

# Your Policy Document

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BIKE TRACKDAY DAMAGE

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### Welcome

#### TO THE UK'S MOST PASSIONATE MOTORCYCLE INSURANCE BROKER

BeMoto is a specialist motorcycle insurance broker, run by bikers exclusively for enthusiasts. We offer products for all types of bikes and collections, whether used on the road, ridden on the track or at home resting in the garage.

Our purpose is to make it easy for you to enjoy your passion by offering great value, high quality products and a personal service when you need us.

As bikers, we also believe in treating bikers fairly, offering excellent value for money with a first class experience. That's why **we won't charge you an 'amendment fee' if you call us to make a change to your policy**, such as changing your circuit or track date (a fair usage policy applies and the insurer may require additional premium).

#### MOTORCYCLE TRACKDAY INSURANCE

This policy has been designed for bikers who wish to insure their motorcycle whilst being used on track at an organised trackday for accidental damage.

This policy is NOT for competitive riding, racing or timed runs and does not provide any cover for injury to any third party or damage to any third party property. There is no cover under this policy for the motorcycle to be ridden off the circuit; whether on public or private land.

Other exclusions may apply, please refer to pages 10 and 11.

#### OTHER TRACK INSURANCE PRODUCTS AVAILABLE FROM BEMOTO

- Race Van insurance for vans that are only used for leisure purposes (not commercial use), e.g. carrying your bikes and gear to a track and for sleeping in at circuits;
- Travel & Repatriation Insurance for overseas trackdays to cover your emergency medical and repatriation costs in the even of an accident on track;
- Fire & Theft insurance for your track or race bike when securely stored in a locked building, even if it is not road-registered with a V5 (optional "In Transit" cover available too); and
- Personal Injury Cover for track day riders and amateur racers (short circuit), with guaranteed immediate acceptance and no underwriting.

Thank you for choosing BeMoto.

Nick, Director

Mat, Director

Ben, Director

#### WAYS TO CONTACT US



01733 907001 (Service)



www.bemoto.uk/contactus



@bemotouk



helpme@bemoto.uk

BeMoto, PO Box 1338, Peterborough PE1 1LZ

www.facebook.com/bemoto.uk

For our joint protection, calls may be monitored and recorded. Please refer to <u>www.bemoto.uk</u> for our opening hours.



ALL COVER UNDER THIS POLICY WILL CEASE AFTER A SUCCESSFUL CLAIM IS SETTLED Partial refunds may be given for unused 'Track Dates' if you have purchased a multi-day policy.

## CLAIMS: 01733 907001

### In the event of an incident:



#### **IMPORTANT**

• We strongly urge you to take photographs of your motorcycle from all four sides **BEFORE** taking to the track. This can help in the event of a claim.

#### CLAIMS

In the event of a claim, or in the event of an accident:

- Photographs are taken of the damaged motorcycle **PRIOR** to removal from circuit. Photographs should show all damage.
- The insurer requires an **independent statement from a circuit official** confirming the location, date and time of the accident.
- You will notify us within **48 hours**, unless you have good reason.

Estimates may be obtained but no repair work is to be undertaken without prior permission from the insurer.

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### Definitions

The following words and terms have the definition set out here wherever they appear in bold font in this document:

#### BeMoto, Our, Us, We

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

#### Circuit

The track of the circuit described on the Trackday Insurance Details Document under section 'Track Date'. Cover only applies whilst your motorcycle is on the track and does not extend to any loss or damage occurring in the pit garage, paddock or other similar areas of the circuit or outside of the circuit.

#### **Excess**

The amount of any claim you will have to pay.

#### Modification(s)

Modifications are any changes made to your motorcycle since it left the production line that increase its value or theft appeal. These include any changes made by a motorcycle dealership, you or any previous owner.

#### Motorcycle(s)

The insured motorcycle including any **modifications** that can be proved by **you** at the time of the loss (photos and/ or receipts). The value of your modifications must be included in the value of your motorcycle declared to us.

#### Policy

This document, detailing the terms and conditions of **your** contract of insurance.

#### Pretty Bits (Bodywork & Fairings)

Top fairings, cowlings, seat cowls & fairings, side panels, infills, windshields and fairing screens, belly pans, air ducts, inspection panels, undertrays, huggers and any other components that could be described as such.

#### Structural Components

Think of what is called a "naked bike". Every component is necessary - the mirrors, handlebars, levers, speedo, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps etc.

