



Your Policy Wording

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Policy Wording

Introduction to eBike

eBike is the first direct Motorcycle broker to offer You full online administration of Your Motorcycle insurance.

eBike offer market leading cover and through their website allow You revolutionary flexibility and control over Your Policy.

By logging onto www.ebikeinsurance.co.uk You can view Your Policy details, carry out changes, and renew Your Policy online. You will need to enter Your Policy number and email address to access Your Policy record. You can find Your Policy number on Your Policy documents.

eBike is a trading style of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216). Brightside Insurance Services Ltd registered in England and Wales number: 04137311. Registered Office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

We are pleased You have arranged Your Motorcycle insurance through eBike.

Get in touch

eBike Customer Services: http://www.ebikeinsurance.co.uk/contactform_new.php

Claims Helpline: **0333 414 9075**

Breakdown Assistance Helpline: **0845 125 2890**

eBike, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL

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Introduction to Your Contract of Insurance

This document along with Your Certificate of Motor Insurance, Motor Policy Schedule and Statement of Information form Your contract of insurance.

In return for You paying or agreeing to pay the premium, We will provide cover, subject to the terms, exceptions, exclusions, conditions and Endorsements contained in or endorsed upon this Policy for cover shown in Your Motor Policy Schedule for accident, injury, loss of damage that happens during the Period of Insurance.

This contract of insurance is based on the information You gave Us when taking out cover that is confirmed in the Statement of Information. Please carefully read all the documents that form Your contract of insurance and make sure it meets with Your requirements. If, at any stage You would like to receive a new copy of Your Policy Wording, please view or download by clicking on 'Policy Wording' from the eBike website, www.ebikeinsurance.co.uk. If You have any concerns with this Policy, or You do not understand it or any terms or conditions contained in it, You should e-mail Us by visiting http://www.ebikeinsurance.co.uk/contactform_new.php immediately.

Your Motorcycle Policy is made up of 3 parts.

Part A refers to Your Motorcycle Insurance Policy.

Part B refers to Your Accident Assistance & Legal protection, provided by DAS Legal Expenses Insurance Company Limited.

Part C refers to Your Breakdown Assistance Policy provided by Collinson Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Please note: Part C is only applicable if indicated in Your Motor Policy Schedule.

Please keep this Booklet in a safe place as You may need to refer to it if You need to make a claim.

Your Cancellation Rights - Cooling Off Period

You have the right to cancel this contract of insurance, as well as Motor Legal Expenses and Breakdown Cover (if applicable) without giving any reason, within 14 days of receiving the Policy documents or the start date of the Policy, whichever is later.

If you exercise Your right to cancel during this initial period of cover, You will be entitled to a refund of premium paid, excluding Pay as You Go policies, provided cover has not yet commenced, that You have not made a claim, or a claim having been made against You). If cover has commenced any refund (excluding Pay as You Go Policies) will be subject to a deduction for the time You have been covered and for and for the charges shown in the eBike Terms of Business. All administration fees and charges are detailed in full in the eBike Terms of Business.

Part A - Your Motorcycle Insurance Policy

eBike are pleased to welcome You as a policyholder

Your Motorcycle insurance is underwritten by:

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

This Policy is a contract solely between Ageas and You. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this Policy in favour of any Third Party.

Your Motorcycle insurance contract is made up of 4 documents that should be read together.

- This insurance Policy Wording
- The Motor Policy Schedule
- The Certificate of Motor Insurance
- The Statement of Information

Please check these documents and inform Us immediately if any of the details are incorrect.

If You have any questions concerning Your insurance, please email Us by visiting:

http://www.ebikeinsurance.co.uk/contactform_new.php

If You need to make a claim You can contact Our 24 hour, 365 days-a-year helpline on

0333 414 9075.

Please note that You must report all incidents to Us as soon as reasonably possible, even if You are not claiming.

Definition of Terms

Throughout this Policy the following words and phrases have the meaning set out below wherever they appear:

Accessories/Accessory

Additional or supplementary part(s) of Your Motorcycle not directly related to its function as a Motorcycle.

Approved Repairer

A motor vehicle repairer approved by eBike and authorised to repair Your Motorcycle following a claim under Section One of this Policy.

Certificate of Motor Insurance

Legal evidence of Your insurance. It shows the Motorcycle(s) We are insuring, who may ride Your Motorcycle(s), what the Motorcycle(s) may be used for and the Period of Insurance.

Endorsement

An extra or alternative wording that changes the terms of Your Policy. The Endorsements, which may apply are contained within Your Policy Wording and shown in Your Motor Policy Schedule.

Excess

The amount You will have to pay towards any claim if Your Motorcycle is lost, stolen or damaged.

Fire

Fire, self ignition, lightning and explosion.

Garage / Garaging

A Garage is classed as a permanent locked structure constructed from brick or concrete walls and with a roof.

Green Card

An International Motor Insurance Card.

Indemnity, Indemnify

The Insurers agreement to deal with a claim under the terms of this insurance.

Insured/Policyholder/You/Your/Yourself

The person or persons named in the Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

Insurer/We/Our/Us

Ageas Insurance Limited

Market Value

The cost of replacing Your Motorcycle at the time of loss or damage, taking into account it's make, model, age, mileage and condition. This shall not exceed the estimate of value that You last gave Us.

Motorcycle

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.

Motor Policy Schedule

The Motor Policy Schedule should be read in conjunction with the Policy. It provides details of Your Motorcycle, cover, Endorsements, premium and any Excess that may apply to Your Policy. The Schedule is part of the Policy and must be read in conjunction with it.

Period of Insurance

The period of time covered by this Policy as shown in the Motor Policy Schedule.

Permitted riders

Any person permitted to ride as described under the section of Your effective Certificate of Motor Insurance headed "Persons or classes of person permitted to ride".

Policy

This Policy Wording, the Motor Policy Schedule, Statement of Information and Certificate of Motor Insurance.

Renewal

An invitation to continue the Policy.

Statement of Information

A record of statements that You have made and information You have confirmed to Us.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

Theft

Theft or attempted Theft.

Third Party

Any party other than You involved in an incident with Your Motorcycle.

Your Motorcycle

Any Motorcycle for which You have a current Certificate of Motor Insurance and covered under this Policy.

These include radios that form an integral part of the Motorcycle, top boxes, tank bags and other luggage carriers while fitted to Your Motorcycle.

Details of Policy cover

Comprehensive

Operative Sections: All sections of this Policy

Third Party Fire and Theft

Operative Sections: Section 1 only applies only for loss or damage caused by Fire or Theft. Sections 2, 3, 4 and 5 apply.

Third Party Only

Operative Sections: Sections 2, 3, 4 and 5 apply.

