



Hastings Premier 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

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

Chat to our customer services team:

Webchat: www.hastingsdirect.com/contact-us

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm

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

What is a Defaqto Star Rating?

Defaqto are an independent financial research company whose Star Ratings show the quality and comprehensiveness of the features and benefits of financial products. Find out more at:

www.defaqto.com



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.

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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.

Repairs	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.
Authorisation	You do not need to get any estimates and your repairs can begin as soon as your insurer has authorised them.
Delivery	When the work is complete, the repairer will contact you to arrange a convenient time to deliver your motorcycle back to you.
Payment	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
Policyholder	Yes	Yes	Yes	Yes
Spouse/partner/ nominated person*	Yes	Yes	Yes	No
Direct Debit Payers	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.

- customerrelations@hastingsdirect.com
- **0333 321 9677**
- Customer Relations Department, Hastings Direct, Conquest House, Collington Avenue, Bexhill-On-Sea, East Sussex, 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

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

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint—How We Can Help" available at 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 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 rider's 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/ 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
Policy arrangement & administration	
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
Amendments to your policy made by you	
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
Amendment to your policy made by our business administration team	£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.	
*Cancellation - for full details of your right to cancel please see page 38	
Cancellation (if you take up alternative cover from Hastings Direct)	£0
Cancellation (within 14 days)	£25.00
Cancellation (after 14 days)	£35.00
Duplicate documentation	
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	£5.00
Failed payments	
Cheque/Direct debit	£20.00
Method of payment charge	
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 page 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** 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

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
Section 1	Damage to your motorcycle (except that caused by fire & theft) up to its market value.	Covered	Not covered	Not covered
Section 2	Damage or loss by fire or theft up to its market value.	Covered	Covered	Not covered
Section 3	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
Section 4	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
- 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

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

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at 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 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
Section 1	Damage to your motorcycle	Covered	Not covered	Not covered
Section 2	Damage or loss by fire or theft	Covered	Covered	Not covered
Section 3	Legal liability to third parties	Covered	Covered	Covered
Section 4	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.

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

Your motor legal expenses and helmet and leathers cover policy wording

Motor Legal Expenses

Guide to cover

Some important facts about your Motor Legal Expenses Insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by Inter Partner Assistance SA, managed on their behalf by Arc Legal Assistance Ltd and arranged and administered by Carpenters Solicitors.

Your legal expenses cover is valid for the same duration as the motor insurance cover with which it is offered as declared to Arc Legal.

Your legal expenses cover applies to the person responsible for insuring the motor vehicle. For uninsured loss recovery and personal injury, the cover extends to any authorised driver and passengers.

Your legal expenses policy covers legal costs to recover uninsured losses and pursue compensation for personal injury if you are involved in a road traffic accident that is not your fault. Damages claims will be against those whose negligence caused the road traffic accident. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

Insurer: Inter Partner Assistance SA

Period of Cover: Annual Policy. Refer to your motor insurance certificate for the effective dates.

Significant features and benefits	Significant exclusions or limitations	Policy section
Legal costs of up to £100,000 per claim are covered	This insurance covers the legal costs incurred by our panel solicitors or their agents. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises. For a claim to be covered there must be a better than 50% chance of winning the case and adviser's costs must be proportionate to the benefit of the claim.	All
Legal costs to pursue: Damages claims arising from a road traffic accident against those whose negligence has caused your injury or death or caused you to suffer loss of your insurance policy excess or other out of pocket expenses.	There is no cover for claims directly or indirectly arising from stress, psychological or emotional injury.	Recovery of losses not covered by your motor insurance and Personal Injury
Legal costs to defence: Motoring prosecutions in respect of an offence arising from your use of the vehicle.	There is no cover for claims arising from parking offences or from an allegation that you were in control of the vehicle whilst under the influence of alcohol or a non prescribed drugs.	Motor Prosecution Defence
Legal helpline 24/7 24 hour advisory service for telephone advice on any private legal matter		

Cancellation

You may cancel this insurance at any time by providing notice to your broker.

