A red and white Ducati 1098R motorcycle is the central focus, parked in a dark, cluttered storage area. The bike is angled towards the left. The background shows various items covered with grey cloths, a clock on the wall, and a metal cabinet. The lighting is dramatic, highlighting the motorcycle's sleek design and vibrant red color.

be moto

For bikers who love biking

Your Policy Document

**FIRE, THEFT & MALICIOUS DAMAGE COVER
FOR MOTORCYCLES IN STORAGE**

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 bike or moving home (a fair usage policy applies and the insurer may require additional premium).*

FIRE, THEFT & MALICIOUS DAMAGE COVER FOR BIKES IN STORAGE

This policy has been designed for bikers who wish to insure their motorcycle against fire, theft and malicious damage whilst kept at a specified address in storage within Great Britain and Northern Ireland.

This policy can be purchased to cover a wide range of bikes that aren't used on the road whilst in storage, including:

- Road legal motorcycles that will not be used on the road (i.e. 'laid-up' and SORN);
- Off road motorcycles, e.g. dirt and track bikes;
- Children's motorcycles, including mini-moto and electric trials bikes; or
- Classic motorcycles, including collections and show bikes.

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 the motorcycle to be ridden; whether on public or private land.

OTHER OFF ROAD PRODUCTS AVAILABLE FROM BEMOTO

- Accidental damage at an organised track day (UK or EU circuit, including Nurburgring Nordschliefe); and
- Cover for bikes in transit, for example to and from a track or event.

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

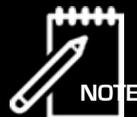
*For our joint protection, calls may be monitored and recorded.
Please refer to www.bemoto.uk for our opening hours.*

CLAIMS: 01733 907000

In the event of fire, theft or malicious damage (including attempted theft):



IMMEDIATELY
report it to the police



Get the police
officer's details

C.R.N

Take the Crime
Reference Number



Get the details of
anyone involved or
witnesses



CALL the BeMoto
claims helpline



Note the time &
date of the incident

As soon as reasonably possible after any loss or damage, you or your legal personal representatives must give the insurer full details of the incident. Any further information you receive about the incident should be sent to the insurer immediately.

The insurer requires full discretion in the conduct of any proceedings or the settlement of any claim. You must give the insurer or their representative all the information and assistance necessary to achieve a settlement.

All practical steps must be taken to minimise the loss, to protect against further loss, and where possible assist in the recovery of, your motorcycle.

Information, evidence and assistance as required together with (if required) a statutory declaration of the truth of the claim and of any matters connected with it are to be at your own expense.

Policy Summary

keyfacts®

THIS IS A SUMMARY OF YOUR COVER

Please refer to your Policy Schedule, which shows the level of cover you have chosen, details of your insurer, along with the start and end dates of your policy (the period of cover is 12 months).

For full details of all policy terms & conditions please refer to the relevant sections of this document and your Policy Schedule (including any excesses and endorsements that apply to your policy).

Summary of Features & Benefits	Details & Limits	Section
<p>Cover for fire, theft or malicious damage to your motorcycle whilst kept at a specified address in storage within Great Britain and Northern Ireland.</p> <p><i>Please refer to your Policy Schedule to see whether or not you have included cover for "Tools & Spares" and/or "In Transit".</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; or • Pay the amount of the loss or damage to your motorcycle. <p>Significant exceptions and conditions</p> <ul style="list-style-type: none"> • Loss of or damage to your motorcycle if the keys (or any alternative electronic or mechanical device designed to operate the ignition systems of the motorcycle) are in or on your motorcycle. • Any incident when your motorcycle is away from the risk address. • Loss of or damage arising from the use of your motorcycle under its own power. • Any damage to your motorcycle other than caused by fire, theft or malicious damage (this policy does not cover accidental damage caused by you or a third party). • Personal injury to any third party or damage to any property belonging to a third party. • Loss or damage to your motorcycle if it has been unattended at the risk address for a continuous period of 30 days or longer. • Loss or damage to your motorcycle unless security requirements have been adhered to. • Loss or damage to your motorcycle resulting from theft or attempted theft unless it involves forcible or violent means and a crime reference number is obtained from the Police. • Malicious damage to your motorcycle unless a crime reference number is obtained from the Police. • Wear and tear, depreciation, mechanical breakdown, damage to tyres or loss or damage to protective clothing. 	<p>Cover Provided (page 12)</p> <p>General Exclusions (page 13); and General Conditions (page 15).</p>
<p>Cover for modifications to your motorcycle</p>	<p>Any changes made to your motorcycle since it left the production line that increase its value or theft appeal, which have been declared to us and included in the total value of your motorcycle.</p>	<p>Your Obligations ('Modified Motorcycles') (page 11)</p>
<p>Excesses & limits</p>	<p>Your policy may be subject to excesses, the amount you must pay in the event of a claim. Certain limits to a claim may also apply.</p>	<p>Policy Schedule</p>
<p>Endorsements</p>	<p>Your policy may be subject to 'endorsements' (changes to the terms of your policy, replacing the standard insurance wording).</p>	<p>Policy Schedule</p>