#### The Insurer

The insurance company or Lloyd's syndicate, which is shown on your Trackday Insurance Details Document, that is providing insurance cover to **you**.

#### Trackday

A trackday is a strictly non-competitive (no timing, pace-making or racing) day at a race circuit where road registered bikes as well as track bikes can be ridden by individuals holding a full Category A Motorcycle Licence or ACU Race Licence on a race circuit without speed restriction. You must adhere to all safety briefings provided at the beginning of each trackday.

#### Trackday Insurance Details Document

The document specifying details about you, your motorcycle and the level of cover you have chosen. The trackday Insurance Details Document is only valid if you have paid for this insurance policy in full prior to taking part on the trackday.

#### You, Your

The person described on the Trackday Insurance Details Document under section 'Your Details'.

### **Important Legal Information**

#### **YOUR** RESPONSIBILITIES

Under the Consumer Insurance (Disclosure and Representations) Act 2012, if **you** do not provide complete and accurate answers to questions asked by **us**, **we** or **the insurer** may cancel **your policy** or **the insurer** may void **your policy** and **the insurer** may impose an additional premium along with additional **policy** terms. This may result in **the insurer** rejecting or only paying in part claims **you** make. **We** may also charge a fee in accordance with **our** Terms of Business, available on **our** website at: www.bemoto.uk/help-and-support/legal-information-and-policies

Please make sure that **you** read **your** documents thoroughly and ensure that any information that **you** have provided to **us** is accurate, true and correct.

If any of the information shown on **your** documents is not accurate then please call **BeMoto** immediately on 01733 907000 to advise.

#### CONTRACT

Your policy, if paid for in full, is a legal contract between you and **the insurer** and is made up of this document together with your Trackday Insurance Details Document (which details the level of cover you have chosen).

If the details that **you** have provided to **us**, detailed on **your Trackday Insurance Details Document**, are correct and up to date, as well as all payments due, **the insurer** will provide **you** with the insurance cover specified in this document.

It is important that you read all documents as they contain useful and important information about your policy.

You must keep to our Terms of Business (available on our website), or we may cancel your policy.

#### CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

No person, company or business who is not named on **your policy** shall have any rights to enforce any terms or conditions of **your policy**. This will not affect any other rights that person, company or business has apart from under this Act.

#### CHOICE OF LAW

Your policy will be governed by and managed in line with the law of England and Wales unless you live in Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply. This is unless you and **the insurer** agree otherwise.

#### USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in English.

#### DEMANDS AND NEEDS

In choosing this product and the level of cover, **you** have not received any personal recommendation from **us**. The choices that **you** will have made depend on **your** personal circumstances.

Trackday insurance is a limited cover and does not follow all of the conditions of standard motor insurance.

This **policy** does NOT cover **you** for ANY riding that may be deemed "competitive" (this includes any form of timing).

Cover only applies whilst **your motorcycle** is on the track and does not extend to any loss or damage occurring in the pit garage, paddock or other similar areas of the **circuit** or outside the **circuit**.

**IMPORTANT** 

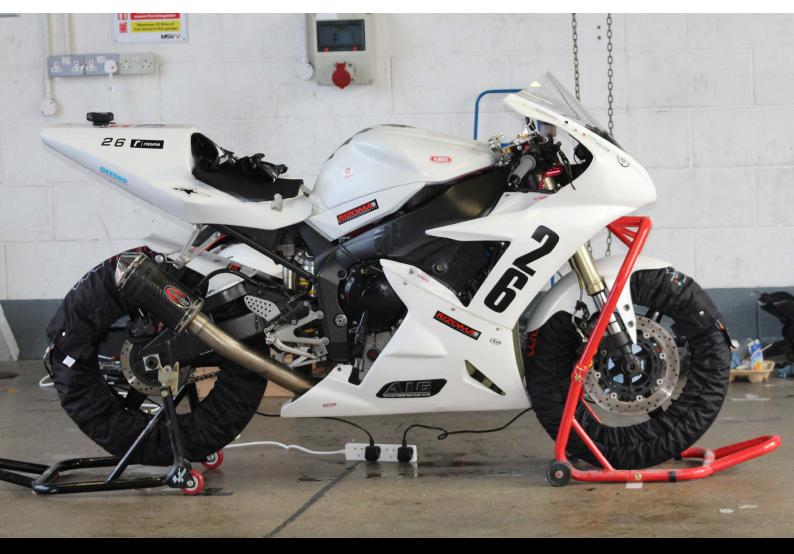
We strongly urge you to take photographs of your motorcycle from all four sides **BEFORE** taking to the track. This can help in the event of a claim.