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance broker receiving your instructions to this effect, they will issue a full return of premium provided you have not made any claims. The policy will be regarded as not having been taken up by you and will be cancelled from inception.

To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance, you should telephone:

0333 321 9800 for accident related claims,

or 0344 770 1051 for claims under the motor prosecution defence section of cover.

Specialist lawyers will be instructed to help you. If you need a lawyer to act for you under the Motor Prosecution Defence section of cover, you will be asked to complete and submit a claim form online by visiting: www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to you. If your problem is not covered under this insurance, they may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify Arc Legal, as soon as you become aware, of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

Caring for our customers

See page 5 for details

For complaints about the administration of your policy please contact the Administrator by email, phone or by writing to: Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead, CH41 1FB. Tel: 0844 249 3742. Email: lei@carpenters-law.co.uk

For any other complaints about your policy please contact the Insurer either by email, phone or by writing to: Arc Legal Assistance Ltd, PO BOX 8921, Colchester, CO4 5YD
Tel: 0844 770 9000 Email: claims@arclegal.co.uk

If we are unable to resolve your complaint you may refer the dispute to the Financial Ombudsman Service.

See page 5 for details

Compensation Scheme

Inter Partner Assistance, who underwrite this insurance are covered by the Financial Services Compensation Scheme.

See page 6 for details

Motor Legal Expenses – Document of Insurance

Motor Legal Expenses provides:-

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

Helpline services

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you. Simply telephone 0344 770 1051 and quote “Hastings Motor Legal Expenses”.

Policy Wording Terms of Cover

If you have selected this cover as an additional product for your policy, the following shall apply. Your Statement of Price/Statement of Demands and Needs will show if this product has been selected.

This insurance has been arranged and is administered by Carpenters Solicitors. It is underwritten by Inter Partner Assistance S.A., and managed on their behalf by Arc Legal Assistance Limited.

Your legal expenses policy covers **advisers’ costs** to recover uninsured losses and pursue compensation for personal injury if you are involved in a **road traffic accident** that is not your fault. Damages claims will be against those whose negligence caused the **road traffic accident**. Cover is also provided for **advisers’ costs** to defend prosecutions arising from a motoring offence.

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and you want to use a legal representative of your own choice, you will be responsible for any **advisers’ costs** in excess of our standard **advisers’ costs**.

The insurance covers **advisers costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**
and
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the **underwriters** in connection with the **legal action**.

Prospects of Success

At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support.

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance, you should telephone:

0333 321 9800 for accident related claims, or
0344 770 1051 for claims under the Motor Prosecution Defence section of cover.

Specialist lawyers will be instructed to help you. If you need a lawyer to act for you under the Motor Prosecution Defence section of cover, you will be asked to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to you. If your problem is not covered under this insurance, they may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify us, as soon as you become aware, of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

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.

Adviser Our specialist panel solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

Administrator Carpenters Solicitors who arrange and administer this insurance.

Advisers' costs Reasonable legal costs incurred by the **adviser**. Third party's costs shall be covered if awarded against you.

Conditional fee agreement An agreement between you and the **adviser** or between us and the **adviser** which sets out the terms under which the **adviser** will charge you or us for their own fees.

Conflict of interest There is a **conflict of interest** if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Insured incident The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Insured period The period of insurance declared to us by the **administrator**.

Legal action The pursuit of civil proceedings and appeals against judgement following a **road traffic accident** and the defence of criminal motoring prosecutions in relation to the **vehicle**.

Maximum amount payable The maximum amount payable in respect of an **Insured Incident** is stated below £100,000.

Road traffic accident A traffic accident in the **territorial limits** involving the **vehicle** occurring during the **insured period** for which you are not at fault and for which another known insured party is at fault.

