



Your Policy Document

**EXCESS CONTRIBUTION
INSURANCE**

Contents

Definitions	Words with special meaning in this document	3
Your Contract of Insurance	Including Eligibility	4
Cover Provided		5
Specific Exclusions		5
General Exclusions	The exclusions that apply to whole of this policy	6
General Conditions	The conditions that apply to whole of this policy	7
Termination / Cancellation		9
Claims		10
Complaints		10
General Data Protection Regulation (GDPR)	Show this to anyone else you have given information about	12

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**:

BeMoto, We, Us, Our

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058 Registered office: First Floor 15-27, Cowgate, Peterborough, PE1 1LZ. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

Certificate of Insurance

The current document that proves **you** have the insurance you need by law. The certificate shows who can ride **your motorcycle** and what **you** can use it for.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy, including but not limited to additional costs of transportation.

Excess

The first amount of any claim **you** are responsible for paying under the terms of **your motorcycle insurance policy**.

Excess Contribution

The maximum amount that can be claimed under this policy as stated on the **Statement of Cover** during the **Period of Insurance**.

Geographic Limits

England, Scotland, Wales, the Channel Islands, Isle of Man, Northern Ireland and any country which is a member of the European Union and in any country which the Commission of the European Communities is satisfied has made arrangements to meet of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

You can find more information on the countries that follow the above EU Directive by visiting www.cobx.org

Incident(s)

The event that led to or may give rise to a claim under **your motorcycle insurance policy**.

Insured, You, Your

The person whose name appears on the **policy schedule**.

Motorcycle Insurance Policy

A policy providing motorcycle insurance in respect of **your motorcycle** which is effected and kept in force or replaced by a similar motorcycle insurance policy for the duration of the **period of insurance**.

Motorcycle Insurer

An authorised and regulated UK insurance company who is providing **your motorcycle insurance policy** covering **your motorcycle**.

Period of Insurance

The term of cover will start on the **start date** and shall not exceed 12 months from the commencement of **your motorcycle insurance policy** as shown on the **policy schedule**.

Policy Schedule

The document that contains details of **you** and **your motorcycle** and the start and end dates.

Proposal

Any information provided by **you** or anyone acting on **your** behalf when applying for this policy.

Start Date

The date **your excess contribution** cover shall start as shown on **your policy schedule**.

Statement of Cover

The document issued to **you** which details whether **you** have **excess contribution** cover along with the level of cover.

Policy Excess Insure Ltd

Policy Excess Insure Ltd trading as PEX Insure (Financial Services Register No. 836031) on behalf of Financial & Legal Insurance Company Ltd (FCA number 202915).

Your Motorcycle

The insured motorcycle(s) shown in **your policy schedule** and described on **your certificate of insurance**.

Your Contract of Insurance

EXCESS CONTRIBUTION

Your Excess Contribution Insurance is arranged by Moto Broking Limited and provided by Policy Excess Insure Ltd on behalf of Financial & Legal Insurance Company Limited. Financial & Legal Insurance Company Limited is authorised and regulated by the Financial Conduct Authority under FCA number 202915.

Moto Broking Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No, 715903.

Policy Excess Insure Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 836031. Bumble Bee Essex Limited T/A The Claims Manager has been authorised by Financial & Legal Insurance Company Limited to handle all claims under this policy.

You can check details on the Financial Services Register <https://register.fca.org.uk/>

In return for the payment of **your** premium **Policy Excess Insure Ltd** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of cover**.

IMPORTANT

It is important that **you** check **your Policy Schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with these terms and conditions. This policy wording, **your Statement of Cover** and **your Policy Schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Eligibility

To qualify for cover under this policy:

The **motorcycle insurance policy** must be provided by an authorised and regulated **motorcycle insurer**;

- a. **You** must not be aware of any **incident** prior to the **start date**;
- b. **You** must:
 - i. Be a permanent resident in the United Kingdom;
 - ii. Hold a current and valid UK or full European driving licence;
 - iii. Be the policyholder on the **motorcycle insurance policy** and **your motorcycle** must be specified on the **Policy Schedule**.