### Type of Insurance Cover

This is an accidental damage **policy** designed to cover **your motorcycle** in the event **you** have an accident on a **circuit** or another participant causes damage to **your motorcycle** whilst on a **circuit**.

This **policy** is for private individuals only and does not provide any cover for **motorcycles** kept in relation to commercial purposes.

This **policy** does not provide any cover for injury to any third party or damage to any third party property and there is no cover under this **policy** for **your motorcycle** to be ridden off the **circuit**; whether on public or private land.



#### Other specialist insurance products available from BeMoto

#### Cover for bikes used on the road (including multi-bike policies):

- £100,000 Legal Expenses Insurance included as standard and NO Amendment Fees to make policy changes
- Titanium Cover includes 90-days EU cover and full UK & EU breakdown cover from the RAC, worth over £200

#### Cover for motorcycles when locked in storage (including unregistered track and race bikes):

- Fire & Theft cover for any type of motorcycle when not in use and secured in a locked building; and
- Malicious Damage cover (including attempted theft) when in storage.



Visit www.bemoto.uk for details.

### **Cover Provided**

This **policy** covers the cost of repairs or replacement of "Structural Components".

If specified on **your Trackday Insurance Details Document** under heading 'Insurance Details' the **policy** is extended to cover "**Pretty Bits**".

Cover is provided up to the point that **the insurer** decides that **your motorcycle** is uneconomical to repair when **your motorcycle** will be written off and the market value paid.

#### Structural Components

Think of what is called a "naked bike". Every component is necessary – the mirrors, handlebars, levers, speedo, footrests, exhaust and silencers, forks & suspension, steering yokes, frames & subframes, wheels and all associated components, discs & calipers, master cylinders, tank, tail-lamps etc.

Otherwise they are:

#### Pretty Bits' (Bodywork & Fairings)

Top fairings, cowlings, seat cowls & fairings, side panels, infills, windshields and fairing screens, belly pans, air ducts, inspection panels, undertrays, huggers and any other components that could be described as such.

For the avoidance of doubt, if **your motorcycle** is road-legal and is insured on a '**Structural Components**' only basis it does not necessarily cover **your motorcycle** being returned to road-legal status.

#### WHAT YOUR POLICY COVERS

- External accident damage (i.e. impact) to your motorcycle only whilst engaged in the specified trackday activity.
- Fire damage but only if directly following an accident (i.e. impact).
- The costs of repairing your motorcycle up to £100.00 labour costs per hour (including VAT) unless specifically agreed otherwise by the insurer or, if the insurer decides, pay you or the legal owner (should your motorcycle be subject to hire purchase or lease) an amount in full settlement. Any amount paid cannot be more than the market value of your motorcycle at the time of the accident. Where your motorcycle is insured for the full market value, in the event the claim is settled as a total loss the insurer has the right to decide to keep the salvage. The insurer can choose either of these alternatives.

#### WHAT YOUR POLICY DOES NOT COVER

- Internal damage to the engine or to the gearbox or transmission.
- Mechanical, electrical or computer breakdown, howsoever caused.
- Liability to other participants, to any third parties or to passengers or any property damage.
- Competitive riding (in other words, whilst racing or on timed runs or trials).
- Consumable items such as tyres, oils, linings etc.
- Cosmetic damage such as paint chips or wheel scuff that are not a consequence of a direct and obvious impact.
- Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
- Shipping / Transportation / Recovery costs.