Policy Summary

Cancellation rights

You can cancel your policy at any time, however different conditions apply depending on when you cancel your policy. You may also have to pay a Cancellation Fee. For more information refer to 'Cancelling Your Policy' on page 20 and the Fees section in our Terms of Business: www.bemoto.uk/help-and-support/legal-information-and-policies

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 16.

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 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 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.

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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: Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

Endorsement(s)

A change to the terms of **your policy**. An endorsement replaces the standard insurance wording and is shown in **your Policy Schedule**.

Excess

The amount of any claim **you** will have to pay.

Fire

Fire, self-ignition, arson, lightning, explosion and damage caused by smoke.

Malicious Damage

Deliberate damage caused by a third party to **your motorcycle** without **your** consent.

Market Value

The cost of replacing **your motorcycle** with one of the same make, model, specification, age, mileage and general condition as **your motorcycle** immediately before the loss or damage happened.

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**.

Period of Cover

The length of time for which **you** are insured with **the insurer** as stated on **your Policy Schedule**.

Policy

This document, detailing the terms and conditions of **your** contract of insurance, together with **your Policy Schedule**.

Policy Schedule

A document that contains details of **you**, **your motorcycle**, the insurance cover provided to **you** and any applicable **endorsements** or **excesses**.

Removable Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a **motorcycle**. These include, but are not limited to tank bags, satellite navigation systems, data logging equipment and any items that are deemed easily removable and have not been declared to **us** and accepted by **the insurer**.

Territorial Limits

Great Britain (England, Scotland, Wales) & Northern Ireland.

Risk Address

The address within the **territorial limits**, which is specified on **your Policy Schedule**, where **your motorcycle** is being stored and conforms to the statements in this document under section 'Basis of cover'.

The Insurer

The insurance company or Lloyd's syndicate, which is shown on **your Policy Schedule**, that is providing insurance cover to **you**.

Theft

Theft or attempted theft caused by forcible and/or violent means.

You, Your

The person described as the policyholder on **your Policy Schedule**.

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. The details **you** have provided to **us** are shown in **your Policy Schedule**.

If any of the information shown on **your** documents is not accurate or becomes inaccurate during the **period of cover** then please call **us** to discuss.

CONTRACT

Your policy is a legal contract between **you** and **the insurer** and is made up of this document, together with **your Policy Schedule** (which details any **excesses**, **endorsements** and the level of cover **you** have chosen).

If the details **you** have given **us** on **your Policy Schedule** are correct and up to date, as well as all payments due (part payments or monthly instalments must be up to date), **the insurer** will provide **you** with the insurance cover as shown on **your policy** documents.

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.

Type of Insurance Cover

This **policy** has been designed to meet the demands and needs of bikers who wish to insure their **motorcycle** against **fire, theft and malicious damage** whilst kept at the **risk address** in storage within the **territorial limits**.

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; whether on public or private land.

be brave



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

Accidental damage cover for track days and motorcycles in transit:

- Accidental damage at an organised track day (UK or EU circuit, including Nurburgring Nordschliefe); and
- Cover for bikes in transit, to and from the track.

Visit www.bemoto.uk for details.

be moto

Basis of Cover

This insurance is provided on the basis **you** have confirmed, when purchasing this insurance, that the following statements are correct:

1. In respect of the locked garage or locked building at the **risk address** where **your motorcycle** is stored or kept **you** have confirmed:
 - it is in a good state of repair and will be maintained in this state;
 - it has never been damaged by flood; and
 - it has never been damaged by subsidence, heave or landslip.
2. In respect of previous claims/policies **you** have not:
 - made any **fire, theft** or **malicious damage** claim(s) within the last 3 years;
 - had any break-in or attempted break-ins at the **risk address** within the last 3 years;
 - had insurance cancelled, refused or renewal refused for **your motorcycle**; or
 - been asked to pay an increased premium (other than normal rate increases) or asked to accept any special conditions or had any special terms imposed.
3. **You** do not have:
 - any prosecution or police enquiry pending;
 - a police caution in connection with an insurance policy/claim; or
 - any conviction for any offence involving dishonesty, fraud, violence, criminal damage, arson or drugs.
4. In respect of the insured **motorcycle** **you** have confirmed:
 - **you** are the owner; and
 - it is currently registered with the DVLA and has a V5; or
 - where **your motorcycle** is not registered with the DVLA **you** will apply for a DVLA registration certificate (V5C) for the **motorcycle** at the time of purchasing this insurance, even if **you** do not intend to use it on the road. (**You** will need to complete INF85 and V55/5 forms).