Standard Advisers' Costs	The level of advisers' costs that would normally be incurred by underwriters in using a nominated adviser of our choice.
Territorial Limits	The European Union.
Underwriters	Inter Partner Assistance S.A.
Vehicle	The motor vehicle covered by your certificate of insurance including a caravan or trailer whilst attached to it.
We/Us/Our	Arc Legal Assistance Ltd.
You/Your	The person responsible for insuring the vehicle . This is extended to include the authorised driver and passengers for uninsured loss recovery and personal injury only.

Motor Legal Expenses Cover

Recovery of losses not covered by your motor insurance & personal injury

What is insured

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident**:

- whilst you are in, boarding or alighting the **vehicle** against those whose negligence has caused your injury or death, and/or
- against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses including applications for payment under agreements funded by the Motor Insurers Bureau (MIB).

If the **legal action** is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the **adviser** must enter into **conditional fee agreement** which waives their own fees if you fail to recover the damages that you are claiming in the **legal action** in full or in part.

What is not insured

Claims:

- Relating to an agreement you have entered into with another person or organisation.
- Directly or indirectly arising from stress, psychological or emotional injury.

Motor Prosecution Defence

What is insured

Advisers' costs to defend a **legal action** in respect of a motoring offence, arising from your use of the **vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not insured

You are not covered for claims:

- For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs.
- For **advisers' costs** where you are entitled to a grant of legal aid from the Legal Aid Agency, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences.
- For motoring prosecutions where your motor insurers have agreed to provide your legal defence.

General Exclusions

There is no cover: -

- Where the **insured incident** occurred before you purchased this insurance.
- Where you fail to give proper instructions to us or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- Where **advisers' costs** have not been agreed in advance or exceed those for which we have given our prior written approval.
- For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For claims made by or against the **underwriters**, us or the **adviser**.
- Where your motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For an application for Judicial Review.
- For appeals without our prior written consent.
- For any **legal action** that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the **adviser**.
- Where at the time of the **insured incident** you were disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or tax disc or comply with any laws relating to its ownership or use.
- For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- For your solicitors own costs where your claim is being pursued under a **conditional fee agreement**.
- Where a reasonable estimate of your **advisers' costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims.

Conditions

1. Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the **insured incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim our position has been prejudiced. To report a claim you must follow the instructions under "How to make a claim".
- b) We shall appoint the **adviser** to act on your behalf.
- c) We may investigate the claim and take over and conduct the **legal action** in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the **legal action**.
- d) You must supply at your own expense all of the information which we reasonably require it to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and you wish to nominate a legal representative to

act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any **advisers' costs** in excess of our standard **advisers' costs**. The **adviser** must represent you in accordance with **our standard conditions** of appointment which are available on request.

- e) The **adviser** must: -
 - i. Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
 - ii. Keep us fully informed of all developments and provide such information as we may require.
 - iii. Keep us regularly informed/updated of **advisers' costs** incurred.
 - iv. Tell us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless we agree in our absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by us.
 - vi. Attempt recovery of costs from third parties.
 - vii. Agree with us not to submit a bill for **advisers' costs** to **underwriters** until conclusion of the **legal action**.
- f) In the event of a dispute arising as to costs we may require you to change **adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
- h) You shall supply all information requested by the **adviser** and us.
- i) You are responsible for any **advisers' costs** if you withdraw from the **legal action** without our prior consent. Any costs already paid by us must be reimbursed by you.
- j) You must instruct the **adviser** to provide us with all information that we ask for and report to us as we direct at their own cost.

2. Disputes

Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3. Prospects of Success

At any time we may, but only when supported by independent legal advice, form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves your interests

4. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

5. English Law

This contract is governed by English Law unless otherwise agreed.

6. Language

The language for contractual terms and communication will be English.

Cancellation rights

This section contains important notes about your and our rights of cancellation. You must read these notes carefully. To cancel this product you should contact your insurance broker.

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. You may also cancel this policy at any time after the initial 14 day period detailed above by providing notice to your insurance broker.