### **General Exclusions**

## The exclusions below apply to the whole of your policy

#### WHAT IS NOT COVERED

- 1. Cars.
- 2. Internal damage to the engine / gearbox or transmission, unless it is a consequence of a direct impact / a direct consequence of an accident on the **circuit** or with another participant.
- 3. Damage to items caused by mechanical, electrical or computer breakdown, however caused.
- 4. Liability to other participants, to any third parties or to passengers or any property damage.
- 5. Competitive riding (in other words, whilst racing or on timed runs or trials).
- 6. Consumable items such as tyres, oils, linings etc.
- 7. Cosmetic damage such as paint chips or wheel scuffs that are not a consequence of an accident on the **circuit** or with another participant.
- 8. Extra costs involved in repairing specialised paintwork and logos unless specifically agreed.
- 9. Shipping / Transportation / Recovery costs.
- 10. Labour costs exceeding £100.00 per hour (including VAT).
- 11. Loss or damage to **your motorcycle** whilst being riden by any person other than the person described on the **Trackday Insurance Details Document** under section 'Your Details'.
- 12. Any fraudulent, dishonest or criminal act.
- 13. Damage due to wear and tear and gradual deterioration.
- 14. Loss of items which are not standard fittings on **your motorcycle** (For the avoidance of doubt **the insurer** will cover **modifications** to **your motorcycle** if they were included in the value of **your motorcycle** declared to **us** and can be proved by **you** at the time of the loss (photos and/or receipts).
- 15. Loss or damage which is insured by any other existing insurance including and not limited to motor or household insurances.
- 16. Loss of use, delay or consequential loss of any description including confiscation or abandonment.
- 17. Loss of computer logging systems.
- 18. Loss of or damage to your motorcycle whilst being worked upon.
- 19. Loss from any form of mechanical or electrical breakdown or damage, ingress of water, rust, oxidization, latent defect or inherent vice.
- 20. Loss or damage to overalls, leathers, helmet, boots or gloves.
- 21. Personal Injury (Note cover can be purchased separately).
- 22. Injury or damage caused by or resulting from the riding of or use of **your motorcycle** on a road or public highway within the meaning of the Road Traffic Act.
- 23. Diminution of the market value following repair.
- 24. The first amount of any claim specified under excess detailed in the Trackday Insurance Details Document.

#### YOU MUST TAKE ALL REASONABLE STEPS TO

1. Prevent or reduce loss or damage and observe any legal condition, by-law or other regulation.

### Important Claims Information

#### **POLICY** TERMINATION AFTER A CLAIM

All cover under this **policy** will cease after a successful claim is settled.

#### ACCIDENT STATEMENT

**The insurer** requires an independent statement from a **circuit** official confirming the location, date and time of the accident. Please note that **the insurer** will repudiate **your** claim if **you** are unable to provide this.

#### PHOTOGRAPHS

Photographs must be taken at the **circuit** and PRIOR to any repairs to **your motorcycle**. Photographs should be taken from all four sides of **your motorcycle** regardless of damage. It is **your** responsibility to prove **your** loss. This is a REQUIREMENT on **your policy**. **The insurer** has absolute right to repudiate a claim if **you** fail to comply with the above stipulations. Photographs should be sent directly to **us** either digitally or by post.

#### LOSS ADJUSTER

**The insurer** may require that the processing of **your** claim is overseen by an independent third party and may engage the services of a loss adjuster. This is to ensure **your** claim is treated effectively and fairly if there are areas of discussion. Correspondence relating to **your** claim should be sent directly to **the insurer** unless notified otherwise.

A report will be submitted from the loss adjuster to **the insurer**. Claim payment will come directly from **the insurer** unless advised otherwise.

#### REPAIRS

No repair work is to be undertaken without prior permission from the insurer.

#### DISPOSAL OF PARTS

Damaged parts should NOT be disposed of until **you** have permission to do so.

#### FRAUD

If **you** shall make any statement, claim or representation knowing it to be false or fraudulent as regards amount or otherwise, this insurance may become invalid and **your** claim refused.

#### UNDERINSURANCE/AVERAGE

This **policy** requires that **your motorcycle** is insured for the correct market value. If **you** are under-insured, in the event of a claim **the insurer** will pay less and their settlement figure will be proportionate to the amount of under insurance.

#### MARKET VALUE

This **policy** is based upon market value and is NOT an "Agreed Value" **policy**.

#### SALVAGE

In the event a claim is settled as a total loss (also known as a 'write-off') the insurer retains the rights to salvage.

#### HOW TO MAKE A CLAIM

If you wish to notify us of a claim, this can be done by emailing helpme@bemoto.uk or calling us on 01733 907001 or by going directly to our online claim notification form at: www.bemoto.uk. The insurer will be responsible for managing and settling any claims you make under your policy.

In the event of a claim, or in the event of an accident, which could give rise to a claim it is warranted that:

- a. Photographs are taken of **your** damaged **motorcycle** PRIOR to removal from **circuit**. Photographs should show all damage.
- b. You will notify us within 48 hours, unless you have good reason for not being able to do so.
- c. Estimates may be obtained but no repair work is to be undertaken without prior permission from the insurer.

### **Data Protection**

#### 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

For full details of **the insurer's** Privacy Notice, please contact **the insurer** directly (their details will be shown on **your Policy Schedule**).

