

# 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](mailto:motorclaims@hastingsdirect.com)

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

## Got questions?

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

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

Chat to our customer services team:

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

Call: **0333 321 9801**

Opening hours: Monday to Friday 8am – 9pm

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

## 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](http://www.defaqto.com)



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# Welcome

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

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

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

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

## Legal statements

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

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

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





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

# How to make a claim

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

## What to do if you have an accident

### Remember STOP

	<b>Stop</b> at the scene of the accident. Never admit blame or offer to pay for damage. Tell us if anyone else admits blame or offers to pay for your repairs.
	<b>Telephone</b> us on <b>0333 321 9800</b> even if you don't want to make a claim. From outside the UK call us on: <b>00 44 1424 738 585</b> .
	<b>Obtain</b> the name, address, phone number and vehicle registration of the other drivers. Give your details in return. Try to get contact details of any witnesses.
	<b>Police</b> call the police if anyone's injured or a driver refuses to stop or give their details. If there's been a crime, make a note of the crime reference number the police give you.

## Your inclusive Motor Legal Expenses Insurance

### Road Traffic Accident related claims 0333 321 9800

Lines are open: 8am - 8pm Monday to Friday,  
10am - 8pm Saturday, 10am - 5pm Sunday.

### Defence of prosecution claims and legal helpline 0344 770 1051

Lines are open 24 hours a day; throughout the year.

## Your inclusive Helmet and Leather Insurance

### Contact: The Claims Administrators, Roger Rich & Company. 01608 641 351

Lines are open: Monday to Friday 9am – 5.30pm.



Save our claims numbers in your phone so you have them handy. You can also find all our claims numbers on our website.

## Theft, loss or criminal damage

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

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

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

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

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

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

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

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



### What's an Excess?

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

### Can I choose my own repairer/garage?

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

## When claiming under this Policy

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

When defending or settling a claim, your Insurer is entitled to instruct the solicitors of their choice to act for you in any proceedings. If they feel it's appropriate, your Insurer will be entitled to admit liability, for the costs covered under this Policy, on behalf of you or any person claiming indemnity under the Policy.

Such admissions may be made before or after legal proceedings start.



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

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

# Information about your contracts of insurance

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

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

We provide competitive and straightforward products and services so you can feel confident with the cover you've bought.

Four key documents make up your Policy;

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

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



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

Your insurer is named on your Certificate of Insurance and they provide your insurance. You can find your Certificate of Insurance in MyAccount: [www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)

We act on your insurers behalf to arrange and administer your Policy and we're your first point of contact.



# Your legal obligations

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

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

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

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

## Who can speak to us about your Policy

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

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

# Guide to your cover

## Am I covered to ride other motorcycles?

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

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

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

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

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

# Your Hastings Premier inclusive benefits

Please see the inclusive benefits section for full details	
<b>Motor Legal Expenses</b>	<b>Insurer</b>
<ul style="list-style-type: none"><li>• Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident.</li><li>• Legal expenses to defend you in a prosecution for motoring offences.</li><li>• 24/7 legal advice.</li></ul>	Allianz Legal Protection, a trading name of Allianz Insurance plc.
<b>Helmet and Leathers Insurance</b>	<b>Insurer</b>
<ul style="list-style-type: none"><li>• Cover for loss or damage to your Motorcycle Clothing up to £750 as a result of a motorcycle accident</li></ul>	Canopus Managing Agents Limited

# Meaning of words

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

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

<b>Market Value</b> <i>continued</i>	Value and will make any necessary allowances for the mileage and condition of your Motorcycle and the circumstances in which you bought it.
<b>Motorcycle/s</b>	The Motorcycle/s specified on your current Certificate of Motor Insurance and policy schedule
<b>Nominated Repairer</b>	A repairer or garage from an approved network, who will repair your Motorcycle following a claim.
<b>Period of Cover</b>	The period you're insured for, as shown on your Certificate of Motor Insurance.
<b>Policy</b>	A document giving details of the contract between a person and an Insurer.
<b>Premium</b>	The amount of money charged for insurance cover excluding insurance premium tax (IPT), fees and any optional extras you choose.
<b>Road Traffic Act/s</b>	Any acts (including the Road Traffic Act 1991), laws or regulations, as amended, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Statement of Insurance</b>	The document recording the information you've provided at the start and renewal of your Policy and it's important that it's correct
<b>Third Party</b>	Usually another person involved in an incident, accident or claim, but it can refer to any person not party to this contract. This contract is between you and the Insurer.
<b>Total Loss</b>	If your Motorcycle can't be repaired or the cost of repair is uneconomical, your Motorcycle will be declared a Total Loss. This is commonly called a "write-off".