Fire and Theft Only (Laid Up Cover)

Operative Sections: Section 1 only applies for loss or damage caused by Fire or Theft. Section 5 is also operative.

Additional Covers

Operative Sections: Please see parts B & C of Your Policy.

Section 1. Loss of or Damage to Your Motorcycle

Loss of or Damage to Your Motorcycle

In the event of damage to Your Motorcycle resulting from accident, Fire or Theft We will at our discretion either:

- pay for Your Motorcycle to be repaired;
- replace Your Motorcycle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to Accessories and spare parts relating to Your Motorcycle while these are on Your Motorcycle.

The most We will pay is the Market Value of Your Motorcycle (Subject to Policy limitations) at the time of the loss or damage. We will not pay more than the amount for which You insured them.

If, to Our knowledge, Your Motorcycle is subject to a hire purchase, finance or leasing agreement, any payment will be made to the owner described in that agreement and whose receipt of payment will be a full and final discharge to Us.

If a replacement for any damaged Accessory or part of Your Motorcycle is not available We will pay the value of the Accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the Accessory or part. If such list price is not available the most We will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent Accessory or part.

We may use Accessories or parts, which are not made or supplied by the manufacturer of Your Motorcycle but are of a similar type and quality to the parts We are replacing.

We reserve the right to replace any parts with a part that is standard to the manufacture of the Motorcycle.

We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any Accessory or part into the United Kingdom.

We will retain at Our discretion, the right to the salvage of a Motorcycle following a total loss for disposal in accordance with the Association of British Insurers Codes of Practice.

Accident Recovery

If Your Motorcycle is disabled through loss or damage insured under this Policy We will pay:

- the reasonable cost of protection and removal to the nearest repairers; and
- the reasonable cost of delivery to You after repair but not exceeding the reasonable cost of transporting Your Motorcycle to Your address in Great Britain, Northern Ireland, The Channel Islands and The Isle of Man.

New Motorcycle Replacement

We will replace Your Motorcycle with a new Motorcycle of the same make and specification (subject to availability) if Your Motorcycle is less than six months old from the date of first registration as new in Your name:

- any repair cost or damage covered by the Policy exceeds 70% of the list price (including VAT) at the time of purchase; or
- Your Motorcycle is stolen and not recovered.

Replacement is subject to:

- Your Motorcycle being owned by You or having been purchased under a hire purchase agreement (any Motorcycle the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company;
- You being the first registered owner of Your Motorcycle;
- Your Excess.

For full details of any Excesses which may apply to a particular claim, refer to the Endorsements which may apply section shown in this Policy Wording and referred to in Your Motor Policy Schedule.

Exceptions to Section 1 of Your Policy

Your Policy does not cover the following:

1. Loss of use, depreciation, wear and tear.
2. Mechanical, electrical, electronic, computer breakdowns or failures or breakages.
3. Damage to tyres caused by braking or by punctures, cuts or bursts.
4. Loss of or damage to Accessories and spare parts by Theft if Your Motorcycle is not stolen at the same time.
5. Loss of value following repair.
6. Loss or damage arising from Theft whilst the ignition keys of Your Motorcycle have been left in or on Your Motorcycle.
7. Confiscation or requisition or destruction by or under order of any government or public or local authority.
8. Loss of Your Motorcycle by deception of someone who claims to be a buyer.
9. Loss or damage to helmets, gloves, leathers, boots and any other protective clothing or personal belongings.
10. Loss or damage arising whilst Your Motorcycle is being ridden by or in the charge of any person who is under the influence of alcohol or drugs; or has a blood or urine alcohol content in excess of the legal limit or; refuses to supply a breath, blood or urine sample.
11. Loss or damage caused by an inappropriate type or grade of fuel being used.

12. That part of the cost of any repair or replacement which improves Your Motorcycle beyond its condition immediately before the loss or damage occurred.
13. Loss resulting from repossession of Your Motorcycle or restitution to its rightful owner.
14. Loss or damage to Your Motorcycle arising from it being taken by, or ridden by, a person who was not an insured rider under the Policy, but was a member of Your family or household or any other person known to You, unless You can prove that the rider intended to permanently deprive You of Your Motorcycle.
15. Loss or damage to telephone, communication, navigation or television / games equipment of any kind.
16. Any increase in damage as a result of Your Motorcycle being moved under its own power following an incident, Fire or Theft.
17. Damage caused by frost or freezing.
18. Loss or damage caused maliciously or deliberately by any person riding Your Motorcycle with Your permission or agreement.
19. Loss or Theft of keys, remote controls or security devices.
20. Failure or inability of any equipment or any computer programme to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date.
21. Any amount above the cost (or in the case of a vehicle of foreign manufacture the sterling equivalent of the cost) of any parts or Accessories according to the manufacturer's last published list price plus the reasonable cost of fitting.

Section 2 - Liability to Third Parties

Your Liability to Third Parties

We will insure You in respect of all legally liable sums, with Our written consent, in respect of death or bodily injury to any Third Party, or any amount not exceeding £20,000,000 in respect of damage to Third Party property, as a result of an incident caused by:

- (a) Your Motorcycle.
- (b) Any trailer while it is being towed by Your Motorcycle.

In respect of Terrorism, where We are obliged by the Road Traffic Acts to provide insurance, the maximum amount We will pay for damage to property as a result of an incident or incidents caused by Your Motorcycle or Motorcycles ridden or used by You or any other person and for which cover is provided under this section will be the amount required to meet the minimum insurance requirements of the Road Traffic Acts.

We will also pay any expenses for which You have Our written authority to claim.

Liability of Other Persons Riding or Using Your Motorcycle

On the same basis that We insure You under this section, We will also insure the following persons:

- any person You give permission to ride Your Motorcycle provided that Your Certificate of Motor Insurance allows that person to Ride;
- any person You give permission to use (but not ride) Your Motorcycle provided that Your Certificate of Motor Insurance allows such use;
- any passenger on Your Motorcycle, travelling or getting into or out of Your sidecar.

Indemnity to Legal Personal Representatives

In the event of the death of anyone insured under this section, We will protect his/her legal personal representatives against any liability of the deceased persons, if that liability is insured under this section.

Legal Costs

If We give Our prior written agreement, We will pay the fees of the legal representatives We instruct to:

- (a) represent anyone insured under this Policy at any Coroner's Inquest or Fatal Accident Inquiry and to defend proceeding in a Court of Summary Jurisdiction for any incident which might give rise to a claim under part (b) below; and
- (b) defend anyone insured under this Policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving.

This cover for legal fees and expenses only applies if:

- You ask Us to provide the cover and We agree to provide it; and
- the death or deaths giving rise to the proceedings are caused by an incident covered by this Policy.