We have the right to cancel your policy at any time by giving you seven days notice in writing. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. We will never cancel your policy without a valid reason for doing so. Valid reasons may include but are not limited to:

- You fail to pay the premiums
- If you are paying by direct debit you fail to pay your insurance broker
- You do not keep to the terms and conditions of this policy in any significant way
- You make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud;
- You fail to cooperate with our representatives/advisers
- Use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers in connection with this insurance
- You refuse to allow reasonable access to your **vehicle**/property and any information which we require in order to provide the services you have requested under this policy.

If your policy is cancelled, your refund of premium will be calculated as follows:

- If you or we cancel the policy within the 14-day withdrawal period a full refund of premium paid for this product will be given
- If you or we cancel the policy at any other time a pro-rata refund of the premium paid for this product will be given

No refund of premium will be provided if

- If you have made a claim during the insured period

Instalments

- If you are paying by instalments and a claim has been made, you will have to pay the balance of the full annual premium

If your insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at **www.hastingsdirect.com/privacy-notice** but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at:

Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited,

Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

Caring for our customers

See page 5 for details

For complaints about the administration of your policy please contact the **administrator** by email, phone or by writing to: lei@carpenters-law.co.uk Tel: 0844 249 3742 Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead CH41 1FB.

For any other complaints about your policy please contact Arc either by email, phone or by writing to: claims@arclegal.co.uk Tel: 0844 770 9000. Arc Legal Assistance Ltd, PO BOX 892, Colchester CO4 5YD.

At this point, if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service.

See page 5 for details

Financial Services Compensation Scheme

We and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or Inter Partner Assistance are unable to meet our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This can be checked on the Financial Services Register by visiting the website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are: Inter Partner Assistance The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR Registered No: FC008998

Helmet and Leathers Insurance

Guide to cover

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the insurance policy.

Insurer: Canopus Managing Agents Limited Registered office: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Type of Insurance and Cover: Cover up to £750 for loss or damage to motorcycle clothing as a result of a motorcycle accident anywhere in the United Kingdom and 90 days in Europe.

Motorcycle clothing is leather clothing, protective motorcycle clothing, boots, gloves and helmet that you own or are legally responsible for while being worn by you.

Settling Claims

We will decide whether to pay the cost of repairing **motorcycle clothing**, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. We will take off an amount for wear and tear in respect of leathers, boots and gloves.

We will not pay the cost of replacing any undamaged **motorcycle clothing** forming part of a pair or set of the same type, colour or design if the damage happens to a particular area or specific part and a replacement cannot be matched.

General Exclusions

The insurance does not cover claims arising from wear and tear, radioactive contamination or war, damage to a passenger's **motorcycle clothing**, theft or accidental damage (other than as a result of a motorcycle accident), racing, competitions, rallies, trials, speed testing, off-road or track days, courier and/or messenger services, hire or reward, use in the motor trade and business other than daily travel.

General Conditions

You must keep the **motorcycle clothing** in a good state of repair and take all reasonable care to prevent loss or damage you must advise us as soon as possible after a claim occurs

Period of Insurance

This policy runs alongside your private motorcycle insurance policy and will remain in force for the same period, subject to your premium being paid.

Cancellation

You may cancel the insurance at any time by providing instruction to your broker. This insurance runs concurrently with your motor insurance policy. In the event of cancellation or non-renewal of the motor insurance policy all cover under this insurance shall cease. However, unless it is cancelled within the 14 day withdrawal period, there will be a pro-rata refund of premium.

Your right to change your mind

You may cancel the insurance, without giving reason, by providing instruction to your broker within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents. we will refund your premium in full so long as a claim has not been paid and a claim is unlikely to be made.

How to Claim

If you need to make a claim, please contact:- Roger Rich and Co. Loss Adjusters, 2A Marston House, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR. Tel: +44 (0) 1608 641351 Fax: +44 (0) 1608 641176 Email: enquires@rogerrich.co.uk

You must report any claim as soon as possible.

