premium for the time you've been covered. Further details about this are set out in your Policy.

These premiums will be in addition to our fees, which are for our services only.

## Our fees

These administration fees are for our services only. Each fee must be paid at the time the transaction is made and, except for the 'arranging your renewal' charge, all are non-refundable.

If you pay by instalments additional fees will also apply, see your Consumer Credit Agreement for details.

Call centre arrangement fee - new Policy only	£12.50
Arranging your renewal (this fee will be refunded if you cancel before or within 14 days of the renewal start date)	£5.00
Paper documents sent by post and each request for duplicate documents by post	£5.00
Amending your Policy	Up to £20.00
Cancellation of new Policy or renewal; before or within 14 days of the start date	£25.00
Cancellation of new Policy or renewal; after 14 days from the start date	£35.00
Cancellation of renewal; within 14 days of the start date	No Charge
Default fee (failed instalment payment)	£20.00
Charge for paying by credit card	1.25%

## Payments and refunds

The total price of your insurance is shown in your documents and includes insurance premium tax. For legal purposes, we must tell you that in future other taxes or costs may apply that are not paid through or imposed by us. However, at present, we're not aware of any other taxes or costs payable.

We've got the right not to collect payment or refund any amount under £1 when making amendments or alterations to your Policy. If we do, you'll be informed of any collections or refunds when the changes are made. We'll keep any interest and returns earned on any funds we hold.

In line with industry standards, we use a third party to collect and store debit/credit card details. If you've agreed beforehand, we'll use the card details stored to collect payment for mid-term changes, defaulted instalments (including the associated fee), balances following cancellation, and renewal of your Policy. We'll let you know before doing this.

If we receive an overpayment, we'll refund it using the debit/credit card details we hold. If you receive an overpayment, we'll attempt to recover the money using the debit/credit card stored.

If you initially pay by debit/credit card we'll make any refund to the same card, in accordance with the terms and conditions of the card issuer. We're unable to give cash refunds so all other refunds will be made by cheque.

If you pay for any adjustments to your premium by direct debit, 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.



### **What do you mean by 'my loan'?**

The full cost of your annual insurance premium is paid to your Insurer when your Policy starts. So if you wish to spread the cost by using direct debits, we provide a loan which you then repay on a monthly basis over the year.

**If someone else pays for your insurance, you must show this information to them.**

## **Our arrangements with websites**

We use various referral providers, such as price comparison or cashback websites, to reach new customers. If they introduce you to us, we may pay them a fee for this service.

## **Ownership 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, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should inform you that AGH is also wholly owned by 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.

When dealing with claims for Advantage Insurance Company Limited we act as the agent for that insurer. If you're concerned about this arrangement or want more information please contact us.

## 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.

## 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 acting as an agent, arranging and assisting in the administration of non-investment insurance contracts.

## Data protection

This section contains important information about how we may use the details you give us. You should show this to anyone else covered, or planning to be covered, under this Policy.

We limit the collection of personal information to what we need to know to maintain the accuracy of our records, assess the financial standing of customers, help us provide a high standard of service and fulfil any legal and regulatory requirements.

Information used can include details such as your name, address and date of birth plus details of any injury arising from a claim. It may also include the Internet Protocol (IP) address or telephone number supplied by your service provider when you contact us online, and your driving licence number (DLN). To find out what information the Driver and Vehicle Licensing Agency (DVLA) holds about you please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

We'll do our best to make sure that our records are accurate and up to date and we ask you to help us by telling us of any changes to your information, Motorcycle, circumstances or driving licence.

For the purposes of the Data Protection Act 1998, Hastings Insurance Services Limited and the Insurer named on your schedule of insurance, act as joint data controllers of the personal data you supply.

Information you provide about yourself and others will be used by us and your Insurer to process your request for insurance in accordance with the Data Protection Act and other applicable laws.

In order to assess the terms of your insurance contract or administer claims that arise, we, or the Insurer, may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions).

Before you provide any sensitive information about someone else (e.g. an additional rider), you must get their permission. We'll act on the basis that you've done this.