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

<b>We/Us/Our</b>	Hastings Insurance Services Limited trading as Hastings Direct on behalf of the Insurer identified on your Certificate of Motor Insurance.
<b>You/Your</b>	The person named as the policyholder on the schedule of insurance.

# Section 1

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

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

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

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

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

# Section 2

## Damage or loss caused by fire or theft

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

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

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

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

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

### You're not covered for:

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

- Loss or damage if someone claiming to be a buyer or agent takes possession of your Motorcycle deceitfully.
- Your Motorcycle being repossessed by its rightful owner or having to pay compensation to the owner.
- Any amount greater than the manufacturer's last list price for replacing any part or Accessory lost or damaged.
- Repairs or replacements unrelated to your claim that improve the condition of your Motorcycle.
- Loss or damage as a result of your Motorcycle being ridden or used without your permission by a member of your family or household unless the incident is reported to the police and you send us the crime reference number.
- Costs of importing parts or Accessories or storage costs caused by delays, where the parts or Accessories aren't available from current stock in the UK.
- Loss or damage caused by an inappropriate type or grade of fuel being used.
- Loss or damage as a result of malicious damage or vandalism, where the police refuse to issue a crime reference number. Please note that having a crime reference number doesn't guarantee we'll settle a claim.
- Any additional damage resulting from your Motorcycle being ridden after an accident.
- Loss of or damage to helmets and protective clothing. Your inclusive Helmet and Leathers insurance does cover loss or damage to motorcycle clothing as a result of a motorbike accident. See the inclusive benefits section for details.
- Loss of or damage to any Accessories that are stolen if your Motorcycle is not stolen at the same time.
- Loss or damage resulting from the legal confiscation of your Motorcycle by HM Revenue and Customs, the police, a local authority or any other government authority.

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

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

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

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

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

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

## Repairs and replacement parts

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

### Costs you may have to pay:

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

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

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

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

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

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



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

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



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

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



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

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

### **Ownership**

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

# Section 3

## Legal responsibility to others (Third Parties)

### What's covered

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

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

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

### Riding other Motorcycles

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

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

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

### **Other people who are covered**

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

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

### **Legal costs**

Following a claim covered by this Policy and if your Insurer agrees it's in their interest to do so, which is entirely their decision, they'll pay reasonable legal costs and expenses for:

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

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

### **Emergency medical treatment**

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

### **What's not covered under section 3:**

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

## Section 4

### Using your Motorcycle at home and abroad

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

### Compulsory minimum cover outside the UK

This Policy also provides the minimum level of cover required by the relevant law to enable you or any person named on the Certificate of Motor Insurance, to ride or use your Motorcycle in any country in the European Union (EU). This also applies to any other country that agrees to follow EU directives on motor insurance and is approved by the Commission of the European Union.

### Full Policy cover abroad

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

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

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

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

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

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

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

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

### **What to take if you drive aboard:**

- Have a copy of your Certificate of Motor Insurance and this Policy document with you.  
You can find both in MyAccount: **[www.hastingsdirect.com/MyAccount](http://www.hastingsdirect.com/MyAccount)**
- You don't need a Green Card to travel in the EU and the countries listed above.

## Section 5

### No claims discount (NCD)

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

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

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



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

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

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

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

#### At renewal

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

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

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

## Section 6

### Uninsured driver promise

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

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

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

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

# General exceptions

## Your Policy doesn't cover the following:

### 1. Use of your Motorcycle

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

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

These exclusions don't apply if your Motorcycle is:

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

### 2. Contractual liability

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

### 3. Theft claims

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

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



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

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

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

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

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

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

#### **6. Radioactivity**

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

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

#### **7. War**

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

#### **8. Riot**

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

#### **9. Terrorism**

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

## **10. Use on airfields**

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

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

## **11. Pollution**

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

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

## **12. Deliberate acts**

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

## **13. Confiscation**

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

## **14. Pressure waves**

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

# General conditions

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

## 1. Making claims

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

You, or any insured, must:

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

### **Your Insurer has the right to:**

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

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

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

## 2. Other insurance

We will not pay any claim if the loss, damage or liability is covered wholly or in part under another insurance policy.

