



**Your** Policy Wording

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## Introduction to eBike

eBike motorcycle insurance is designed for a wide range of bikes, riders, uses and modifications. Your motorcycle insurance is underwritten by Ageas Insurance Limited.

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.

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.

## Get in touch

Many questions about this Policy are dealt with in our FAQ section of the eBike website, but if you need a bit more help, You can use the details below to contact eBike customer services for any questions you may have.

### Email

[bike@brightsideinsurance.co.uk](mailto:bike@brightsideinsurance.co.uk)

### Phone

Customer services: 0333 005 2451

Weekdays: 9am to 6pm

Weekends: Closed

### Claims

0333 005 2454

Lines open 24/7

# Introduction to 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.

## Introduction

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.

# 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, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein any other Country which is a member of the European Union.

## **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.

# 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, for up to 90 days, in any country in the Territorial Limits, subject to:

- Your motorcycle being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Use of your motorcycle for visits outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man being of a temporary nature;
- Your usual place of residence being in Great Britain, Northern Ireland, The Channel Islands or The Isle of Man;
- This extension is provided for the purpose of travel only for Social Domestic & Pleasure use 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;

## 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.

### 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

These General Exclusions apply to all sections of this Policy and describe the things which are not covered. These apply as well as the exclusions shown in each Section 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 005 2454**.
- 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 provided 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.

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

## Where we may cancel your cover

Your policy may be cancelled, if we have a good reason for doing so.

Some examples of situations where we would have a good reason for cancelling your policy include:

- a) Non-payment of the premium due; or
- b) You have changed your motorcycle during the period of insurance to one we cannot cover; or
- c) You have failed to supply requested validation documentation (such as evidence of No Claim Discount or copies of Driving Licences); or
- d) We identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

Before we or eBike cancel your policy you will be given seven days' notice to either the email address or postal address shown on your account.

Where we or eBike cancel the policy you will be entitled to a refund of the unused premium paid.

Where we return an unused premium it will be subject to a deduction of the charges shown in the eBike Terms of Business. In cases of fraud we are permitted to retain your premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Please note the full annual premium is payable if you have used the policy to make a fault claim or a fault claim has been made against you and no refund will be given.

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

## 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](http://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 ride Your Motorcycle(s) covered under this Policy.

## Monthly Premiums

If the premiums are paid monthly to our finance provider and you fail to pay an instalment when due or fail to maintain a Direct Debit Mandate and there may be an outstanding balance which has arisen because total funds received from your original deposit and payments to the finance company do not cover the charge for the period you were on risk after inclusion of our fees for cancelling the policy. Our cancellation charges are laid out in our Terms of Business.

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 rider
- 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

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](http://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 Licensing
- 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 United Kingdom, 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](http://www.askmid.com).

## 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 ride Your Motorcycle covered under this Policy.

For more information on the Data Protection Act You can visit the information commissioner's office website, call them on 0303 123 1113 (local rate) or 01625 545 745 (if You prefer to use a national rate number) or email: [casework@ico.org.uk](mailto:casework@ico.org.uk) (please include Your telephone number).

You may also write to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

## 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.

Brightside Insurance Services Ltd will take reasonable steps to confirm Your identity before providing You with details of any personal information held about You. In accordance with the Data Protection Act, 1998 Brightside Insurance Services Ltd 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 005 2454**. Lines are open 365 days a year.

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 rider 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, riders or pedestrians. Ask for the name, address and insurance Policy number of the other drivers or riders 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.

# 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](mailto: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:  
[claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

The Claims Director  
Ageas Insurance Limited  
Personal Insurance Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY

## Financial Ombudsman Service

If You remain dissatisfied with the 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 the final response letter. More information is available from the Financial Ombudsman Service Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You may also contact them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)

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

**Contacting the Financial Ombudsman Service does not affect Your right to take legal proceedings.**

## Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. 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](http://www.fscs.org.uk) or by writing to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone 0800 678 1100 or 0207 741 4100 or email, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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## Customer services

**0333 005 2451**

Weekdays: 9am to 6pm

Weekends: Closed

## Claims

**0333 005 2454**

Lines open 24/7