Exceptions to Section 2

The cover under this section will not apply:

1. If any person insured under this section fails to observe the terms, exceptions and conditions of this Policy as far as they can apply. The cover will also not apply if they can claim under another Policy.
2. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
3. To loss of or damage to property belonging to or in the care of anyone We insure who claims under this section, and to property being conveyed by Your Motorcycle.
4. In respect of damage to any Motorcycle in connection with which Indemnity is provided by this section.
5. To anyone riding Your Motorcycle who has never held a Driving Licence to ride it or who is disqualified from holding or applying for such licence.

Section 3 - Emergency Treatment

Emergency Treatment

We will pay for emergency treatment as required under the Road Traffic Acts. Any payment made under this section will not affect Your No Claims Discount.

Section 4 - Foreign Use

European Union Compulsory Insurance

In compliance with European Union (EU) directives the insurance provided by this Policy will allow the minimum cover required to use Your Motorcycle in:

- any country which is a member of the European Union;
- any other country outside of the European Union which has agreed to follow European Directives approved by the commission of the European Union.

Foreign Use

In addition to this minimum cover the insurance provides the cover shown in the Motor Policy Schedule in any country in the Territorial Limits, subject to Your usual place of residence being in Great Britain, Northern Ireland, The Channel Islands and The Isle of Man. This extension is provided for the purpose of travel only for Social Domestic & Pleasure Purposes only.

Cover under this section includes

- transit by sea or rail in or between countries within the Territorial Limits;
- reimbursement of any customs duty You may have to pay after temporarily importing Your Motorcycle into any country within the Territorial Limits subject to Your liability arising as a direct result of a claim covered under this Policy;

If You need to report a claim calling from outside the UK please contact Our European Claims First Response team on 00 44 1454 636871.

International Motor Insurance Card (Green Card)

All countries mentioned in 4.1 have agreed that a Green Card is no longer necessary for cross border travel.

Your Insurance Policy Wording, Motor Policy Schedule and Certificate of Motor Insurance will therefore provide sufficient evidence that You are complying with the laws relating to compulsory motor insurance in any of these countries that You visit.

There is no cover for countries outside the Territorial Limits.

What is Not Covered

- (a) Section 4 applies only to Your Motorcycle Insurance.
- (b) We will not cover any loss, damage or liability when Your Motorcycle is taken outside of Great Britain, Northern Ireland, The Isle of Man or The Channel Islands for any reason other than a temporary visit (such as a holiday) and for social, domestic and pleasure purposes only.
- (c) There is no cover for countries outside the Territorial Limits.
- (d) No cover is afforded under this section of the Policy if the Motorcycle is being used for commuting or in any business capacity.
- (e) We will not cover any loss, damage or liability if Your permanent place of residence is not within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Section 5 - No Claims Discount

No Claims Discount

If You do not make a claim under Your Policy, Your renewal premium will be reduced in accordance with Our scale applicable at such time.

The No Claims Discount is applied to the Policy premium as a whole (excluding any flat rate premiums) and in the event of a claim the discount will be reduced in accordance with Our scale applicable at such time regardless of which Motorcycle was involved.

We reserve the right to retain proof of Your no claims entitlement until all payments due have been made.

Maximum No Claims Discount Guarantee

Guaranteed maximum No Claims Discount is provided if You are entitled to five years or more No Claims Discount. Your No Claims Discount will not be reduced as a result of a claim or claims being made under the Policy.

However, Your premium may change due to a change in Your circumstances or because We have increased premiums generally.

General Exclusions to Part A

These General Exclusions apply to all sections within Part A of this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section of Part A detailing the cover provided.

Your Policy does not cover the following:

1. Any incident, injury, loss or damage whilst any Motorcycle insured under this Policy is being:
 - used or ridden otherwise than in accordance with the appropriate sections of the effective Certificate of Motor Insurance;
 - ridden by or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to ride or who is excluded from riding by any Endorsements or covered by another Policy;
 - ridden by any person unless such person holds a Driving Licence to ride such Motorcycle and is not disqualified from riding, holding or obtaining such a Driving Licence;
 - ridden by, or is in the charge of for the purpose of being ridden by any person to whom Your Motorcycle has been hired;
 - used in an unsafe or un-roadworthy condition or, where such regulations require, does not have a current MOT Certificate (You may be asked to provide details to show that Your Motorcycle was regularly maintained and kept in a good condition);
 - used to tow for reward any trailer or vehicle (or to any property in the trailer or vehicle); or
 - used to carry passengers or goods in a way likely to affect the safe riding and control of the Motorcycle.

2. Any liability You have accepted under an agreement or contract unless You would have had that liability anyway.
 3. Any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
 4. Except as required under the Road Traffic Acts, this Policy does not cover any loss or damage caused by war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 5. Any incident, injury, loss or damage (except under Section 2) arising during or in consequence of:
 - earthquake;
 - riot or civil commotion occurring elsewhere than in Great Britain, The Isle of Man or The Channel Islands.
 6. Racing of any description or being used in any contest, competition, track days, rallies or trials (other than road safety rallies or treasure hunts) or any other form of racetrack or off-road activity.
- This Policy does not provide cover for use of any description on footpaths, bridleways, or restricted byways and ONLY provides cover to meet the minimum insurance requirements under the Road Traffic Act for vehicular use on a byway open to all traffic.
7. Any liability, which it is reasonable to conclude, arises out of any acts of terrorism as defined in Part 1 of the UK Terrorism Act 2000 or successors thereto, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the United Kingdom the definition contained in the UK Terrorism Act 2000 or its successors will be deemed to be the applicable definition.
 8. We will not pay the claim and all cover under the Policy is forfeited if You or anyone acting for You makes a claim under the Policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if the loss, damage or injury is caused by Your willful act or with Your connivance.
 9. When any Motorcycle covered by it is towing more than one trailer or disabled mechanically propelled vehicle at any one time.
 10. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
 11. Any incident, injury, damage, loss, or any liability of whatsoever nature while Your Motorcycle is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - the take-off or landing of aircraft and/or the movement of aircraft on the surface;
 - aircraft parking aprons including the associated service roads re-fuelling areas and ground equipment parking areas.
 12. Death of or bodily injury to any person or damage to any property which is directly or indirectly caused by pollution or contamination, unless this pollution or contamination is directly caused by an incident which occurs in its entirety at a specific time and place during the Period of Insurance and is sudden, identifiable, unintended and unexpected. We will consider the pollution or contamination to have happened at the time the incident took place.

13. If any claims or other monies are paid to You by mistake for any reason, or a claim has been paid which We later find to be fraudulent, false or exaggerated, You must repay the amount paid by Us.
14. Any loss, damage or liability if Your usual place of residence is not within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

The following General Conditions apply to all of this Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the Policy is cancelled. If You do not meet the terms and conditions of this Policy, it could make the cover invalid or mean We may refuse to pay Your claim.