Cover Provided

- a. Cover is provided for the **excess** being the first amount that **you** are responsible to pay as part of a physical damage claim which has resulted from an accidental damage, fire, theft or vandalism claim under the **motorcycle insurance policy**. Only when the value of the total claim under the **motorcycle insurance policy** is equal to or exceeds the **excess** stated in the **motorcycle insurance policy** will cover be provided.
- b. Payment of the **excess contribution** under this policy will only occur when the claim made under the **motorcycle insurance policy** has been successfully settled, the **motorcycle insurer** fulfilling cover under the **motorcycle insurance policy** and you evidencing payment of the **excess** and / or deduction of the **excess** from the **motorcycle insurer** claim payment.
- c. The **excess contribution** provided by the policy is limited to the **excess contribution** level selected at time of purchase and recorded on the **policy schedule**. The **excess contribution** under the policy during the **period of insurance** applies per claim and in aggregate.

Specific Exclusions

WHAT IS NOT COVERED

This insurance does not provide cover:

- a. For any **excess** claim in respect of personal effects, accessories, glass or audio/visual equipment.
- b. For any amount other than the stated **excess** on **your motorcycle insurance policy**.
- c. Where **your motorcycle insurer** or any third party has waived or reimbursed **you** with regards to the **excess** amount or where **you** are in the process of recovering the **excess** in the form of damages from a third party.
- d. In respect of any **incident** which is not covered under the accidental damage, fire or theft section of the **motorcycle insurance policy** or which occurs while **your motorcycle** is being ridden or used by a person not named on the **certificate of insurance**.
- e. Claims where **your motorcycle** is being used for any of the following are not covered:
 - Dispatch, courier and messenger services, or food delivery;
 - Racing, pace making or being in any contest or speed trial (road safety rallies and treasure hunts will be covered);
 - Riding on any race track, circuit or de-restricted toll roads;
 - Trials (apart from where **your motorcycle** is travelling on a road which the public has access to).
- f. **Motorcycles** which are invalid carriages.
- g. In respect of any **incident** when the rider of **your motorcycle** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- h. Any liability in connection with the use or ownership of **your motorcycle**.
- i. In respect of any claim whatsoever in the event that the rider of **your motorcycle** at the time of the **incident** giving rise to a claim hereunder was riding illegally.
- j. Any **motorcycle**, which is not covered by a **motorcycle insurance policy** for the **period of insurance**.
- k. If **you** or anyone acting on **your** behalf fail to disclose any information requested during the **proposal**.
- l. In respect of any **excess** waived by the **motorcycle insurer** or any third party.
- m. If either the **proposal** details or the premium are not received by the insurer.
- n. Where the **incident** occurred before the **start date** of the **period of insurance**.

General Exclusions

WHAT IS NOT COVERED

The insurer will not be liable for any claim for:

- a. Loss or damage caused by or arising from **your** intentional act or wilful neglect.
- b. Loss of use of **your motorcycle** or **consequential loss** of any nature whatsoever.
- c. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
 - i. earthquake,
 - ii. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
 - iii. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- d. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- e. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any **consequential loss**.
- f. Any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- g. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- h. Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
- i. Liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
- j. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

General Conditions

1. The policy, **statement of cover** and **policy schedule** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
2. Information **you** have provided:
 - i. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your motorcycle insurance policy**.
 - ii. **You** must notify **us** as soon as possible if any of the information in **your motorcycle insurance policy** documents is incorrect or if **you** wish to make a change to **your** policy.
 - iii. If any information **you** provide is not complete and accurate or **you** fail to notify **us** of any incorrect information or changes **you** wish to make, this may mean **your** policy could be invalid and that it does not operate in the event of a claim or **Policy Excess Insure Ltd** may not pay any claim in full. If **you** become aware that information **you** have given us is inaccurate or has changed, **you** must tell **us** as soon as possible.
3. Changes that may affect **your** cover:
 - i. **You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed **your** policy, for example a change to the insured vehicle. This is not an exhaustive list and any changes **you** tell us about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **us**.
4. Fraud - **You** must not act in a fraudulent way. If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to:
 - i. Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
 - ii. Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
 - iii. Makes a claim for any loss or damage **you** caused deliberately; or
 - iv. If **your** claim is in any way dishonest or exaggerated,