The current INF85 form, which includes a step-by-step guide to registering an off road motorcycle can be found here: www.gov.uk/government/uploads/system/uploads/attachment_data/file/328677/INF85_240614.pdf

Your Obligations

You must comply with all of the terms and conditions of this **policy**, take all reasonable precautions to minimise the cost of claims and to prevent an insured incident from happening.

- **You** must regularly check on **your motorcycle**. This **policy** does not provide any cover for loss or damage to **your motorcycle** if unattended at the **risk address** for a continuous period of 30 days or longer.
- **You** must take all reasonable precautions to store **your motorcycle** out of sight and in secure storage at the declared **risk address**.
- **You** must ensure that **your motorcycle** is locked and all security requirements, stipulated as part of **the insurer** providing the cover to **you**, must be adhered to.

In deciding to accept this **policy** and in setting the terms and premium, **the insurer** has relied on the information **you** have given to **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided **us** with false or misleading information **the insurer** will treat this **policy** as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **the insurer** may:

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid (**the insurer** will only do this if they provided **you** with insurance cover which they would not otherwise have offered);
- amend the terms of **your** insurance (**the insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness);
- reduce the amount paid on a claim in the proportion the premium **you** have paid bears to the premium **the insurer** would have charged **you**; or
- cancel **your policy** in accordance with **the insurer's** cancellation rights.

We or **the insurer** will write to **you** if **the insurer**:

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

MODIFIED MOTORCYCLES

The value of **your modifications** must be included in the value of **your motorcycle** declared to **us** and be proved by **you** at the time of the loss (photos and/or receipts). **You** must also tell **us** during the **period of insurance** if **your motorcycle** is modified after this **policy** has started.

We do not need to know about:

- like-for-like replacement parts, whether Original Equipment Manufacturer (OEM), genuine or pattern parts; or
- consumable parts (such as fuel filters, tyres, oil, oil filters, bulbs etc.); unless they increase the value or theft appeal of **your motorcycle**.

IT'S IMPORTANT TO DISCLOSE MODIFICATIONS

If **you** do not tell **us** about a **modification**, **you** risk having **your policy** cancelled or **the insurer** may not pay **you** for any claims.

Cover Provided

LOSS OR DAMAGE

This insurance **policy** is designed to provide cover for **your motorcycle**, should it be damaged, unlawfully taken or destroyed as a result of **fire, theft or malicious damage**. The **policy** is only operative whilst **your motorcycle** is in storage at the **risk address**. There is no cover under this **policy** for **your motorcycle** to be ridden; whether on public or private land.

Subject to the exceptions set out below, the general exclusions and conditions contained in **your policy**, if **your motorcycle** is stolen, damaged or destroyed, **the insurer** at their discretion will, either:

- pay for **your motorcycle** to be repaired;
- replace **your motorcycle**; or
- pay the amount of the loss or damage.

If **your motorcycle** is subject to a hire purchase, leasing or credit sale agreements, any payment may at **the insurer's** discretion be made to the owner described in that agreement and such payment will fulfil **the insurer's** obligation to make any payment under this **policy**.

THE MOST THE INSURER WILL PAY

The most **the insurer** will pay will be the value shown in the **policy schedule** provided the actual condition of **your motorcycle** immediately before any claim is not found to be significantly different from its actual condition when the value was determined by **you**. Furthermore, at the time of a claim, the value must be comparable to that of another motorcycle of the same make, model, year of manufacture, mileage and condition of **your motorcycle**.

Otherwise, the most **the insurer** will pay is the **market value** of **your motorcycle** at the time of a claim. If the insurance premium has been calculated based on the declared value of **your motorcycle** and if its **market value** is higher then **the insurer** will deduct the extra premium required from the cost of any claim.