All personal information you provide is held securely and in confidence by us in our computer systems and other records. When we process your personal information we do so in compliance with the terms of the Data Protection Act. We maintain strict security standards and procedures to prevent unauthorised access to your data. We use leading technologies, such as data encryption, fire walls and server authentication to protect the security of your details.

All our staff, and all third parties we may hire to provide support services, are required to observe our security and privacy standards.

Occasionally, Insurers and organisations we use may transmit your data to, store or process it in countries outside the European Economic Area (EEA) that do not have the same standards of protection for personal data as the UK.

## **When do we collect personal data?**

We collect personal information directly from you when you register for any online service with us or deal with us over the telephone. This includes requesting a quote, purchasing an insurance Policy, renewing or making changes to your Policy and contacting our claims department.

## Why do we collect personal data?

We collect, use and share your data, and that of any other people named on the Statement of Insurance, for the following reasons:

**Insurance underwriting purposes** – i.e. to examine the potential risk your prospective policy represents so we can:

- Help your Insurer consider whether to accept the relevant risk.
- Make decisions about providing and administering your insurance and related services.
- Validate your claims history (and that of any person or property likely to be involved in the Policy or claim).
- Provide your driving licence number (DLN) to the DVLA/DVANI to confirm your licence status, entitlement and relevant restriction information and endorsement/conviction data. We and your Insurer may carry out searches when we give you a quote, or before we renew your Policy. This won't show a footprint against your driving licence.
- Search your no claims discount (NCD) details against a no claims discount database, using your driving licence number, name, date of birth, Motorcycle registration mark and postcode. This won't show a footprint against your driving licence.
- Provide you with one or more online quotations, on behalf of one or more Insurers.
- Consider your application for, and help you buy, an insurance Policy through us.
- Provide you with other services, including managing and administering the insurance policies you take out through us, and helping with your claims and enquiries.
- Disclose information to regulatory bodies when required to meet with any regulatory requirements.
- Offer you the opportunity to renew a Policy or buy replacement cover.
- Update our records.
- Improve the quality of our service and the efficiency of our website and systems.
- Tell you about other products that we believe may be of interest to you (as long as you've agreed that we can contact you for marketing purposes).

**Credit checks** – We check your credit information (which may include a credit score) to assess your insurance risk and make credit decisions. To do this, we and/or your Insurer may:

- Make searches with credit reference agencies, including checking electoral register information.
- Pass information about you to credit reference agencies, where it's necessary to carry out a credit check search on you before we and/or your Insurer provide you with any services (including quotes and before offering a renewal).
- Ask credit reference agencies to provide a credit score. Credit reference agencies will record these results and we, and/or your Insurer and other organisations, may use these records to assess your insurance risk and help make credit decisions about you, people financially linked to you and others in your household.



Every application you submit for credit (including paying for insurance by monthly instalments) can affect your credit score so you may wish to keep applications to a minimum to protect your credit rating.

**Anti-fraud purposes** – We'll detect and prevent fraudulent claims and activities and money laundering by:

- Sharing information about you with other organisations such as insurers, law enforcement agencies and public bodies including the police. These organisations may access and use this information for detecting or preventing crime.
- Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies.
- Undertaking fraud searches. Insurers pass information to the claims and underwriting exchange and where appropriate the motor insurance anti-fraud and theft register administered by Insurance Database Services Limited. This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
- Searching your (or anyone else included on the Statement of Insurance) driving licence number against details held by the DVLA/DVANI to confirm your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce negligent misrepresentation and non-disclosure, and it won't show a footprint against your driving licence.

### **Fair processing notice**

If we find that you've provided false or inaccurate information we may pass your details to fraud prevention agencies. We and other organisations, including law enforcement agencies may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking proposals and claims for all types of insurance
- Checking job applications and employees.

We and other organisations may access and use the information recorded by fraud prevention agencies in other countries.

If you want more details about the fraud prevention agencies we work with, please email: [dataenquiries@hastingsdirect.com](mailto:dataenquiries@hastingsdirect.com)

**Management information purposes** – We analyse and research insurance markets for internal assessment, reports and information.