Claims procedure

- As soon as reasonably possible after any incident, injury, loss or damage You must report to Us all details of the incident. The 24 hour Claim Helpline is **0333 414 9075**.
- You must report all incidents to Us as soon as reasonably possible, even if You are not claiming.
- You should immediately send Us any communication You receive about the incident.
- You must immediately let Us know if anyone insured under this Policy is to be prosecuted as a result of the incident, or if there is to be an inquest following a fatal accident.
- You, or anyone else claiming under this Policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent.
- We can take over, if We so wish, and conduct in Your name or the name of the person claiming under the Policy the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this Policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this Policy shall give Us all the assistance necessary in order for Us to achieve settlement.
- In the event of a claim covered by this Policy You must still pay the premium. If payment is not made, We:
 - (i) may cancel this Policy in accordance with the General Conditions and seek payment of the outstanding balance of premium;
 - (ii) may refuse to pay any claim arising from an occurrence on or after the due date of the premium;
 - (iii) reserve the right to deduct any outstanding premium from the claim payment, if the claim is for loss of or damage to Your Motorcycle, which is covered by this Policy;

Cancellation

You have the right to cancel Your Policy during a period of 14 days either from the day of purchase of the contract or the day on which You receive Your Policy documentation, whichever is the later. If You wish to cancel and the insurance cover has already commenced, You will be entitled to a refund of the premium paid You have not made a Claim, or a Claim having been made against You), subject to a deduction for the time You have been covered and the charges as detailed in the eBike Terms of Business.

All administration fees and charges are detailed fully in the eBike Terms of Business.

eBike may cancel this Policy by sending You not less than seven days notice by recorded delivery to Your last known address. This will act as Our notice of intention to cancel, providing You with a cancellation date and time. Your Policy will cancel in line with this notice regardless of whether this letter is signed for. We will reimburse You on a pro rata basis the premium for the Period of Insurance still remaining less the charges as detailed in the eBike Terms of Business

You may cancel this Policy at any time by notifying Us of the cancellation in Your Policy records on www.ebikeinsurance.co.uk. On cancellation of Your Policy any refund of premiums will be calculated on a pro rata basis (subject to You not having made a Claim or a Claim having been made against You) as set out in the Broker's Terms of Business.

Please refer to the eBike Terms of Business for current Policy fees and charges.

Automatic Renewal

When Your Policy is due for renewal, eBike will offer to renew it for You automatically, or inform You if Terms are not available. Your renewal premium can only be honoured up until expiry of Your current Policy providing there have been no changes in Your circumstances. If there have been changes please log into Your Policy online or contact eBike Customer Services team.

eBike will contact You 14 days before Your Policy ends and, where cover is available, provide full details of Your next premium and any changes in Terms or change in payment dates.

If You do not wish to renew Your Policy, all You will need to do is log onto your Policy online and click to lapse the Policy or contact the eBike Customer Services team. Please contact eBike at least 5 days prior to the start of Your new Policy to prevent any payment being collected.

Other Insurance

If You claim for anything that is covered by any other insurance, We will only pay any amount You cannot get back from the other insurance up to the limits of this Policy.

Your Duty to Prevent Loss or Damage

You shall at all times take all reasonable steps to safeguard Your Motorcycle from loss or damage. You shall maintain Your Motorcycle in efficient condition and We shall have, at all times, free access to examine such Motorcycle and trailer.

Your Duty to comply with Policy conditions

When purchasing, amending and renewing your insurance Policy, You must take care to answer all questions honestly and to the best of Your knowledge. If You don't answer the questions correctly, Your Policy may be cancelled or Your claim rejected or not fully paid.

Your insurance cover and premium is based on the information You supplied to Us in the most recent Statement of Information. Please make sure that all the information shown is correct. If you notice any inaccuracies, please contact us to make the required amendments immediately. Depending on the changes made, your premium may alter and your cover adjusted. We will inform you if this happens.

You must check the details carefully as We expect You to provide complete and accurate information when You take out Your insurance Policy, throughout the lifetime of the Policy and when You renew Your insurance. If You are unsure about disclosing any information please contact Us for guidance on www.ebikeinsurance.co.uk

Fraud

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- I. checking details on applications for credit and credit related or other facilities
- II. managing credit and credit related accounts or facilities
- III. recovering debt
- IV. checking details on proposals and claims for all types of insurance
- V. checking details of job applicants and employees

Please contact eBike if You want to receive details of the relevant fraud prevention agencies.

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

Some of the registers We make use of are:

- The Claims and Underwriting Exchange (CUE). This is run by Insurance Database Services Ltd. The CUE database is used by most UK insurers and holds details of most motor and household insurance claims.
- Insurance Hunter. This is a central insurance anti fraud system to which other insurers also have access. This database is designed to combat activities such as identity Theft and money laundering.
- The Motor Insurance Anti-Fraud and Theft Register. This central database contains details of stolen and written off vehicles.

To protect Your interests, We will check any information provided against these registers for completeness and accuracy. If We find that false or inaccurate information has been given to Us, or We suspect fraud We will take action, which could result in prosecution.

You should show this notice to anyone insured to drive Your Motorcycle(s) covered under this Policy.

Monthly Premiums

If the premiums are paid monthly and You fail to pay an instalment when due or fail to maintain a Direct Debit Mandate and such default is not corrected within the time permitted by the Consumer Credit Act 1974 the whole of the outstanding balance will become due and payable. If this sum is not paid within seven days the insurance cover will be cancelled.

In the event of a total loss claim under this Policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

Changes to the Policy

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. If Your circumstances change You must tell Us. The below list is not exhaustive but gives You an indication of changes You must notify to Us and You should let Us know if any of the details You have given Us change. Once You have told Us about the change We will reassess Your cover and premium. For some changes You may need to pay an additional premium and some changes may be unacceptable to Us.