General Exclusions

The exclusions below apply to the whole of your policy

WHAT IS NOT COVERED

GENERAL EXCEPTIONS

1. Loss or damage to **removable accessories** fitted to **your motorcycle**, however **we** do 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).
2. Any damage to **your motorcycle** other than caused by **fire, theft** or **malicious damage**. This exclusion includes, but is not limited to, accidental damage caused by you or a third party.
3. Any incident when **your motorcycle** is away from the **risk address**.
4. Personal injury to any third party or damage to any property belonging to a third party.
5. Loss or damage arising from the use of **your motorcycle** under its own power except when taken without **your** consent and reported as **theft**.
6. Any loss or damage to **your motorcycle** if it has been unattended at the **risk address** for a continuous period of 30 days or longer.
7. Loss of use, wear and tear, depreciation, deterioration.
8. Mechanical or electrical breakdowns or breakages.
9. Loss or damage to **modifications** and spare parts by **theft** if **your motorcycle** is not stolen at the same time.
10. The cost of paintwork above the cost of replacing the manufacturer's standard paintwork unless the change of paintwork was declared to **us**.
11. The cost of repairs or replacement parts which improve the condition of **your motorcycle** beyond that it was in prior to the incident.
12. Loss or damage to **your motorcycle** by someone who gained possession of it by trickery or deception.
13. Loss resulting from repossessing **your motorcycle** and returning it to its legal owner, where **you** are not the legal owner.
14. Loss or damage directly caused by pressure waves by an aircraft or other aerial devices travelling at sonic or supersonic speed.
15. Loss or damage to helmets and protective clothing.
16. Loss of value following repair.
17. Loss or damage to **your motorcycle** or its contents by **theft** or attempted **theft** or an unauthorised person taking it if it has been left unlocked; it has been left with the keys in or on it; or reasonable precautions have not been taken to protect it.
18. The first amount of any claim specified under **excess** details in the **Policy Schedule** and within the **endorsements**.
19. Loss or damage caused by **you** or any person using or working on **your motorcycle** with **your** permission.
20. Loss or damage from **your motorcycle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.
21. Loss or damage to **your motorcycle**, other than described under the "Limitations of Cover" section of **your Policy Schedule**.
22. Loss or damage to **your motorcycle** where the security requirements have not been adhered to.
23. Loss or damage to **your motorcycle** resulting from **theft** or attempted **theft** unless it involves forcible or violent means and a crime reference number was obtained from the Police.
24. Loss or damage to **your motorcycle** resulting from **malicious damage** unless a crime reference number was obtained from the Police.
25. Any costs incurred through the transportation of salvage of **your** damaged **motorcycle**, unless at **the insurer's** request and **the insurer** has agreed the costs.

26. Loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever, or any losses arising from:
 - i. ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
27. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war rebellion, revolution, terrorism (as defined in the UK Terrorism Act 2000), insurrection of military or usurped power.
28. Any incident, loss or damage arising during or in consequence of: i) earthquake ii) riot or civil commotion.
29. All other personal property.
30. The vanishing of **your motorcycle** in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons including, but not limited to, where there was no direct evidence of a forced entry/exit to the **risk address**, there is no direct evidence that **your motorcycle** was stolen.
31. **Theft** of ancillary equipment tools and/or spares, and/or tyres (unless **you** have chosen to pay extra for optional "Tools & Spares" cover, as agreed with **us** and **the insurer**).

General Conditions

The conditions below apply to the whole of your policy.

If **you** do not meet the terms and conditions of **your policy**, it could make the cover invalid or mean **the insurer** may refuse to pay **your** claim or only pay part of it.

GENERAL CONDITIONS

1. **You** shall at all times take all reasonable steps to safeguard **your motorcycle** from loss or damage. **The insurer**, upon reasonable notice, shall have free access to examine **your motorcycle** during the **period of cover**.
2. Insurance under this **policy** is only provided if **you** observe and fulfil the terms, provisions, conditions and **endorsements** of this **policy**.
3. **The insurer** will provide this insurance only if all information that **you** have supplied is up to date, correct and complete to the best of **your** knowledge and belief.
4. In the event of any loss or damage, **you** will allow **the insurer** access to assist with **your** claim and to deal with any salvage issues. Salvage becomes the property of **the insurer** at the time a signed Acceptance Form is returned to **the insurer's** representatives.
5. If at the time a claim is made under this **policy** and any other policy exists that would cover the same claim, **the insurer** will pay their share of the claim.
6. Where **the insurer** has accepted a claim and there is a disagreement over the amount to be paid, the dispute may be referred to an arbitrator at any time to be agreed between **you** and **the insurer** in accordance with the law. When this happens, a decision must be made before **you** can take any legal action against **the insurer**.
7. **You** shall pay **us** the premium as agreed with **us**.
8. **We** reserve the right to request that **the insurer** deducts any outstanding debt **you** owe to **us** from the settlement of any claim made under this **policy**.

FRAUD AND MISREPRESENTATION

If **you** or anyone representing **you**:

- deliberately provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance or making a claim;
- provides **us** with false documents;
- makes a claim or part of any claim that is fraudulent, false or exaggerated; or
- makes a fraudulent payment to **us**.