Language and Law applying to the Insurance

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, English law will apply to this insurance.

Caring for our Customers

See page 5 for details

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, please refer to the complaints procedure below.

The first step is to write to the Chief Executive of Canopus Managing Agents Limited at Gallery 9, One Lime Street, London, EC3M 7HA. When you do this, please quote your insurance document number as it will help us to deal with your complaint promptly.

After this action, if you are not satisfied with the way that your complaint has been handled, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN.

Tel: 0207 327 5693. E-mail: complaints@lloyds.com.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

See page 5 for details

These procedures do not affect your right to take legal action if necessary.

Financial Services Compensation Scheme (FSCS):

If Canopus Managing Agents Limited is unable to meet its liabilities under this insurance, you may be entitled to compensation from the FSCS.

See page 6 for details

Helmets and Leathers Insurance Policy

Arranged by: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex, TN39 3LW

Please read this document carefully. If you have any questions please contact Hastings Insurance Services Limited. In all communications please quote your client reference number shown on your documents.

The contract of insurance

This document, and the statement of demands and needs form a legally-binding contract of insurance between you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers death or disability that happens during any period of insurance for which you have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's. Underwriters shall only be liable for their own share of the risk and not for each other's share.

Language: This Insurance is written in English and all communications about it will be in English.

Governing Law: The cover referred to in this Certificate is subject to English Law.

Caring for our Customers

See page 5 for details

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, please refer to the complaints procedure below.

The first step is to write to the Chief Executive of **Canopus Managing Agents** Limited at Gallery 9, One Lime Street, London, EC3M 7HA. When you do this, please quote your insurance document number as it will help us to deal with your complaint promptly.

After this action, if you are not satisfied with the way that your complaint has been handled, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN.

Tel: 0207 327 5693. E-mail: complaints@lloyds.com.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

See page 5 for details

Financial Services Compensation Scheme (FSCS):

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation from the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk

See page 6 for details

Insurer: Canopius Managing Agents Limited

Period of insurance: This policy runs alongside your motorcycle insurance policy and will remain in force for the same period, subject to your premium being paid.

In the event of cancellation or non-renewal of your motorcycle insurance policy all cover under this insurance shall cease.

Claims

If you need to make a claim, please contact in the first instance, the broker who sold you the policy and whose details will appear in the correspondence sent to you. The broker will be able to assist you with making the claim and any further issues that arise. Following this, the claim should be forwarded with full particulars to: - Roger Rich & Company, Chartered Loss Adjusters, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR.

Telephone: +44 (0) 1608 641351 Facsimile Number: +44 (0) 1608 641176
e-mail: enquiries@rogerrich.co.uk

If a claim occurs you must report it as soon as possible. The incident must also be reported to your motorcycle insurers.

You must also give us at your own expense any proof of purchase, receipts or information we need.

We will decide whether to pay the cost of repairing **motorcycle clothing**, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. We will take off an amount for wear and tear in respect of leathers, boots and gloves.

We will not pay the cost of replacing any undamaged **motorcycle clothing** forming part of a pair or set of the same type, colour or design if the damage happens to a particular area or specific part and a replacement cannot be matched.

Our rights after a claim

We may take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner. However, you must not abandon any **motorcycle clothing**.

Before or after we pay your claim under this insurance, we may take over or settle any claim in your name.

We can also take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

Definitions

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.

Canopius Managing Agents Limited

Canopius Managing Agents Limited Registered office: Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Europe

means 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 and Croatia, Iceland, Norway, Switzerland and Liechtenstein. This cover only applies if your permanent home is in the **United Kingdom**; and your visit to such countries is temporary.

Insured motorcycle

means the motorcycle defined in your current Hastings Direct Motorcycle Insurance policy certificate and schedule

Motorcycle clothing

Leather clothing, protective **motorcycle clothing**, boots, gloves helmet and helmet camera that you own or are legally responsible for while being worn by you.