- Changes made to Your Motorcycle which improve its value, performance or handling
- Changing from a Provisional to a Full Driving Licence when passing Your practical driving test to become a qualified driver
- Changing Your Motorcycle
- The Motorcycle being used for a purpose not included on Your Certificate of Motor Insurance
- You or anyone covered by this Policy being convicted of a motoring offence other than fixed penalty parking tickets
- The address where Your Motorcycle is normally kept changing
- You or anyone covered by this Policy changing occupation

Note: If You fail to provide complete and accurate information to the best of Your knowledge and belief when You take out Your insurance Policy or if You do not tell Us about any relevant changes, We may:

- Reject Your claim
- Reduce, make deductions from or pay only a proportion of Your claim

Cancel and invalidate the Policy

- Void the Policy, which means to treat as though the Policy never existed
- Do a combination of the above

All changes should be made online at www.ebikeinsurance.co.uk

You should keep a record of the information You give in relation to this Policy.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Policy
- You have taken reasonable care to answer all questions honestly and to the best of Your knowledge

Law Applicable To Contract

This insurance is governed by English Law

The Financial Services Compensation Scheme

If We are unable to meet Our liability under this Policy You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website www.fscs.org.uk or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Motor Insurance Database (MID)

Information relating to Your insurance Policy will be added to the Motor Insurance Database (“MID”) managed by the Motor Insurers’ Bureau (“MIB”). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licencing
- II. Continuous Insurance Enforcement
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving

If You are involved in a road traffic incident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic incident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your Motorcycle seized by the Police. You can check that Your correct registration number details are shown on the MID at www.askmid.com

Please note that the MID does not constitute proof of insurance. In order to be able to prove that Your Motorcycle is insured You should carry Your Certificate of Motor Insurance with You when using Your Motorcycle.

Data Protection Notice

This Data Protection Notice explains how We may use Your details. It tells You about the registers and databases that We and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance. All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Your privacy is important to Us and We assure You that We will respect Your personal information. eBike will share information with insurers and We will use Your information to manage Your insurance with Us, including underwriting, claims handling and statistical analysis. Please be aware this may include disclosing Your information within the Brightside group and to any agents who provide services on Our behalf, including those located outside the European Economic Area. By accepting this insurance You consent to such use of Your personal data.

You should show this notice to anyone insured to drive Your Motorcycle covered under this Policy. For more information on the Data Protection Act You may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 08456 306060 or 01625 545745

Email: mail@ico.gsi.gov.uk

Access To Your Information

You can write to eBike at any time to obtain details of the information held about You. Please write to:

Data Protection Officer, Brightside Insurance Services Ltd, Brightside Park, Severn Bridge Aust
Bristol BS35 4BL

Please quote Your name, postal address and email address along with the details of Your requirement. BISL will take reasonable steps to confirm Your identity before providing You with details of any personal information held about You.

Therefore would be grateful if You could provide two forms of identification such as a copy of a Passport or Driving Licence and a copy of a utility bill to confirm address. In accordance with the Data Protection Act, 1998 BISL are entitled to charge £10 to cover the administration costs involved with this process. Please make cheques payable to Brightside Insurance Services Ltd.

What to do in the event of a claim

To make a claim, or to report an incident which may result in a claim, call Our 24 hour Claims Helpline on **0333 414 9075**. Lines are open 365 days a year. If You are calling from outside the UK please contact Our European Claims First Response team on 00 44 1454 636871.

Please note that You must report all incidents to Us as soon as reasonably possible, even if You are not claiming.

When You call, please have ready Your current Certificate of Motor Insurance, details of the driver if other than Yourself, Your Motorcycle, and details of the incident itself. Our operators will take down full details of the incident.

Our operators will provide every assistance to ensure the least inconvenience to You, and through the use of Our extensive Approved Repairer network, can ensure (if Your cover is relevant) a fast and efficient repair.

To assist You at the scene of the incident, please note the following:

- DO NOT admit liability or offer to make any payment.
- DO NOT RIDE AWAY. You must stop if any property has been damaged or if anyone is injured. You must give Your name and address and insurance details to anyone who needs it.
- If anyone is injured in the incident the Police must be advised and Your Certificate of Motor Insurance produced.
- Try to get the names and addresses of other drivers or pedestrians. Ask for the name, address and insurance Policy number of the other driver's insurance company.
- Try to get details of any witnesses.
- To help You recall the incident, draw a diagram of the scene showing the direction the vehicles travelled, and their final positions. Note the road names and position of any witnesses, and any other relevant details.
- If You have a camera or camera-phone, if possible, please take a photograph of the scene of the incident.

Repairs To Your Motorcycle

If Your Motorcycle sustains damage which is covered by this insurance and You wish to claim, Our nationwide network of Approved Repairers will provide an immediate response and a quality guaranteed repair.

Regulatory Information

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England & Wales (No. 00354568).

Registered in England Number 995253 Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

eBike is a trading style of Brightside Insurance Services Ltd. Registered in England and Wales number 04137311. Registered office: Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL. Brightside Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 302216)

Endorsements which may apply

The Endorsements shown below apply only if the Endorsement number is specified in Your current Motor Policy Schedule and are subject to the terms, conditions and limitations of this document of insurance.

Where an Endorsement number is followed by the name of any person then the Endorsement shall only apply to that person. Where an Endorsement is followed by additional wording then such wording should be read in context with the full Endorsement wording.

E1 Own Damage Excess

You are responsible for the first amount of each claim under Section One for loss of or damage to Your Motorcycle, other than by Fire or Theft or attempted Theft, as specified against Endorsement E1 in the Motor Policy Schedule.

This amount is in addition to any other Excess(es) shown in the Motor Policy Schedule.

E2 Fire & Theft Excess

You are responsible for the first amount of each claim under Section One for loss of or damage to Your Motorcycle arising from Fire, Theft or attempted Theft, as specified against Endorsement E2 in the Motor Policy Schedule.

This amount is in addition to any other Excess(es) shown in the Motor Policy Schedule.

E3 Garaging Excess

Any risk where a discount is given, in the event of a claim occurring between the hours of 22:00 and 06:00 (BST or GMT as applicable) if a Theft or attempted Theft of the Motorcycle occurs within a 500 metre radius of Your home or the Garaging address when the Motorcycle is not in a locked Garage, will be subject to an additional £250 compulsory Theft Excess.

This amount is in addition to any other Excess(es) shown in the Motor Policy Schedule.

E4 Security Endorsement

There is no cover for Theft or attempted Theft under Section One of the Policy unless all disclosed approved security is fully operational when the vehicle is left unattended. Where specified ground anchors should be fitted at the disclosed address and utilised together with an approved lock and chain when parked at the disclosed address.

E5 Classic Motorcycle Endorsement

Mandatory Garaging Condition – There is no cover for any Theft claim made under Section One of the Policy if Your Motorcycle is not kept in a locked private Garage between the hours of 22:00 and 06:00 (BST or GMT as applicable) when the Motorcycle is parked at or in the proximity of Your private dwelling.

E6 Partial Suspension of Cover

All cover and benefits under the Policy, except for loss or damage caused by Fire, Theft or attempted Theft, are suspended.

E7 Agreed Value Endorsement

If Your Motorcycle is stolen and not recovered, or is damaged and the cost of repairs would be more than the Motorcycle is worth, We will pay You the amount shown against Endorsement E7 after We have taken off any Excess that applies.