### **Cancelling Your Policy**

#### **GENERAL INFORMATION**

We hope that you will be happy with your policy, but if you wish to cancel, please contact us immediately. If the trackday for which this policy was purchased has already taken place, then no refund of premium will be allowed. You may be entitled to a partial refund on a multi-day policy for any unused future trackdays. Refer to the endorsement on your Trackday Insurance Details Document to see how refunds are calculated. In all cases our Administration Fee is non-refundable.

A Cancellation Fee may also be charged after **your** 14-day statutory cooling-off period in accordance with **our** Terms of Business, available on **our** website at: www.bemoto.uk/help-and-support/legal-information-and-policies

#### YOUR RIGHT TO CANCEL

#### 1. Cooling off period

You have the statutory right to cancel your policy up to 14-days after you receive your Trackday Insurance Details Document. If you wish to cancel and the insurance cover has not yet started, you will be entitled to a full refund of the premium paid, less our Administration Fee which is non-refundable.

#### 2. After the cooling off period

Following the expiry of **your** 14-day cooling-off period, **you** continue to have the right to cancel **your policy**. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid, less **our** Administration Fee which is non-refundable. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** may be entitled to a partial refund. The latter will only apply where **your policy** covers multiple **trackdays**.

You may also have to pay a Cancellation Fee as set out in our Terms of Business.

#### **OUR** RIGHT TO CANCEL

We (or the insurer) may cancel this **policy** and/or any additional cover options. In the unlikely event that we do cancel this **policy**, we will provide you with at least 7 days' written notice. We will send this notice to your last known postal and/or e-mail address. We will explain the reason for cancellation in **our** cancellation notice.

Valid reasons for why we or the insurer may cancel your policy include, but are not limited to:

- changes to the information detailed on **your Trackday Insurance Details Document** results in **the insurer** no longer wishing to provide cover;
- where, **we** or **the insurer** have become aware of a new claim or incident from before the start of **your policy** and this results in **the insurer** no longer wishing to provide cover;
- if premiums are not paid, when due, we will write to you requesting payment by a specific date. If we receive
  payment by the date set out in the letter we will take no further action. If we do not receive payment by this date
  we will cancel the policy and/or any additional cover options from the cancellation date shown on the letter;
- where we reasonably suspect your involvement in or association with insurance fraud and/or any other financial crime;
- when you or a person acting on your behalf uses threatening or intimidating behaviour or language towards our staff, suppliers or agents, or towards the insurer's staff, suppliers or agents;
- where **you** fail to co-operate with **the insurer** or do not provide **the insurer** with information or documents, that they reasonably require, and this affects **the insurer's** ability to process a claim or defend their interests; or
- where you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we cancel your policy, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time you were provided such cover, unless the reason for cancellation is fraud and/ or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012 or you have made a claim.

#### **REFUNDS ON CANCELLATIONS**

If you are due a refund, we will send this to you within 30 days of you telling us that you would like to cancel.

#### **OUR** PROMISE OF SERVICE

We aim to provide the highest standard of service to every customer, but we recognise that things do go wrong occasionally. If **our** service does not meet **your** expectations, we want to hear about it, so we can try to put things right. We take all complaints seriously and we aim to resolve problems quickly.

If your complaint is about the insurer or a claim you can contact them using the details below.

We will record and analyse your comments to make sure we continually improve the service we offer.

#### WHAT TO DO IF YOU ARE UNHAPPY AND WISH TO MAKE A COMPLAINT

If you wish to make a complaint, you can do so at any time by referring the matter to either **BeMoto** (for quotes and sales), **the insurer**, or the complaints team at Lloyd's.

The address of **BeMoto** is: PO Box 1338, Peterborough, PE1 1LZ E-mail: complaints@bemoto.uk Telephone: 01733 907001

The address of **The Insurer** is: Indigo Underwriters Ltd, 32 Threadneedle Street, London, EC2R 8AY Email: complaints@indigounderwriters.com Telephone: 0203 286 6300

The address of the Complaints Team at Lloyd's is: Complaints, Lloyd's, One Lime Street, London EC3M 7HA Telephone: 0207 327 5693 / Fax: 0207 327 5225 E-mail: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at: www.lloyds.com/ complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at: www.financial-ombudsman.org.uk

If **you** have purchased **your policy** online you can also make a complaint via the EU's online dispute service: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&Ing=EN

#### IN THE EVENT OF THE INSURERS INSOLVENCY

You may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). Further information is available from them at: Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone: 0800 678 1100 or 0300 123 9123 from a mobile.



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 registration number 715903).