## How we share your data

We'll pass your information to other organisations (such as breakdown or legal service providers) so they can provide any additional services you've requested. They may pass your information to their agent/s in order to deliver the service or carry out relevant investigations.

Under the conditions of your Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, your Insurer will pass information relating to it to Insurance Database Services Limited and other appropriate agencies.

Your Insurer will pass details of your no claims discount (NCD) to certain organisations to be recorded on the no claims discount database. This happens if information requires updating or correcting at any stage and also when you renew or cancel your Policy.

If you make a claim we may need to share information with Third Parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.

Your personal data won't be used for marketing, unless you've given us permission. It will only be shared within organisations involved with the administration of your insurance Policy or as otherwise set out in this Data Protection Notice. If you require more information about how your data is used and shared, please contact us.

## Legal obligations and responsibilities

Please note that if you give us false or inaccurate information it may invalidate any insurance Policy we provide or could affect the amount your Insurer pays to settle any claims you make under the Policy.

### Motor Insurance Database

Your Insurer will pass information relating to your insurance Policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA/ DVANI, the Insurance Fraud Bureau and other bodies permitted by law. The reasons they'll use it for include, but aren't limited to:

- Electronic licensing
- Continuous insurance enforcement
- Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- Government services and/or other services aimed at reducing incidents of uninsured driving
- Gathering relevant information if you're involved in a road traffic accident (in the UK, the European economic area or certain other territories).

Any person, or appointed representative, pursuing a claim for a road traffic accident (including citizens of other countries) may also access relevant information held on the MID. It is vital that the MID holds your correct registration number. If it's incorrectly shown on the MID you're at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at <http://www.askmid.com/>

### Complaints management

If you make a complaint about the service we've provided, we may have to forward details about your complaint, including your personal information, to the relevant ombudsman.

## **Can I see the personal information you hold about me?**

You have the right to receive a copy of the personal information we hold about you at any time, for a fee of £10.

To apply, write to Data Protection Requests at the address below, enclosing a cheque or postal order made payable to Hastings Insurance Services Limited. Please include your full name, address and policy number and we'll deal with your request within the regulatory 40 day period.

If you'd like us to remove any personal information from our records you can also do this by writing to Data Protection Requests. We'll make all reasonable efforts to delete your information from our files, if appropriate.

The address for either service is: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea, TN39 3LW.



## **Things you need to know**

# Keeping your Policy up to date

**Your Policy and the cost of your insurance are based on the information you have given us. It's very important that this is kept up to date.**

When you renew your Policy it's your responsibility to tell us about any changes or incidents. You'll need to tell us about anything that's happened in the last 12 months to all Motorcycle/s on the Policy.

Changes to your Policy will be subject to your Insurer agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. The table of fees in this document has more information. In some cases the additional cost could be significant. Please contact us to discuss any changes you wish to make.

Some examples of what you should tell us about follow. These lists can't cover everything so if anything changes it's a good idea to contact us to check whether it's something we need to record on your Policy.

Call customer services for free on the number at the front of this document.



Please call us if anything changes.

**You must tell us immediately if:**

- You, or any insured rider/s or Motorcycles, are involved in an accident, no matter how minor and regardless of blame and whether or not you want to make a claim
- You change your address
- You, or any insured rider/s, change the type of job they do
- Any named rider (including yourself) passes their driving test and moves from a provisional to a full driving licence, or any insured driver's licence is revoked, either temporarily or permanently
- The status of your or any named rider's licence changes in any other way.

**Please also tell us about any of these before they happen:**

- You intend to change your Motorcycle/s on this Policy
- You want to change what you use your Motorcycle/s for (i.e. for business)
- You want to include other riders
- You intend to alter or modify your Motorcycle from the manufacturer's standard specification. This includes but is not limited to:
  - Changes to the bodywork
  - Changes to suspension or brakes
  - Cosmetic changes
  - Anything affecting performance such as changes to the engine management system or exhaust system

This isn't a full list of all possible changes. **You must tell us about any alteration you intend to make to your Motorcycle.** Failure to notify us of a modification may result in your Policy being cancelled from the start date, additional premium being applied or your claim being rejected or not paid in full.

