



be moto

For bikers who love biking

Your Policy Document

TRACKDAY INSURANCE

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 OFF ROAD PRODUCTS AVAILABLE FROM BEMOTO

- Fire & Theft insurance for any bike not in use and locked in a garage, including non road legal track bikes, dirt bikes, SORN & laid-up road bikes or even kids motorbikes
- Personal injury plans and income protection for riders and racers, on and off road, amateur or professional with guaranteed immediate acceptance and no underwriting.

Thank you for choosing BeMoto.



Nick Fenton, Director



Mathew Long, Director



Ben Blake, Director

WAYS TO CONTACT US



01733 907000



helpme@bemoto.uk



www.bemoto.uk/contactus



BeMoto, PO Box 1338, Peterborough PE1 9RU



@bemotouk



www.facebook.com/bemoto.uk

*For our joint protection, calls may be monitored and recorded.
Please refer to www.bemoto.uk 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 907000

In the event of an incident:



IMMEDIATELY
get a statement from
a circuit official



The statement **MUST**
include the time &
date of the incident



The statement **MUST**
include the location of
the incident



Take photos of the
damage at the circuit
PRIOR to removal



CALL the claims
helpline
within 48 hours



DO NOT start any
repairs without the
insurers approval

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.

THIS IS A SUMMARY OF YOUR COVER

Please refer to your Trackday Insurance Details Document which shows the level of cover you have chosen, details of your insurer, details of the circuit and details of the date(s) of your trackday(s).

For full details of all policy terms & conditions please refer to the relevant sections of this document and your Trackday Insurance Details Document (which includes details of the excesses that applies to your policy).

Summary of Features & Benefits	Details & Limits	Section
<p>This product is for non-competitive trackdays only and covers external accident damage to your motorcycle, caused by you or by another participant, whilst on track at a specified circuit and date.</p> <p><i>Please refer to your Trackday Insurance Details Document to see whether or not you have included cover for 'Pretty Bits' (Bodywork & Fairings).</i></p>	<p>Significant features and benefits The insurer at their discretion will, either:</p> <ul style="list-style-type: none"> • pay for your motorcycle to be repaired; • replace your motorcycle up to its market value (including declared modifications value) at the time of the incident; or • pay the amount of the loss or damage to your motorcycle. <p>Significant exceptions and conditions</p> <ul style="list-style-type: none"> • Any loss or damage to the motorcycle other than as a result of an incident whilst on track at the specified circuit. • Riding the motorcycle off the circuit; whether on public or private land. • Cover for the motorcycle whilst in transit. • Personal injury. • Competitive riding or timed racing. • Liability to other participants, to any third parties or to passengers or any property damage. • Internal damage to the engine or to the gearbox or transmission. • Loss or damage to overalls, race suit, leathers, helmet, boots or gloves. • Damage due to wear and tear or gradual deterioration. • Mechanical, electrical or computer breakdown. • 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. 	<p>Trackday Insurance Details Document & Cover Provided [Page 10].</p> <p>Cover Provided [Page 10] and General Exclusions [page 11].</p>
<p>Excess</p>	<p>Your policy is subject to an excess, the amount you must pay in the event of a claim.</p>	<p>Trackday Insurance Details Document</p>

Changes to specified Trackday date(s) or Circuit(s)

You have the right to change the date of the trackday or change the circuit. We won't charge you an 'amendment fee' to make changes to your policy (a fair usage policy applies and the insurer may require additional premium).

Cancellation rights

You have the right to cancel this policy at any time. 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 later will only apply where your policy covers multiple trackdays. You may also have to pay a Cancellation Fee. For more information refer to 'Cancelling Your Policy' on page 16 and the Fees section in our Terms of Business: www.bemoto.uk/help-and-support/legal-information-and-policies

Policy Summary

Claims

Please see the 'Claims Checklist' at the front of this document for details of what to do in the event of an accident or incident. Further claims handling information can be found on page 12.