The Claims Manager:

- a. Are not liable to pay the claim; and
- b. May recover from **you** any sums paid to **you** in respect of the claim; and
- c. May, by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If The Claims Manager exercises its right under (c) above, The Claims Manager shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to a liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We may not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention.

5. Subrogation – The Claims Manager may at their own expense take such proceedings as they think fit in the name of the **Insured** to enforce any rights and remedies against or obtain relief or indemnity from other parties to which The Claims Manager shall be or may become entitled or subrogated under this policy and the **Insured** shall at the request and expense of The Claims Manager do such acts and things as may be reasonably required by The Claims Manager for that purpose.
6. Observance of Policy Terms – it is a condition precedent to The Claims Manager's liability that you have complied with the terms and conditions of this policy.
7. Limit of Liability – in the event of the **excess contribution** being paid as a consequence of any **incident** The Claims Manager will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of The Claims Manager exceed the **excess contribution** amount shown in the **statement of cover**.

8. Claims – The Claims Manager shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings “Exclusions” and “General Exclusions”.
9. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind The Claims Manager by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents waived in any respect unless by written agreement endorsed thereon or by the rider attached thereto, and signed by an authorised Official of The Claims Manager.
10. Assignments - **You** shall not be entitled to assign any of **your** rights hereunder unless agreed by The Claims Manager.
11. The policy is only valid within the **geographic limits**.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a. The natural expiry date of the policy;
- b. Payment of a claim under the policy;
- c. The date on which **you** cancel the policy;
- d. The date on which **we** cancel the policy; or
- e. The date on which **you** cancel the **motorcycle insurance policy** and do not replace it.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **BeMoto** within 14 days of issue. On the condition that no claims have been made or are pending, **we** will then refund the additional premium less a proportionate deduction for the time the insurer has provided cover.

If **you** wish to cancel **your** policy after 14 days, **you** can do so at any time by contacting **BeMoto**. If **you** have paid an additional premium for this policy, **you** will be entitled at any time to a pro-rata refund of premium provided that **you** have paid the annual premium in full and that no claims have been made or are pending. Where **you** have made a claim and wish to cancel **your** policy, **you** will not be entitled to any refund. Please note that cancellations will not be backdated.

If this cover has been provided in **your** policy as standard (as shown in **your Statement of Cover**) this policy cannot be cancelled without cancelling **your** main **motorcycle insurance policy**.

If **you** cancel **your motorcycle insurance policy**, this **excess contribution** cover will automatically be cancelled at the same time.

Policy Excess Insure Ltd shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

1. Where **we** or **Policy Excess Insure Ltd** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 7.

Claims

REVIEW YOUR COVER

Read **your motorcycle insurance policy** documents to ensure that **you** are covered for the claim **you** wish to make. Read any exclusions that may apply and make sure **you** understand them.

CONTACT THE CLAIMS ADMINISTRATOR

Bumble Bee Essex Limited T/A The Claims Manager is an agent of Financial & Legal Insurance Company Limited and in the matters of a claim act on behalf of Financial & Legal Insurance Company Limited (the "**Claims Administrator**").

In the event of any loss or damage, which may give rise to a claim, **you** or **your** legal personal representative must at **your** own expense contact the **Claims Administrator**:

The Claims Manager
Bumble Bee Essex Limited
3 Redwing Court
Romford
RM3 8QQ
Email: claims@theclaimsmanager.com

IMPORTANT: This should be done as soon as practicable. As soon as practicable must be within 30 days of the insured **incident** occurring. If the claim is notified to us outside of this 30 day period, the claim will be immediately denied.