This Policy doesn't cover any non-standard parts (modifications). 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.

## When you renew your Policy

At renewal time, think back over the previous 12 months and let us know if anything has changed for you or any named rider.

Changes we need to know about include, but are not limited to:

- All circumstances listed in this section.
- If you or any named rider have been involved in any accidents, claims or losses not previously notified to us, whether or not a claim was made and regardless of blame. This includes all types of claims, damages or accidents such as fire or theft.
- Any prosecutions or motoring convictions that you, or any named rider, are aware of.
- Any fixed penalty notices or licence endorsements incurred during the year.
- Any medical or physical condition or disability that you or any insured riders need to tell the DVLA/DVANI about, including any you haven't told them about yet.
- Any non-motoring convictions that you and any named riders have that are not considered spent. A spent conviction is one that, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If however someone has received a prison sentence of more than four years, the conviction will never be spent.

If you don't tell us about changes and take reasonable care to ensure that the information you supply is honest, full and correct we or your Insurer may cancel your Policy from the start date, apply additional premium, reject your claim or only pay part of it. You may also have to pay for the cost of any Third Party claim/s.

If you provide false or inaccurate information, and we identify that you've committed fraud, we may pass your details to relevant agencies to prevent fraud and money laundering.

Please email [CounterFraudMailbox@hastingsdirect.com](mailto:CounterFraudMailbox@hastingsdirect.com) if you'd like further details on how the fraud prevention agencies may use this information.



## Renewing your Policy

At least 21 days before your Policy ends we'll send you a renewal notice reminder that the insurance cover is due to expire. In most cases, this notice will include an offer to renew your insurance for another year. To help you make an informed decision, any offer made will include important facts about your Policy, any changes to the Policy terms and a price.

The renewal terms offered will be based on the most recent information you've given us and will be shown in your renewal invitation. Please check the accuracy of this information and if any details are incorrect call us immediately.

In a small number of cases, your Insurer may not renew your Policy. If available, we'll search our panel of insurers to try and find an alternative insurer for you. If we're able to do this, 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 want to accept a renewal offer, you must take reasonable care to ensure that your information contained in the Policy is correct and up to date for all Motorcycle/s. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the Policy represents a new contract of insurance, starting on the 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 this in your notice of renewal.

In a small number of cases, we won't automatically renew your Policy. If this is the case, we'll let you know in your notice of renewal. Some of the reasons we may not automatically renew your Policy include:

- You've previously told us you don't want us to automatically renew your Policy
- Our panel of insurers won't insure you for another year
- You've got 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 by contacting our customer services team.**

## **After renewal**

If you pay for your Policy by annual or monthly direct debit or continuous card authority, we'll continue to collect your premium as agreed previously, using the same account details you gave us the previous year. You'll enter into a new contract of insurance with us commencing on the cover start date shown on your renewal documents.

If you pay annually but don't leave your credit/debit card details with us, so that we can automatically renew your Policy, you'll enter into a new contract of insurance with us on the day you renew your Policy and pay the premium.

You have the right to cancel this Policy at any time. Cancellation fees will apply.

## 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: 0800 035 3949**

**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

Calls to numbers starting 0800 or 0808 are free from all mobile phones and landlines in the UK. This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Direct, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

## Important numbers

To report an incident or make a claim call us on: **0800 035 4260**

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: [bikeclaims@hastingsdirect.com](mailto:bikeclaims@hastingsdirect.com)**

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

## Other useful contact details

You can check or change your details and renew your policy online through MyAccount: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**

Have your policy number handy.

Customer service department: **0800 035 4801**

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

Calls to numbers starting 0800 or 0808 are free from all mobile phones and landlines.

## Did you know we also provide

Car insurance	<b>0800 101 8175</b>
Multi car insurance	<b>0800 101 8176</b>
Home insurance	<b>0800 101 8178</b>
Van insurance	<b>0800 101 8179</b>