### 3. Caring for your Motorcycle

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

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

### 4. Non-payment of premiums

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

## 5. Keeping your policy up to date

Your Insurer **may be entitled to refuse** the cover described in this Policy unless you answered all questions truthfully to the best of your knowledge, when you applied for, amended or renewed this insurance. This includes questions about any other person covered by this insurance. Your schedule and Statement of Insurance show the answers you've provided and you can find these in **MyAccount**. **If any of the details are incorrect, you must let us know as soon as possible after receiving your documents or being notified they're in MyAccount.**

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

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

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

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

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

Some changes may result in an amendment fee being charged; see 'our fees' in your cover summary for more details.

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

## 6. Fraud

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

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

Then, depending on the circumstances:

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

## 7. Victim of crime

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

## 8. Documents we may ask for

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

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

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

## 9. Vehicle modifications

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

## 10. Voluntary use

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

## 11. Where you live

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

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

# Cancellations

This section contains important notes about your rights, plus ours and your Insurer's rights of cancellation. To cancel this Policy you should contact our customer services team. The telephone number is at the front of this document. If your Premier insurance Policy is cancelled by you, your Insurer or us then all cover provided by the inclusive benefits will also be cancelled.

## Claims

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



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

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

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

## Your rights to cancel this Policy

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

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

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

- If you tell us you want to cancel the Policy **before the cover starts**, you'll be entitled to a full refund of the Insurer Premium minus our non-refundable fees



- If you or we cancel the Policy **within the 14 day cooling off period**, we'll refund the Premium on a pro-rata basis for the Period of Cover that hasn't been used minus our non-refundable fees
- If you or we cancel the Policy **at any other time**, we'll refund the part of the Premium on a pro rata basis for the Period of Cover that hasn't been used, minus our after 14-day cancellation fee and our other non-refundable fees.

You can find a list of our fees in your cover summary and on our website [www.hastingsdirect.com](http://www.hastingsdirect.com).

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

## **Our rights to cancel your Policy**

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

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

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

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

### **Cancellation with immediate effect**

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

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

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

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

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

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

# **Your Hastings Premier inclusive benefits**

# Welcome to your Hastings Premier inclusive benefits

Your Hastings Premier Motorcycle policy includes two inclusive insurance policies, as standard; Motor Legal Expenses Insurance and Helmet and Leathers cover. They form part of your policy but are underwritten by different insurers to your motorcycle insurance and have their own terms and conditions.

This section includes the details of these policies, please read it carefully so you know what you're covered for.

## To claim please call the numbers below

### Motor Legal Expenses Insurance

#### Road Traffic Accident related claims

**0333 321 9800**

Lines are open: 8am - 8pm Monday to Friday,  
10am - 8pm Saturday and 10am - 5pm on Sunday.

#### Defence of prosecution claims and legal helpline:

**0344 770 1051**

Lines are open 24 hours a day; throughout the year.

### Helmet and Leathers Insurance

Contact: The Claims Administrators, Roger Rich & Company.

**01608 641351**

Lines are open: Monday to Friday 9am – 5.30pm.

Calls to 0344 numbers cost no more than calls to numbers starting with 01 or 02 and are included in inclusive minutes and discount schemes in the same way. If you don't have an inclusive minute plan, calls are typically charged between 2p and 40p per minute. Check with your network provider.

# Motor Legal Expenses Insurance

## **This policy covers you for:**

- Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident
- Legal expenses to defend you in a prosecution for motoring offences
- 24/7 legal advice.

Please read these terms, conditions and exclusions carefully so that you understand what you're covered for.

**Period of cover:** As long as your premium is paid, your legal expenses cover is valid for the same duration as your motor insurance policy. Check your Cover Summary for the effective dates.

**Who is covered:** This cover applies to the policyholder. It also extends to any authorised rider and passenger for recovery of losses and personal injury not covered by your motor insurance policy.

**What is covered:** This policy covers legal costs up to a maximum of £100,000 to recover losses not covered by your motor insurance and to pursue compensation for personal injury if you're involved in a Road Traffic Accident that's not your fault. Damages will be claimed against those whose negligence caused the Road Traffic Accident. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence.

**Prospects of success:** We provide cover when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

This insurance cover is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc and arranged and administered by Carpenters Limited.

# How to claim

Call us on the numbers below as soon as you know of any potential claim and before you take any action yourself.

**Road Traffic Accident related claims:**

**0333 321 9800**

Lines are open: 8am - 8pm Monday to Friday,  
10am - 8pm Saturday and 10am - 5pm on Sunday.