To make a claim, please quote **your motorcycle insurance policy** reference number, as shown on **your Certificate of Insurance**.

EVIDENCING THE CLAIM

The **Claim Administrator** will send **you** a claim form, which **you** should fill in and send back with all accompanying documentation. This will include but may not be limited to:

- A copy of the settlement letter from the **motorcycle insurer** of **your motorcycle insurance policy** showing the **incident** date, the settlement figure and the amount of excess applied; and
- A copy of **your motorcycle insurance policy**.

The **Claims Administrator** will tell **you** if they need any other information and/or documentation from **you** in support of **your** claim.

Complaints

It is **our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints regarding the sale of **your** policy, please contact **BeMoto** who arranged this insurance for **you**:

BeMoto
PO Box 1338
Peterborough
PE1 1LZ

Tel: 01733 907001
Email: complaints@bemoto.uk

For complaints regarding a claim under **your** policy, please contact the **Claims Administrator**:

Complaints Department
The Claims Manager
Bumble Bee Essex Limited
3 Redwing Court
Romford
Essex
RM3 8QQ
Email: complaints@theclaimsmanager.com

In all correspondence please state **your** full name, address and registration number and that **your** insurance is provided by **Policy Excess Insure Ltd**.

If it is not possible to reach an agreement, **you** have the right to make a complaint to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.

Most complaints can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **we** will keep **you** updated on **our** progress and estimated date of resolution.

If after eight weeks of making **your** complaint, **we** are still not in a position to issue **you** with a final response, **we** will send **you** a letter explaining the reason for the delay and advise **you** of **your** right to complain to the Financial Ombudsman Service (FOS).

If **you** remain dissatisfied after **our** final written response, **you** may refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. Their address is Exchange Tower, London, E14 9SR and their telephone number is 0800 023 4567 or if calling from a mobile or a non BT line then the telephone number is 0300 123 9123. Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given **us** and **Policy Excess Insure Ltd** the opportunity to resolve it.

If **you** remain dissatisfied after following the above complaints procedures in full, **you** may ask the following autonomous and independent body to review **your** case.

Office of the Arbiter for Financial Services
1st Floor, St. Calcedonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Following the complaints procedure does not affect **your** right to take legal action.

COMPENSATION SCHEME

If Bastion Insurance Company Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

General Data Protection Regulation

A SUMMARY OF HOW WE USE YOUR PERSONAL INFORMATION

Moto Broking Limited is the controller of your personal information. **We** Will keep **you** informed about how **we** use **your** personal information in the document 'Website Usage & Privacy Policy', which is available:

- online at www.bemoto.uk/privacy-hub
- in writing, Braille, large print and audiotape from Customer Support, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: helpme@bemoto.uk

You have a number of rights concerning **your** personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you**;
- *correct* personal information;
- have **your** personal information *deleted*;
- *restrict us* processing **your** personal information;
- receive **your** personal information in a *portable* format; and
- *object* to **us** processing **your** personal information.

If **you** want to find out more or exercise these rights, contact Customer Support, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: helpme@bemoto.uk

You can contact **us** about data protection at: Data Protection Officer, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: dpo@bemoto.uk

POLICY EXCESS INSURE LTD - LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with **Policy Excess Insure Ltd's** Privacy Policy. For details of **Policy Excess Insure Ltd's** Privacy Policy, please visit <https://www.pexinsure.co.uk/privacy-policy/> or email them at info@pexinsure.com. In all correspondence please state **your motorcycle insurance** policy number, full name, address and registration number and that **your** insurance is provided by **Policy Excess Insure Ltd**.

If **you** have any questions or concerns about how **Policy Excess Insure Ltd** handle **your** personal data **you** should contact: info@pexinsure.com

Please note that **Policy Excess Insure Ltd** record telephone calls for training and evidential purposes.

This policy document and other associated documents are available in large print. If you need any of these please contact us on 01733 907001.

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058. Registered office: First Floor 15-27, Cowgate, Peterborough, PE1 1LZ. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA number 715903).