Complaints procedure

How to make a complaint

It is our intention to provide You with a high level of service at all times. In the unlikely event that You should have cause for complaint, please write to the Quality Manager at the following address:

The Quality Manager

eBike

Brightside Park

Severn Bridge

Aust

Bristol

BS35 4BL

Alternatively You can contact eBike on: complaints@ebikeinsurance.co.uk

We will acknowledge receipt of Your complaint in writing promptly and provide You with a timescale for a full response. We will endeavour to provide You with a final response within 8 weeks.

Full details of Our complaints handling procedures are available upon request.

Complaints About a Claim

If You are unhappy about the claims handling on the Policy please contact the Claims Manager by telephone or in writing:

The Claims Director

Ageas Insurance Limited

Personal Insurance Claims Centre

1 Port Way

Port Solent

Portsmouth

Hampshire

PO6 4TY

Telephone: 0844 748 0119 Facsimile: 023 9220 5495 email: claims.director@ageas.co.uk Calls to Ageas 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

Taking Your Complaint Further

If You remain dissatisfied with Our response to Your complaint You may be able to refer the matter to the Financial Ombudsman Service. To use their service You must be eligible and Your complaint must be sent to them within 6 months of Our final response letter. You may contact them at:

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

Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our responsibilities under the Policy, You may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 020 7892 7300.

Part B – Your Accident Assistance & Legal protection

Important information

Part B contains **your** accident assistance & legal protection policy wording. It includes everything **you** need to know about **your** cover.

Keep this document in a safe place as you will need to refer to it in the event of an accident.

Accident assistance provides recovery and repair services. **We** can recover **your** vehicle if it is immobilised or unsafe to drive after an accident. If **your** vehicle is comprehensively insured, or if the accident was not **your** fault, **we** can arrange and manage repairs to **your** vehicle. In these circumstances **we** can also arrange to supply **you** with a courtesy vehicle.

(However, if the accident was entirely the other person's fault, and the **insured vehicle** cannot be driven, **we** will arrange to supply **you** with a replacement hire vehicle whether **we** are managing repairs to the **insured vehicle** or not - please see insured incident **3 Replacement hire vehicle**.)

Legal protection is designed to help **you** if a motor accident was not **your** fault and **you** have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **your** motor insurance Policy.

Helpline service

Legal advice service

Call **0844 893 0984**

We will provide an **insured person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back.

To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

We cannot accept responsibility if the legal advice helpline service is unavailable for reasons we cannot control.

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in bold:

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

Costs and expenses

(a) All reasonable and necessary costs chargeable by the **preferred law firm** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.

(b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

Countries covered

For insured incident 1 Uninsured loss recovery and 2 Motor Contract Disputes

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For insured incident 3 Replacement hire vehicle and 4 Getting You To Your Destination

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **preferred law firm**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Insured person

You, and any passenger or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

Insured vehicle

The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

Motor claims centre

This centre carries out recovery, hire and repair services and deals with the administration of **your** claim. These services are provided by DAS Law Limited on behalf of DAS Legal Expenses Insurance company

Period of insurance

The period for which we have agreed to cover **you**.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable prospects

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51% . **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Uninsured losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

Vehicle hire costs

The cost of hiring a comparable replacement vehicle for one continuous period **we** agree to. This cost includes motor insurance for the vehicle.

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy (the policyholder).

Welcome to DAS

Included with **your** vehicle insurance policy is **our** DAS Drive Plus accident assistance & legal protection policy. **You** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. The handling of **your** claim, via the motor claims centre is provided by DAS Law Limited on behalf of **DAS**.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our Motor Claims Centre** or by appointing a lawyer. **Uninsured Losses** could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the insured vehicle cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also provide a range of recovery services for the **insured vehicle** after an accident. In certain circumstances **we** can arrange for the **insured vehicle** to be repaired after recovery.

When you need to make a claim

Phone **us** on **0333 414 9075** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on 0333 414 9075. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Accident assistance

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

We can provide the following assistance services on the mainland of England, Wales and Scotland only.

1) Vehicle recovery

We can provide a range of recovery services for the **insured vehicle** if it is immobilised or unsafe to drive following an accident.

We will provide a free recovery service if the **insured vehicle** needs to be repaired and is insured comprehensively.

In other circumstances **we** can recover the **insured vehicle** at **your** request, although **you** will have to pay the recovery costs. However, if the accident was not the **insured person's** fault, **we** can usually recover these costs as part of **your** claim for **uninsured losses**.

2) Vehicle repair

We can arrange and manage repairs to the **insured vehicle** if it is insured comprehensively, or if the accident was not the **insured person's** fault.

Where **we** are managing the repairs to the comprehensively **insured vehicle**, **we** can provide **you** with a courtesy vehicle regardless of who was at fault for the accident.

(However, if the accident was entirely the other person's fault, and the **insured vehicle** cannot be driven, **we** will arrange to supply **you** with a replacement hire vehicle whether **we** are managing repairs to the **insured vehicle** or not - please see insured incident **3 Replacement hire vehicle**.)

3) Payment of your motor insurance policy excess

If **we** arrange to supply **you** with a replacement hire vehicle and manage any repairs to the **insured vehicle** after the accident, **we** will pay **your** comprehensive motor insurance policy excess. **You** may be required to sign an agreement and must agree to **DAS** pursuing the value of the excess as part of **your** claim for **uninsured losses**. **We** can usually recover the amount of the excess from the person responsible for the accident. However, if **we** cannot do so, **we** will ask **you** to reimburse **us** the amount of any excess that **we** have paid on **your** behalf.

Legal protection: our agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** (other than in respect of **What is covered(b) below**) exist for the duration of the claim.
2. the date of the insured incident, or the date of the motor offence an **insured person** is alleged to have committed, is during the **period of insurance**. If there is more than one offence arising at different times, the relevant date is the date an **insured person** began, or is alleged to have begun, to break the law.
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**.
4. the insured incident or, for motor offences, the alleged offence, happens within the **countries covered**.
5. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Insured incidents

1 Uninsured loss recovery and motor prosecution defence

What is covered

We will pay an **preferred law firm**, on behalf of an **insured person**, **costs and expenses** incurred to:

- (a) recover **uninsured losses** after an event which causes
 - (i) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
 - (ii) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**
- (b) defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

Provided that:

- (i) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (ii) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for **What is covered (b)** above, **we** must have defended the original motoring prosecution.
- (iii) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What is not covered

- (1) In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (2) In respect of **What is covered (b) above**, **we** will not cover parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

2 Motor Contract Disputes

What is covered

A dispute arising from an agreement or alleged agreement which an **insured person** has entered into in a personal capacity for the: purchase, sale, hire or insurance of the **insured vehicle** or its spare parts or accessories; or service, repair or testing of the **insured vehicle**.