**Defence of prosecution claims and legal helpline:**

**0344 770 1051**

Lines are open 24 hours a day; 365 days a year.

If your situation isn't covered under this insurance, the legal Advisers may be able to help you under a private funding arrangement where you pay their fees.

# Meaning of words

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

<b>Administrator</b>	Carpenters Limited who arrange and administer this insurance.
<b>Adviser</b>	Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another legal representative nominated by you.
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.
<b>Conditional Fee Agreement</b>	An agreement between you and the Adviser, or between us and the Adviser, under which the Adviser will charge you, or us, for their fees.
<b>Conflict of Interest</b>	There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.
<b>Cover Summary</b>	The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.
<b>Indemnity</b>	Compensation for loss, damage or injuries.
<b>Instructed Advisers' Costs</b>	The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.
<b>Insured Incident</b>	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 or events that happened at the same time as part of the same incident.
<b>Insured Period</b>	The duration of your motor insurance policy, shown on your Cover Summary.
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against a judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle.

<b>Pleas in Mitigation</b>	A Plea in Mitigation is an opportunity to provide information that may help you when the court is deciding on the sentence for a motoring offence.
<b>Positive Outcome</b>	A Positive Outcome following Legal Action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.
<b>Road Traffic Accident</b>	A Road Traffic Accident in the countries listed in Territorial Limits involving the Vehicle during the Insured Period which isn't your fault and for which another known insured party is at fault.
<b>Territorial Limits</b>	Any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.
<b>Underwriter</b>	Allianz Legal Protection, a trading name of Allianz Insurance plc.
<b>Vehicle</b>	The Vehicle covered by your certificate of insurance, including a trailer being towed by it.

**The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:**

<b>We/Us/Our</b>	Allianz Legal Protection, a trading name of Allianz Insurance plc.
<b>You/Your</b>	The policyholder plus, in cases of personal injury, the authorised rider and passenger for recovery of losses not covered by your motor insurance.



# Terms of cover

If a claim is accepted under this insurance, we'll appoint our panel solicitors, or their agents, to handle your case.

You're not covered for any other legal representatives' fees unless it's necessary to start court proceedings or a Conflict of Interest arises. If either of these circumstances arise and you want to use a legal representative of your own choice, you'll be responsible for costs above the Instructed Advisers' Costs.

## **This insurance covers Advisers' Costs up to the maximum of £100,000 where:**

- The Insured Incident takes place during the Insured Period and within the Territorial Limits
- The Legal Action takes place within the UK or EU.

This insurance doesn't provide cover where something you do, or fail to do, prejudices your position or the position of the Underwrites in connection with the Legal Action.

## **Your motor legal expenses insurance explained**

### **Recovery of losses and personal injury not covered by your motor insurance**

#### **What's covered**

Up to £100,000 of legal costs to pursue damages arising from a Road Traffic Accident which causes:

- Death or injury to an insured person travelling in, or getting into or out of, your Vehicle
- Damage to the Vehicle or personal property not covered by your motor insurance
- Out of pocket expenses such as loss of your insurance policy excess, courtesy car hire and other costs including applications for payment under agreements funded by the Motor Insurers' Bureau (MIB).

If the Legal Action is to be decided by a court in England or Wales and the damages you're claiming are above the small claims court limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if you fail to recover the damages. This means that, win or lose, you won't have to pay any fees.

## **Personal injury claims**

If the damages you're claiming are below the small claims limit, Advisers' Costs will be covered as long as they're not more than the amount in dispute.

### **What's not covered**

- Stress, psychological or emotional injury unless it arises from you suffering physical injury
- Claims relating to an agreement you've entered into with another person or organisation offering legal advice.

## **Motor prosecution defence**

### **What's covered**

- Legal costs to defend a case dealing with a motoring offence committed while using the insured Vehicle
- Pleas in Mitigation, in certain circumstances, these may be put to a court to request leniency. These are covered where there is a 51% or better prospect of success.

### **What's not covered**

- Parking offences
- Alleged road traffic offences where you didn't hold, or were disqualified from holding, a driving licence
- Road traffic offences for which you are being prosecuted for driving while under the influence of alcohol, drugs or other substances, whether prescribed or not
- Advisers' Costs: if you're 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
- Motoring prosecutions where your motor insurers have agreed to provide your legal defence.