It's important to take photographs of your motorcycle from all four sides BEFORE taking to the track. This can help in the event of a claim.

The insurer requires an independent statement from a circuit official confirming the location, date and time of an accident or incident and photographs to be taken of the damaged motorcycle PRIOR to removal from circuit. Photographs should show all damage.

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

Complaints

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), Indigo Underwriters Ltd, or the complaints team at Lloyd's.

The address of BeMoto is: PO Box 1338, Peterborough, PE1 9RU

E-mail: complaints@bemoto.uk

Telephone: 01733 907000

The address of The Insurer: Indigo Underwriters Ltd, No 1 Royal Exchange, London EC3V 3DG

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&lng=EN>

In the event of 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.

Contents

Welcome		2
Claims Checklist		3
Policy Summary	Key Facts	4
Definitions	Words with special meaning in this document	7
Important Legal Information	Your responsibilities	8
Type of Insurance		9
Cover Provided		10
General Exclusions	The exclusion that apply to whole of this policy	11
Claims	Important information and claims process	12
Data Protection	Show this to anyone else you have given information about	13
Cancelling Your Policy		16
Complaints		17

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: Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP. 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):

- Free Legal Expenses Insurance and NO broker fees to make policy changes mid-term
- 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 non-road track bikes):

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

Visit www.bemoto.uk for details.

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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 ridden 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 907000 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

Please read this notice as it explains how **your** personal information is used. Please show this notice to anyone else **you** have given information about because it will also apply to them.

For the purpose of this section (Data Protection), all references to '**we, us and our**' also refer to **our** agents acting on **our** behalf and the term '**the insurer**' also includes their agents and reinsurers.

PERSONAL INFORMATION

Your personal information ('**Personal Information**') means any information held about **you** and anyone else connected to **your** insurance enquiry, quote or **policy**. **Your personal information** will be held for a reasonable time, on computer, paper file or other format, to ensure that a clear and complete history of insurance enquiries, quotes, **policy** records and transactions is maintained. It may also be used for research and analysis.

The Data Protection Act 1998 sets out the requirements for the control of **your personal information**. For the purposes of the Data Protection Act 1998, the Data Controller in relation to **your personal information** is Moto Broking Limited (trading as **BeMoto**). **We** will share **your personal information** with **the insurer**, statutory bodies, regulatory authorities and other authorised bodies.

We and **the insurer** may research, collect and use data about **you** from publicly available sources (including Electoral Register, County Court Judgements, bankruptcy, repossession information, social media and networking sites) and industry registers. **We** may do this at any time to assist in providing **you** with a quote, arranging **your policy**, making a mid-term adjustment, renewing **your policy**, reporting an incident or handling a claim.

For more information on the Data Protection Act **you** may also write to the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone number 01625 545745

Your personal information may also be used or disclosed to regulators for the purposes of monitoring and keeping to any regulation. Occasionally, **your personal information** may be disclosed to selected third parties who are helping **us** to improve **our** services.

SENSITIVE PERSONAL DATA

Some of **your personal information** may include '**Sensitive Personal Data**', such as information about health issues and criminal convictions. **We** and/or **the insurer** use **sensitive personal data** to provide **you** with quotes, arrange and manage **your policy** and to provide the services to **you**, including claims. **Sensitive personal data** will not be used for marketing purposes.

CREDIT SEARCHES

We or **the insurer** may ask Credit Reference Agencies to provide information to assess **your** application or renewal. This information helps to confirm **your** identity, allows **us** to give **you** a quote and decide which payment options **to** offer **you**, for example, monthly instalments.

You will see a record of this search if **you** request a credit report. No other organisation who may conduct credit searches will be able to see it. The search will not affect **your** credit record or credit rating in any way.