Provided that:

- (1) the **insured person** must have entered into the agreement or alleged agreement during the **period of insurance**
- (2) the amount in dispute must be more than £100.

What is not covered:

the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).

3 Replacement hire vehicle

What is covered

We will make the arrangements for vehicle hire for **you** within the **countries covered** and **we** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as:

- (a) the **insured vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that:

- (i) **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.
- (ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- (iii) **We** will decide how long a vehicle can be hired for.
- (iv) **You** must tell **us** as soon as the **insured vehicle** becomes available for **you** to drive again.
- (v) **You** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.

What is not covered

1. **vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
2. **vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident

4 Getting you to your destination

Following an accident, theft, attempted theft, fire, or vandalism that leaves **your** vehicle undriveable, **we** will either:

- (a) pay the cost of transporting **your** vehicle or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination
- (b) pay the cost of transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one accident, theft, attempted theft, fire, or vandalism.

You must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £500 limit for any one accident, theft, attempted theft, fire, or vandalism.

Conditions

- (i) **We** will only pay a maximum of £500 for any one accident, theft, attempted theft, fire, or vandalism.
- (ii) **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.

At all times **we** decide on the best way of providing help.

Policy exclusions

We will not pay for the following:

1. Late reported claims
A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. Costs **we** have not agreed
Costs and expenses or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.
3. Court awards and fines
Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
4. Legal action **we** have not agreed
Any legal action an **insured person** takes that **we** or the **preferred law firm** have not agreed to, or where an **insured person** does anything that hinders **us** or the **preferred law firm**.
6. Uninsured drivers
The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.
7. A dispute with **DAS**
A dispute with **us** not otherwise dealt with under policy condition 8.
8. Judicial review
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. Nuclear, war and terrorism risks
A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Litigant in person
Any claim where an **insured person** is not represented by a law firm or barrister.

Policy conditions

1. An **insured person's** legal representation
 - (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's preferred law firm** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
 - (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **preferred law firm**.
 - (c) If the **insured person** chooses a law firm as their **preferred law firm** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
 - (d) The **preferred law firm** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
2. An **insured person's** responsibilities
 - (a) An **insured person** must co-operate fully with **us** and the **preferred law firm**.
 - (b) An **insured person** must give the **preferred law firm** any instructions that **we** ask them to.
3. Offers to settle a claim
 - (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
 - (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
4. Assessing and recovering costs
 - (a) An **insured person** must instruct the **preferred law firm** to have legal costs taxed, assessed or audited if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.
5. Cancelling an **preferred law firm's** appointment

If the **preferred law firm** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **preferred law firm** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **preferred law firm**.
6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **preferred law firm**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7. Expert opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

12. Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another 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.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address – please see page 7.

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see page 7.

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, Harbour Exchange Square London E14 9SR.

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can also contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited
North Quay, Temple Back, Bristol BS1 6FL

Registered in England and Wales, number 5417859. Website www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Part C - Your Breakdown Assistance Policy

Please note: Part C is only applicable if indicated in Your Motor Policy Schedule.

Collinson Insurance Services Limited will provide the services and benefits described in this policy:

- during the Period of Insurance
- for the Insured Vehicle
- within the Geographical Limits
- following payment of the premium
- based on the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements.

You should read these documents carefully. If You are unsure whether something is covered or excluded, please contact the company who sold You this Policy.

This policy is underwritten by Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

This insurance is effected in England and is subject to the Laws of England and Wales.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The above details can be checked on the Financial Services Register: <http://www.fsa.gov.uk/register/home.do>

IMPORTANT VEHICLE HEALTH CHECK

The insurance operates on the basis that You will have had Your vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a journey.

Will a routine service fall due before the end of Your intended journey? Or, are there any parts on Your vehicle that You are aware may need replacing before the end of Your journey?

If so, You should have Your vehicle regularly serviced to allow sufficient time to carry out any repairs necessary.

Keep proof of regular servicing in Your vehicle, with Your handbook or travel documents.

If You call Us for assistance, and Our mechanic reports to Us that it is evident You have not maintained Your vehicle in a state fit to complete Your intended journey, You will have to pay all the costs arising from Our intervention.

Meaning of Words

Wherever the following words and phrases appear in this policy they will always have these meanings:

Eligible Vehicles

Vehicles owned by or the responsibility of the Policyholder or his / her immediate family:

- being motorcycle or trailers of proprietary make;
- not used by You for Hire or Reward;
- registered in the Geographical Limits;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT Certificate if applicable;
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available.

Geographical Limits

Comprising Great Britain, Northern Ireland, The Isle of Man and The Channel Islands. Excluding Territorial and International waters.

Hire or Reward

Any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding vehicle sharing schemes.

Insured Incident

Mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the Period of Insurance within the Geographical Limits.

In the case of key breakage, keys locked within Your Insured Vehicle, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, We will pay for the roadside assistance and local recovery if appropriate. However, You will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

We do not cover undamaged tyres which have been allowed to run flat or those which are below the legal tread limit and We do not cover punctures where no serviceable spare is available.

Please note: If We are called six times in any one 12 month Period of Insurance, any subsequent incident(s) shall not be insured.

Insured Person(s)

The Policyholder whilst an occupant of the Insured Vehicle, and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).

Insured Vehicle

The Eligible Vehicle, details of which have been supplied to Us, normally kept at the Policyholder's address shown on the Motor Policy Schedule.

Period Of Insurance

The 12 month period starting from the commencement date shown on the Motor Policy Schedule. Please note that there is no cover for an Insured Incident within the first 48 hours following Your initial purchase of this policy.

Policyholder or You/Your:

The applicant who has applied for cover, and whose details have been supplied to Us.

Replacement Parts

Those mechanical or electrical components that are essential to return the insured Vehicle to a roadworthy condition.

We, Our or Us

Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Requesting Assistance

In the event of an Insured Incident, first check the circumstances are covered by this Policy.

Having done this telephone Intana stating your name and Policy details.

Remember, to comply with the policy terms and conditions You must contact Us before incurring any expenses in order to obtain Our prior authorisation.

In the event of a Motor breakdown emergency please phone 0844 338 6263.

Section 1 - Doorstep & Roadside Assistance

If the Insured Vehicle is immobilised or rendered un-roadworthy as the result of an Insured Incident, We will arrange and pay for:

- 1.1 callout and up to one hour's labour for assistance at Your home or at the roadside;
AND, if necessary
- 1.2 the transportation of the Insured Person(s) and the Insured Vehicle to the nearest repairer or Your home address.

The choice of repairer shall be at Our discretion. You will be responsible for paying any costs which are not covered, directly to the repairer, the toll authority or the sea transit Carrier as appropriate.