# General exclusions

## You're not covered

- If the Insured Incident happened before you bought this insurance
- If 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
- If Advisers' Costs haven't been agreed in advance or exceed those for which we've given our prior written approval
- For Advisers' Costs incurred by avoidable correspondence or which are recoverable from a court, tribunal or other party
- For claims made by or against the Underwriter, us or the Adviser
- For any claim arising from racing, rallies, track days including on de-restricted toll roads such as the Nurburgring, competitions, off-road events, trials, or when your Vehicle is driven on an airfield
- For an application for Judicial Review, which reviews the legality of a legal decision or action.
- If you start an appeal without our prior written consent
- For any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you've deliberately misled the Adviser
- If you were disqualified from driving, did not hold a valid driving licence or the Vehicle didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the Insured Incident
- For disputes between the Adviser and any other party which only relate to the level of Advisers' Costs
- For your own solicitor's costs where your claim is being pursued under a Conditional Fee Agreement
- Where your Advisers' estimated costs are greater than the amount in dispute, (except in relation to claims for losses not covered by your motorcycle policy)
- If your motor insurer rejects or cancels your motor insurance policy or refuse indemnity.

# General conditions

## Claims

- 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 claim'
- We'll appoint the Adviser to act on your behalf
- We may investigate the claim and take over and conduct the Legal Action in your name subject to your consent (which mustn't be unreasonably withheld) and we may reach a settlement of the Legal Action
- You must supply, at your own expense, all the information which we reasonably ask for 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've elected to use a legal representative of your own choice you will be responsible for any Advisers' Costs in excess of our Instructed Advisers' Costs  
The Adviser must represent you in accordance with our standard conditions of appointment which are available on request.

### The Adviser must:

- Provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained without charge
- Keep us fully informed of all developments and provide any information as we may require.
- Keep us regularly informed/updated of costs incurred
- Tell us of any offers to settle and payments into court. If, against our advice, such offers or payments aren't accepted there will be no further cover for Advisers' Costs unless we agree, in our absolute discretion, to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if we ask for them
- Attempt to recover costs from third parties
- Agree not to submit a bill for Adviser's costs to the Underwriter until the conclusion of the Legal Action
- If there is a dispute about costs, we may require you to change Adviser
- Your Underwriter will only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success
- You must supply all information requested by the Adviser and us
- If you withdraw from the Legal Action without our prior consent you will be responsible for any Advisers' Costs. Any costs already paid by us must be repaid by you
- You must instruct the Adviser to provide us with all the information that we ask for and report to us as we ask, at their own cost.

## **1. Disputes**

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

## **2. Prospects of success**

We cover costs when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

Examples of a Positive Outcome are:

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

## **3. 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.

## **4. English law**

This contract is governed by English law unless otherwise agreed

## **5. Language**

All communications will be in English.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

This cover is included in your Hastings Premier motorcycle policy, so it can't be cancelled separately.

You've got the right to cancel your Hastings Premier policy, to which this cover is attached, 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. This is called the 'cooling-off period'.

You can also cancel your Hastings Premier policy at any time after the initial 14 day period detailed above, by giving notice to Hastings Direct. A cancellation fee may apply.

When you cancel your Hastings Premier policy, to which this cover is attached, this policy will also be cancelled.

## Our rights to cancel your policy

We may give you seven days' notice of cancellation, if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you are paying in instalments by direct debit, you fail to pay Hastings Direct
- You don't keep to the terms and conditions of this policy in any significant way
- You don't co-operate with our representatives/advisers
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this insurance
- You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy
- We're prevented from providing cover under this policy by law or other reason
- You repeatedly or seriously break the terms of this policy.

If your Hastings Premier policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a full refund of the insurer premium minus any applicable cancellation fee.
- Within the 14 day cooling off period, you'll receive a refund of the insurer premium for the cover you haven't used minus any applicable cancellation fee.
- At any other time, you'll receive a pro-rata refund of the insurer premium for the cover you've not used minus any applicable cancellation fee.
- If you've made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments under a loan arrangement and a claim has been made, you'll have to pay the balance of the annual premium plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

## **We may cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your motorcycle insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

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

# 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](http://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](mailto: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](mailto: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

We want to give you a high level of customer service, if you're not happy about something please tell us. For complaints about the administration of your policy please contact the Administrator: [lei@carpenters-law.co.uk](mailto:lei@carpenters-law.co.uk) Tel: 0800 0940 010.

Carpenters Limited, Leonard House, Scotts Quays, Birkenhead CH41 1FB.