We and/or **the insurer** may:

- agree to amend **your policy** to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any charge to cover **our** administration costs;
- reject a claim or reduce the amount paid by **the insurer**; or
- cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** have with **us** or **the insurer**, and apply a cancellation premium charge.

Where fraud is identified **we** or **the insurer** may:

- not return any premium paid by **you**;
- recover any costs incurred from **you**;
- apply a cancellation fee; and
- pass details to fraud prevention and law enforcement agencies.

Claims Handling

HOW TO MAKE A CLAIM

Any occurrence which may result in a claim being made under this insurance must be reported to **us** as soon as possible, ideally within 7 days. 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

Full details of the loss and substantiation of the claim must follow within thirty days.

You must take all practical steps to minimise the loss or recover the missing property.

Information, evidence and assistance as required together with (if required) a statutory declaration of the truth of the claim and of any matters connected with it are to be at **your** own expense. **You** must provide all information and assistance to **the insurer** or their representatives and must not negotiate, pay, settle, admit or repudiate any claim without the written consent from **the insurer**.

You are responsible for costs incurred through the transportation of the damaged and insured goods, parts and/or chassis, engine and transmission to the United Kingdom unless **the insurer** requests otherwise.

In the event of theft or malicious damage, immediate notice must be given to the police. **The insurer** requires that **you** obtain a crime reference number.

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.

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 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. In all cases **our** Administration Fee is non-refundable. A Cancellation Fee may also be charged after **your** fourteen (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

Cancelling any direct debit instruction may not mean **you** have cancelled **your policy**. **You** will still need to let **us** know.

We will cancel **your policy** either from the date **you** contact **us**, or from any later date **you** give. **Your policy** cannot be cancelled from an earlier date. If **you** cancel **your policy**, any additional cover that **you** may have with **your policy** will also be cancelled at the same time. If **you** are paying by instalments and there is a claim, or an incident that may give rise to a claim, **you** must still pay **us** the balance of the full annual premium.

POLICY CANCELLATION

The premium that will be returned to **you** is calculated on a proportional basis (excluding any applicable Administration Fee, if any) as otherwise agreed in **our** Terms of Business.

Should there have been a claim there will be no return of premium. **You** can cancel this insurance at any time by calling **BeMoto** on 01733 907000.

We or **the insurer** can cancel this insurance by giving **you** seven (7) days notice in writing. **We** or **the insurer** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **the insurer** can no longer provide **you** with insurance cover; or
- non-cooperation or failure to supply any information or documentation **we** or **the insurer** request.

REFUND OF PREMIUM

This insurance has a cooling-off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of cover**, whichever is later.

If this insurance is cancelled then, provided **you** have not made a claim, this will be calculated on a proportional basis (excluding any applicable Administration Fee, if any). If **you** cancel this insurance outside the cooling off period, there will be an additional cancellation charge as stated in **our** Terms Of Business.

If **the insurer** pays any claim, in whole or in part, then no refund of premium will be allowed.

YOUR CANCELLATION RIGHTS. COOLING OFF PERIOD

You have a statutory right to cancel **your policy** within fourteen (14) days from the day of purchase of the contract or the day on which **you** receive **your Policy Schedule**, whichever is the later.

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.

You can cancel by calling 01733 907000 (**our** opening hours are available on **our** website).

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the policy terms and conditions (Policy Cancellation above).

CANCELLATION AT RENEWAL

We will send **you** a renewal invitation at a reasonable time before **your** renewal date. This will show **your** renewal premium and any changes to **your policy**. **We** reserve the right not to invite the renewal of **your policy**.

If **you** have not chosen **our** continuous payment option, **you** must contact **us** before **your** renewal date to continue with **your policy**. If **you** have chosen **our** continuous payment option, **we** will automatically renew **your policy** before it expires. As part of **our** renewal process **your** debit or credit card provider will tell **us your** new card number if it has changed. If **you** do not want to renew or **your** credit card provider has changed please contact **us** before **your** renewal date.

If **you** renew, whether or **not** under the continuous payment option, but then decide to cancel, so long as **you** tell **us** before **your** renewal date, **we** will refund what **you** have paid. If **you** cancel after **your** renewal date has passed **you** will be charged in line with the cancellation rules explained above.

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.

A rider in blue gear is shown in action on a blue and white dirt bike, leaning into a turn on a dirt trail. The rider is wearing a blue jacket, blue pants, and a blue helmet with a clear visor. The bike is a dual-sport style with knobby tires and a white front fender. The background is a clear blue sky and some green trees.

be cross

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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