INFORMATION FROM INSURANCE INDUSTRY REGISTERS

Under the conditions of **your policy**, **you** must tell **us** about any incident, such as an accident or theft, which may give rise to a claim (even if it was not **your** fault) and whether or not **you** claimed for them. **We** or **the insurer** may check various registers to validate **your** claims history or that of any other person or property associated with **your policy** or claim.

We or **the insurer** may search a range of registers, including:

- Claims and Underwriting Exchange (CUE) Register run by Insurance Database Services Limited (IDS Ltd)
- Hunter Database, run by Experian and
- Motor Insurance Anti Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

When **you** tell **us** or **the insurer** about an incident, **we** or **the insurer** may pass this information to the registers.

HOW YOUR PERSONAL INFORMATION IS USED

1. Insurance Administration, Renewal and Claims Handling

We will use **your personal information** to arrange and manage **your policy** and issue documents and information to **you**. **The insurer** will use **your personal information** to assess **your** insurance application, handle underwriting and claims.

Information may also be shared with other insurers either directly or via those acting for **the insurer** such as loss adjusters or investigators.

If **you** move to a new broker or insurer, **we** may confirm certain details about **your policy** to them. **We** will only do this if **we** are sure it is a genuine request.

If **you** have given **us** **your** credit or debit card details, **we** may use this information to automatically renew **your policy** unless **you** have asked us not to.

2. Preventing and Detecting Crime and Fraud

We and **the insurer** may use **your personal information** to detect and prevent fraudulent applications and claims. The savings **we** make help **us** to keep premiums down.

We and **the insurer** may check **your** information against a range of registers and anti-fraud databases for completeness and accuracy. **We** and **the insurer** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** or **the insurer** suspect fraud or find that false or inaccurate information has been given to **us**, appropriate action will be taken, which may include passing details to fraud prevention and law enforcement agencies.

We, **the insurer**, and other organisations, including those from other countries, may use information recorded by fraud prevention agencies to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees

3. Telling **You** about Other Products and Services

We will never sell or pass **your** information to third parties for marketing purposes. **We** may contact **you** about other products and services that may be of interest to **you**, or for market research, unless **you** have asked not to. **We** may contact **you** by post, telephone, text message, email or other appropriate means. **We** may use **your** information after **your policy** has lapsed. If **you** do not wish **your** information to be used for these purposes please let **us** know.

OVERSEAS TRANSFER OF DATA

We or **the insurer** may process **your personal information** for the purposes mentioned above in countries outside of the European Economic Area which may not have laws to protect **your personal information** but in all cases it will be kept securely and will only be used for the purposes described.

FURTHER INFORMATION

If **you** would like further information on, or wish to complain about the way **we** or **the insurer** use **your personal information**, please contact **us**.

You are entitled to receive a copy of **your personal information** that **we** hold. If **you** would like a copy, please contact **our** Data Protection Officer. **We** may charge a fee (see **our** Terms of Business) for providing a copy. Upon notification, **we** will correct or remove any information that is inaccurate and confirm this to **you**.

If **we** change the way that **we** use **your personal information**, **we** will let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

DEALING WITH OTHERS ON **YOUR** BEHALF

If **your** spouse, civil partner, partner or any other person (who **we** reasonably believe to be acting for **you**) call **us** and can answer our security questions, **we** will allow them to help **you** manage **your policy** or **your** claims.

For **your** protection only **you** can cancel **your policy** or change the contact address, unless **we** have agreed with **you** or, in the event of **your** death, the executors of **your** estate.

MONITORING AND RECORDING

We and **the insurer** may record or monitor calls for training, quality control and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

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.

Complaints

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 9RU

E-mail: complaints@bemoto.uk

Telephone: 01733 907000

The address of **The Insurer** is: Indigo Underwriters Ltd, No 1 Royal Exchange, London EC3V 3DG

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&lng=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.

be free



This policy document and other associated documents are available in large print. If you need any of these please contact us on 01733 907000.

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058. Registered office: Ruthlyn House, 90 Lincoln Road, PE1 2SP. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

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