For any other complaints about your policy, please contact us: [alpcomplaints@allianz.co.uk](mailto:alpcomplaints@allianz.co.uk)  
Tel: 0345 0700 886 Customer Satisfaction Manager, Allianz Legal Protection, Allianz - ALP, PO Box 10623, Wigston LE18 9HJ

If you're not satisfied with our final response, you may refer the matter to the Financial Ombudsman. E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Tel: 0800 023 4567  
Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

## Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information is available at: [www.fscs.org.uk](http://www.fscs.org.uk) or call: 0800 678 1100.

## Authorisation and regulation

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No. 84638), Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Allianz Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW and postal address: Allianz - ALP, PO Box 10623, Wigston LE18 9HJ.

# Helmet and Leathers insurance

This policy covers you for loss or damage to your Motorcycle Clothing as the result of a motorcycle accident.

To qualify for this insurance you must:

- Pay the premium for your Hastings Premier motorcycle insurance policy and;
- Be under 83 years old.

## What's covered

If you have an accident while riding the Insured Motorcycle in the United Kingdom (UK), you're covered for loss of or damage to, your Motorcycle Clothing, up to £750.

Items included:

- Protective clothing (leathers)
- Helmet
- Helmet camera
- Boots
- Gloves

You're also covered while on trips of up to 90 days to countries in the European Union plus Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

## What's not covered

We won't pay:

- To Motorcycle Clothing when riding any motorcycle not insured under this Hastings Premier Motorcycle policy
- To a passenger's Motorcycle Clothing
- Caused by Wear And Tear, corrosion, rot of any kind, woodworm, fungus, mildew, moths or mechanical or electrical breakdown
- As a result of theft or accidental damage (unless caused by a motorcycle accident)
- That occurs during racing, competitions, rallies, trials, speed testing, off-road or track days including de-restricted toll roads such as the Nurburgring
- That happens when you're on business other than daily commuting travel between your normal residence and place/s of work
- While you're providing courier and/or messenger services
- While you're riding your motorcycle for hire or reward or using it for demonstration or transport reasons in the motor trade
- Due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.

- Due to ionising radiation or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Due to the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

## How to claim

Please get in touch as soon as possible after the motorcycle accident quoting the appropriate unique market reference below. This will help us and the Claims Administrators deal with the claim as efficiently as possible.

Contact: Roger Rich & Company,  
Chartered Loss Adjusters, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR.  
E-mail: [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk)  
Telephone: 01608 641351  
Opening hours: Monday – Friday 9am – 5.30pm.

## Unique market reference

As part of the procedures in the Lloyd's insurance market, all policies underwritten by Lloyds have to be identified by a unique market reference (UMR). If you need to make a claim you should quote the relevant UMR. These are the UMRs that relate to your policy.

Year policy started or renewed	Unique marketing reference (UMR)
2017/2018	B6839A10720DAA
2019/2020	B6839A10720EAA

## How we pay claims

- We'll either:
  - Pay the cost of repairing the Motorcycle Clothing, or;
  - If it's damaged beyond repair, replace it with a new item (in the same form and style).
- An amount for Wear And Tear of leathers, boots and gloves will be deducted from the amount we pay for your claim, and this amount will be at our sole discretion
- Apart from gloves and boots, we won't pay the cost of replacing any undamaged Motorcycle Clothing that forms part of a pair or set of the same type, colour or design
- You must send us, at your own expense, any proof of purchase, receipts or information we ask for.

## Our rights after a claim

You mustn't abandon any damaged Motorcycle Clothing. We may take possession of the damaged items and deal with their disposal in a reasonable manner.

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.

# Meaning of words

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

<b>Claims Administrators</b>	Roger Rich & Company, who handle claims on behalf of the insurer.
<b>Cover Summary</b>	The document which describes the level of cover you have bought plus any other details of your policy that are specific to you.
<b>Insured Motorcycle</b>	The motorcycle defined in your Cover Summary.
<b>Motorcycle Clothing</b>	Leather/protective motorcycle clothing, boots, gloves, helmet and helmet camera that you own or are legally responsible for while being worn by you.
<b>Policyholder</b>	The person who has entered into this contract of insurance.
<b>United Kingdom</b>	Great Britain (England, Scotland, Northern Ireland and Wales), the Isle of Man and the Channel Islands.
<b>Wear And Tear</b>	Damage that naturally and inevitably occurs over time, as a result of normal use or ageing.