Territorial limits

means **United Kingdom** and up to 90 days in Europe during the period of insurance.

United Kingdom

Great Britain (England, Scotland, Northern Ireland and Wales), the Isle of Man and the Channel Islands.

We, us, our

means **Canopius Managing Agents Limited**.

You, your

means the policyholder.

Eligibility Criteria

1. That the insured person is normally resident in the **United Kingdom**.
2. The insured person is under 80 years of age
3. The motorcycle must not be used for, racing competitions, rallies, trials, speed testing or for any purpose in connection with the motor trade, courier and/or messenger services, or in connection with your business or employment, other than daily travel between your normal residence and place of work.

What is Covered

Up to £750 or loss or damage to **motorcycle clothing** as a result of a motorcycle accident, anywhere in the **territorial limits** whilst you are riding the **insured motorcycle**.

General exclusions

The following exclusions apply to this insurance.

This insurance does not cover loss or damage to the **motorcycle clothing** caused by, contributed to, or arising from the following:

1. Radioactive contamination from:
 - Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
2. War, invasion, civil war, revolution and any similar event.
3. Loss of value after we have made a claim payment.
4. Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, moth, any cause that happens gradually, or mechanical or electrical breakdown.
5. Damage to a passenger's **motorcycle clothing**.
6. Theft.
7. Accidental Damage (other than as a result of a motorcycle accident in the **territorial limits**).
8. Any legal liability.

General conditions

The following conditions apply to this insurance.

1. Reasonable care

You must keep the **motorcycle clothing** in a good state of repair and take all reasonable care to prevent loss or damage.

2. Telling us about a change

You must tell us immediately about any changes to the information you have already provided. If you are not sure if information is relevant, please ask your broker or us. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

3. Fraudulent claims

You must not act in a fraudulent manner. If you or any insured person, or anyone acting on your or their behalf mislead us in any way; 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 caused by your willful act

Then we:

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

Cancellation rights

This section contains important notes about your and our rights of cancellation. You must read these notes carefully. To cancel this product you should contact your insurance broker.

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. You may also cancel this policy at any time after the initial 14 day period detailed above by providing notice to your insurance broker.

We have the right to cancel your policy at any time by giving you seven days notice in writing. we will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in our letter. We will never cancel your policy without a valid reason for doing so. Valid reasons may include but are not limited to:

- You fail to pay the premiums
- If you are paying by direct debit you fail to pay your insurance broker
- You do not keep to the terms and conditions of this policy in any significant way
- You make or try to make a fraudulent claim under this policy or where we reasonably suspect fraud;
- You fail to cooperate with our representatives
- Use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers in connection with this insurance
- You refuse to allow reasonable access to your **vehicle**/property and any information which we require in order to provide the services you have requested under this policy

If your policy is cancelled, your refund of premium will be calculated as follows:

- If you or we cancel the policy within the 14-day withdrawal period a full refund of premium paid for this product will be given
- If you or we cancel the policy at any other time a pro-rata refund of the premium paid for this product will be given

No refund of premium will be provided if

- If you have made a claim during the insured period

Instalments

- If you are paying by instalments and a claim has been made, you will have to pay the balance of the full annual premium

If your insurance to which this product is attached is cancelled, the cover under this policy will also be cancelled.

Your privacy

Your privacy is important to Hastings Insurance Services Limited and us and we go to great lengths to protect it. Details of the data we hold about you are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells you about the personal data we, as a Product Provider, and Hastings Insurance Services Limited hold about you, so we can provide you with a quote or insurance policy. It explains how we and Hastings Insurance Services Limited may collect, use and share your details and tells you about your rights under data protection laws. You'll find the privacy notice at **www.hastingsdirect.com/privacy-notice** but if you'd prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise your legal rights under data protection laws.

You can contact them at:

Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited,
Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include your full name, policy and/or quote number if applicable, address and date of birth.

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

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

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

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**

Chat to our customer services team:

Webchat: **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**