What is not covered:

- a) roadside labour charges in excess of one hour.
- b) any labour charges incurred at the repairer's premises.
- c) the cost of Replacement Parts or other materials used in the repair.
- d) toll and sea transit charges for the Insured Vehicle.
- e) any winching costs or the use of specialist off-highway-recovery equipment.
- f) more than six call-outs during each Period of Insurance.
- g) anything mentioned in the general Exclusions.

Section 2 Message Relay

If We have been contacted in connection with an Insured Incident, We will relay up to two telephone messages to Your family members, friends or business associates to advise of unforeseen travel delays.

Section 3 Vehicle Recovery/Onward Transportation

In the event of loss of use of the Insured Vehicle caused by an Insured Incident, and it is apparent repairs cannot be effected by the end of the working day in which the Insured Incident occurred, then provided Our services were requested at the time of the Insured Incident:

EITHER

3.1 We will arrange and pay up to a maximum of £300 for the transportation of the Insured Person(s), and if appropriate, the Insured Vehicle:

- i) to the Policyholder's home address. OR
- ii) to the original destination within the Geographical Limits. OR
- iii) to a repairer either in the vicinity of the above locations or to a repairer of Your choice.

The means of transport shall be at Our discretion.

OR

3.2 If the Insured Vehicle is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary We will arrange and pay up to £300 in total for the cost of providing necessary bed and breakfast overnight accommodation for the Insured Person(s) in a local hotel whilst awaiting repairs and transportation to the bed and breakfast, when the Insured Incident has occurred at a late hour more than 25 miles from the Policyholder's home address shown on the Motor Policy Schedule.

What is not covered:

- a) any costs which would have been incurred in the course of a journey, if the incident giving rise to a claim had not occurred.
- b) toll and sea transit charges for the Insured Vehicle.
- c) long-distance transport of the Insured Vehicle to the premises where the Insured Vehicle was purchased or previously repaired, solely to claim under a Warranty scheme, when a suitable alternative repairer is nearer to hand.
- d) fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) anything mentioned in the General Exclusions.

UK Annual Motoring Assistance

On motorways use the nearest Emergency telephone and provide the Police with Our Vehicle Assistance emergency number and Your Policy details. The Police may arrange for Your recovery from the motorway. In this case contact Us when You reach an ordinary phone or use a mobile. If the local Police call for a recovery vehicle to tow You from the motorway, and You are asked to pay on the spot for this service, You should send Us the original receipt.

Remember, to comply with the policy terms and conditions You must contact Us before incurring substantial expenses in order to obtain Our prior authorisation.

In the event of a motor breakdown emergency please phone 0844 338 6263.

Section 4 General Exclusions

No Section of this Policy shall apply in respect of:

- 4.1 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful D.I.Y. dismantling and/or reassembly; and kit bikes.
- 4.2 Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault.
- 4.3 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicles removal.
- 4.4 Vehicles being used for Hire or Reward; or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and track days, or practicing for such events.
- 4.5 The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which Our agents have no right of access, or on Motor Traders' premises.
- 4.6 Vehicles not in a roadworthy condition at the time cover is effected.
- 4.7 Any deliberately careless or deliberately negligent act or omission by You.
- 4.8 Claims arising from loss of or damage to contents of the Insured Vehicle.
- 4.9 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist

activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incident's. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 4.10 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
- ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 4.11 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- 4.12 Immobilisation of, or damage to, the Insured Vehicle or any component, or travel delay or any subsequent loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
- 4.13 The cost of telephone calls when contacting Us. Whenever possible We will call You back as soon as possible.
- 4.14 Any direct or indirect loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated. An example of this would be the loss of wages as a result of an Insured Incident
- 4.15 Any tolls, fines, parking charges or congestion charges arising under this Policy.
- 4.16 Any winching costs or specialist off-highway-recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided.
- 4.17 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be Your responsibility to pay for any work carried out.
- 4.18 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for Your trailer, except for those trailers that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver, alternatives.
- 4.19 Any costs for locksmiths, glass replacement or tyre specialists are Your responsibility.
- 4.20 Claims arising from faults which were known to You at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance.
- 4.21 Any Insured Incident occurring within 48 hours following Your initial purchase of this policy
- 4.22 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).

Section 5 General Conditions

- 5.1 You must answer all questions about this policy honestly and fully at all times. You must also tell us straight away if anything that You have already told us changes. If You do not tell us, Your policy may be cancelled and any claim You make may not be paid.
- 5.2 You must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this Policy. You must act as if You are not insured. You must take all steps necessary to expedite the completion of repairs, and You shall not abandon the Insured Vehicle or any of its parts to Us without Our authorisation.
- 5.3 We will not accept liability for expenses incurred without Our prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim.
- Please telephone Us first,**
- 5.4 We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an Insured Incident. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown, would not be covered by this Policy.
- 5.5 You must comply in full with all the terms and conditions of this policy before a claim will be paid. You must make no admission, offer, promise or payment without Our prior consent. In order to benefit from the cover, an Insured Person or member other than the Policyholder must agree to abide by all the relevant terms, conditions and exclusions of this Policy.
- 5.6 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 5.7 We are entitled to take over Your rights in the defence or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs .
- 5.8 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. using this Service will not affect Your legal rights.
- 5.9 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 5.10 You will be required to reimburse to Us, within seven days of Our request to You, any costs or expenses We have paid out on Your behalf which are not covered under the terms of the insurance.
- 5.11 At the time of a claim, at Our request You must provide evidence of proper servicing of Your vehicle.
- 5.12 A garage or specialist undertaking repair work on Your instructions and which is not specifically covered under this insurance will be acting as Your agent for such repair work.
- 5.13 This Policy is subject to the laws of England and Wales unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes.
- 5.14 Service will be provided only to the Insured Vehicle, details of which have been supplied to Us.

5.15 If You have a road traffic accident, You must supply Your motor vehicle insurance details to Us when We ask for this information. The incident must be reported to the insurer.

Section 6 Complaints Procedure

Our Promise of Service: We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Alternatively telephone Us on 0844 338 5799 or email Us at quality@intana-assist.com

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 123 9 123.

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

Your legal rights are not affected.

Section 7 Cancellation Provisions

Right to return the insurance document: You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. We will refund to You any premium You have paid.

Cancellation by the Policyholder: If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by Us: If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying a Premium instalment when due, Us discovering that Your vehicle is no longer eligible for cover, etc.

Premium position upon cancellation by Us: If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

Effective time of cancellation: This Policy shall cease at 00:01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

Data Protection Act 1998 Notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Us should be directed to the Customer Contact Centre Manager, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Standard of Workmanship

Intana will monitor the progress of Your assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

Financial Services Compensation Scheme

Collinson Insurance Services Limited and Great Lakes Reinsurance (UK) PLC are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk website.

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