**The definitions below also have the same meanings throughout this document, even when they don't start with a capital letter:**

<b>We/Us/Our/Insurer</b>	Lloyd's Syndicate 4444 managed by Canopius Managing Agents Limited.
<b>You/Your</b>	The Policyholder stated on the Cover Summary.

# General conditions

## Take care of your Motorcycle Clothing

You must keep your Motorcycle Clothing in a good state of repair and take care to prevent loss or damage.

## Tell us about any changes

You must tell us, or Hastings Direct, immediately about any changes to the information you've already provided. For example, please let us, or Hastings Direct, know of any changes to the status of your licence, your address, your Insured Motorcycle, your job or what you use your motorcycle for. If you're not sure if the information is relevant, check with Hastings Direct customer services team or us. If you don't tell us about relevant changes, your insurance may not cover you.

## Fraud and misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that you don't have to pay for other people's dishonesty.

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

- Knowingly provide information to us that is not true
- Mislead us in any way
- Make a claim under the policy knowing it to be false or exaggerated in any respect
- Submit a document, in support of a policy or claim, knowing the document to be forged or false in any respect
- Make a claim for any loss or damage caused by your wilful act or with your knowledge.

Then, depending on the circumstances:

- We may refuse to pay the claim to which the alleged fraud or falsehood relates. We may also be entitled to cancel the policy without refunding your premium
- We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim
- We may inform the police about your claim.

# Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact Hastings Direct.

## Your rights to cancel this policy

This cover is included in your Hastings Premier motorcycle policy, so it can't be cancelled separately.

You've got the right to cancel your Hastings Premier policy, to which this cover is attached, 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. This is called the 'cooling-off period'.

You can also cancel your Hastings Premier policy at any time after the initial 14 day period detailed above, by giving notice to Hastings Direct. A cancellation fee may apply.

When you cancel your Hastings Premier policy, to which this cover is attached, this policy will also be cancelled.

## Our rights to cancel your policy

We may give you seven days' notice of cancellation, if we have a valid reason. We, or Hastings Direct, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled.

Valid reasons may include but are not limited to:

- You fail to pay the premiums, or if you are paying in instalments by direct debit, you fail to pay Hastings Direct
- You don't keep to the terms and conditions of this policy in any significant way
- You don't co-operate with our representatives/advisers
- You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy
- You refuse to allow reasonable access to your vehicle and any information which we require in order to provide the services you've requested under this policy
- We're prevented from providing cover under this policy by law or other reason
- You repeatedly or seriously break the terms of this policy.

If your Hastings Premier policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- Before the cover starts, you'll be entitled to a full refund of the insurer premium minus any applicable cancellation fee
- Within the 14 day cooling off period, you'll receive a refund of the insurer premium for the cover you haven't used minus any applicable cancellation fee
- At any other time, you'll receive a pro-rata refund of the insurer premium for the cover you've not used minus any applicable cancellation fee

- If you've made a claim during the Insured Period, no refund of the premium will be given.

If you're paying by instalments under a loan arrangement and a claim has been made, you'll have to pay the balance of the annual premium plus the applicable cancellation fee. You'll also have to pay any interest and fees due under your Consumer Credit Agreement.

## We may cancel without giving you any notice

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or Hastings Direct, have the right to cancel your policy without giving you notice and without refunding your premium.

If your motorcycle insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

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

## 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](http://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](mailto: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](mailto: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

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

For complaints unrelated to a claim contact Hastings Direct Insurance Services Limited:  
Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW  
Tel: 0333 321 9677. Email: [customerrelations@hastingsdirect.com](mailto:customerrelations@hastingsdirect.com)

For complaints about a claim contact: Roger Rich & Company,  
Chartered Loss Adjusters, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5SR.  
Email: [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk)  
Tel: 01608 641351  
Opening hours: Monday – Friday 9am – 5.30pm.

If you're not satisfied by the responses from Hastings Direct Insurance Services Limited, or Roger Rich & Company, you can contact Canopus via Lloyd's:  
Complaints at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN  
Tel: 020 7327 5693. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedure are set out in the leaflet 'Your Complaint - How We Can Help', which is available at <http://www.lloyds.com/complaints>. Alternatively, you can ask Lloyd's for a printed copy.

If you're not satisfied with our final response you have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:  
Financial Ombudsman Service, Exchange Tower, London E14 9SR.  
Tel: 0800 023 4567 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Opening Hours: Monday – Friday 8am – 8pm; Saturday 9am – 1pm.  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **About your contract of insurance**

This document and your Cover Summary 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 anyone else's permission.

In exchange for you paying the premium for your motorcycle insurance policy, you're insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of your policy.

### **Confirmation of cover**

This policy wording and your Cover Summary are issued to you by Hastings Direct Insurance Services Limited, as an agent of the insurer. This cover is identified by the unique market reference number (UMR) shown in the 'How to claim' section of this booklet.

### **Law**

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications will be conducted in English.

### **The administrators**

This insurance is arranged and administered by Hastings Direct Insurance Services Limited on behalf of the insurer.

### **The Claims Administrators**

Claims are handled by Roger Rich & Company on behalf of the insurer.

## **The Insurer**

Canopus Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopus Managing Agents Limited is registered in England and Wales number 01514453. Registered Office: Gallery 9, One Lime Street, London, EC3M 7HA.

## **Financial Services Compensation Scheme**

The insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if the insurer is unable to meet its obligation to you under this contract.

Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Several liability**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## **Sanctions**

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# **Your insurance policy terms and conditions**

## About your contract with us

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

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

## What is the service we provide?

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

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

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

## What you pay for our services

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

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

## Our fees

The administration fees shown in your cover summary are for our services only. Each fee must be paid at the time the transaction is made and is non-refundable.

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

## Payments and refunds

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

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

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

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

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

If you pay for any adjustments to your premium by direct debit, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.



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

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

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

## **Our arrangements with websites**

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

## **Ownership and close links**

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

If we have arranged your insurance with Advantage Insurance Company Limited, 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.

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

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

## Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 311492. You can check our registration on the FCA's register by visiting their website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

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

## Your privacy and security

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

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

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

Data Protection Team  
Hastings Insurance Services Limited, Conquest House,  
Collington Avenue, Bexhill-on-Sea TN39 3LW  
Email: [dataprotection@hastingsdirect.com](mailto:dataprotection@hastingsdirect.com)



# Things you need to know

## Keeping your Policy up to date

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

Changes to your Policy will be subject to your Insurer agreeing to them. Some amendments may not be acceptable, or may result in different terms, extra costs and/or fees. In some cases the additional cost could be significant.

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



Contact our customer services team to make changes to your policy.  
Their details are at the front of this booklet.

### **You must tell us immediately if:**

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

### **Please also tell us about these before they happen:**

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

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

This Policy doesn't cover any non-standard parts (modifications). If you make a claim for loss or damage to your Motorcycle, your Insurer will only pay the cost of replacing parts needed for your Motorcycle to meet the manufacturer's standard specification.

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

## When you renew your Policy

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

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

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

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

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

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

## Renewing your policy

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

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

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

If you want to accept a renewal offer, you must take reasonable care to ensure that your information contained in the Policy is correct and up to date for all Motorcycle/s. See the previous section about contacting our customer services team if anything has changed.

Each renewal of the Policy represents a new contract of insurance, starting on the date shown on your renewal schedule.

## Automatic renewal

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

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

- You've previously told us you don't want us to automatically renew your Policy
- Our panel of insurers won't insure you for another year
- You've got an outstanding debt on your current Policy.

**If you don't want to renew your Policy, or wish to opt out of the automatic renewal process, please let us know before your renewal date by contacting our customer services team.**

## **After renewal**

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

If you pay annually but don't leave your credit/debit card details with us, so that we can automatically renew your policy, you'll enter into a new contract of insurance on the day you renew and your premium will be due on this date. You must contact us on your renewal date to pay the premium.

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

## How to make a complaint

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

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

Call: **0333 321 9677**

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

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

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

### Financial Ombudsman Service

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

Their contact details are:

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

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

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

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

## Important numbers

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

Or from outside the UK call: **00 44 1424 738 585** (24 hours a day, 365 days a year)

If you need to send us more information about your claim (such as photos of the damage) you can email us: **Email: [motorclaims@hastingsdirect.com](mailto:motorclaims@hastingsdirect.com)**

## Your inclusive Motor Legal Expenses Insurance

### Road Traffic Accident related claims **0333 321 9800**

Lines are open: 8am - 8pm Monday to Friday,  
10am - 8pm Saturday, 10am - 5pm Sunday.

### Defence of prosecution claims and legal helpline **0344 770 1051**

Lines are open 24 hours a day; throughout the year.

## Other useful contact details

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

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

Chat to our customer services team: **[www.hastingsdirect.com/contact-us](http://www.hastingsdirect.com/contact-us)**