

**be** moto

For bikers who love biking

# Your Policy Document

TITANIUM COVER



# Welcome

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

Thank you for choosing BeMoto.

BeMoto is a specialist motorcycle insurance broker, run by bikers exclusively for enthusiasts. We have products for all types of bikes and collections, whether used on the road or at home resting in the garage. We also have separate products available for non-road and track bikes, why not call us and find out more.

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, subject to you complying with our terms of business, **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).

### HIGH QUALITY INSURANCE COVER, DESIGNED FOR BIKERS

- Includes 90-days extended cover whilst riding in Europe
- Includes a number of high quality extras as standard (see table below)

| Feature                           | Included in Titanium Cover | Policy Documents   |
|-----------------------------------|----------------------------|--|
| Legal Expenses (up to £100,000)   | ✓                          | <a href="http://bemoto.uk/policy-documents">bemoto.uk/policy-documents</a> |
| Personal Accident (up to £20,000) | ✓                          | <a href="http://bemoto.uk/policy-documents">bemoto.uk/policy-documents</a> |
| Helmet & Leathers (up to £1,500)  | ✓                          | <a href="http://bemoto.uk/policy-documents">bemoto.uk/policy-documents</a> |
| RAC full UK & EU Breakdown        | ✓                          | <a href="http://bemoto.uk/policy-documents">bemoto.uk/policy-documents</a> |

### WE ALSO OFFER ADDITIONAL POLICY OPTIONS, THAT CAN BE ADDED FOR EXTRA PREMIUM

- Excess Contribution (up to £500)

*Please check your Policy Schedule for details of the additional product options you have chosen.*

We're honoured to arrange your insurance cover and we hope that you enjoy every moment of riding your motorcycle as much as we do ours.

Take care, have fun and enjoy the freedom of motorcycling!

Nick Fenton, Director

Mathew Long, Director

Ben Blake, Director

## WAYS TO CONTACT US



01733 907000 (sales & service)



01733 907009 (24 hour claims)



01733 907008 (motor legal helpline)



[www.bemoto.uk/contactus](http://www.bemoto.uk/contactus)



[helpme@bemoto.uk](mailto:helpme@bemoto.uk)



BeMoto, PO Box 1338, Peterborough PE1 9RU



[www.facebook.com/bemoto.uk](http://www.facebook.com/bemoto.uk)



[@bemotouk](https://twitter.com/bemotouk)

*For our joint protection, calls may be monitored and recorded.  
Please refer to [www.bemoto.uk](http://www.bemoto.uk) for our opening hours.*

## 24 HOUR CLAIMS: 01733 907009

### In the event of an accident:



**STOP** Even if the accident was not your fault



Exchange name, address & insurance details



Get the make, model & registration of any vehicles involved



Get the details of passengers, pillars & witnesses



**DO NOT** admit or discuss responsibility



Note details of the Police officer & Incident Reference Number



Take photos of all damage to vehicles or property



Note the time & date of the incident



**CONTACT THE POLICE** if anyone was injured & did not provide details



**CALL BEMOTO** on our 24 hour claims helpline



Record your location & any relevant road signs



Note the road layout & condition

### For theft, attempted theft or vandalism:



**IMMEDIATELY** report it to the Police



**CALL BEMOTO** on our 24 hour claims helpline



Note details of the Police officer

## C.R.N

Take the Crime Reference Number

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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).

## Certificate of Motor Insurance

The document that proves **you** have the insurance **you** need by law. The certificate shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles.

## 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(es)

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

## 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. These include any changes made by a motorcycle dealership, **you** or any previous owner. See more information on page 9.

## Motorcycle(s)

The insured motorcycle(s) including **modifications** declared to **us**, described in **your Policy Schedule** and shown on **your Certificate of Motor Insurance**.

## Named Rider(s)

Riders named on **your Certificate of Motor Insurance** under Section 5 "Persons or classes of persons entitled to drive".

## Period of Cover

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

## Policy

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

## 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

Easily removable parts that are not directly related to the function of **your motorcycle** and were not fitted on the production line. These include, but are not limited to, intercoms, satellite navigation devices and tank bags.

## Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## The Insurer

The insurance company or Lloyd's syndicate, which is shown on **your Certificate of Motor Insurance**, that is providing insurance cover to **you**.

## UK

England, Scotland, Wales and Northern Ireland.

## You, Your

The person declared as the policyholder on the **Certificate of Motor Insurance**.

# Modifications

## Definition of Modification(s)

**Modifications** are any changes made to **your motorcycle** since it left the production line. These include any changes made by a motorcycle dealership, **you** or any previous owner.

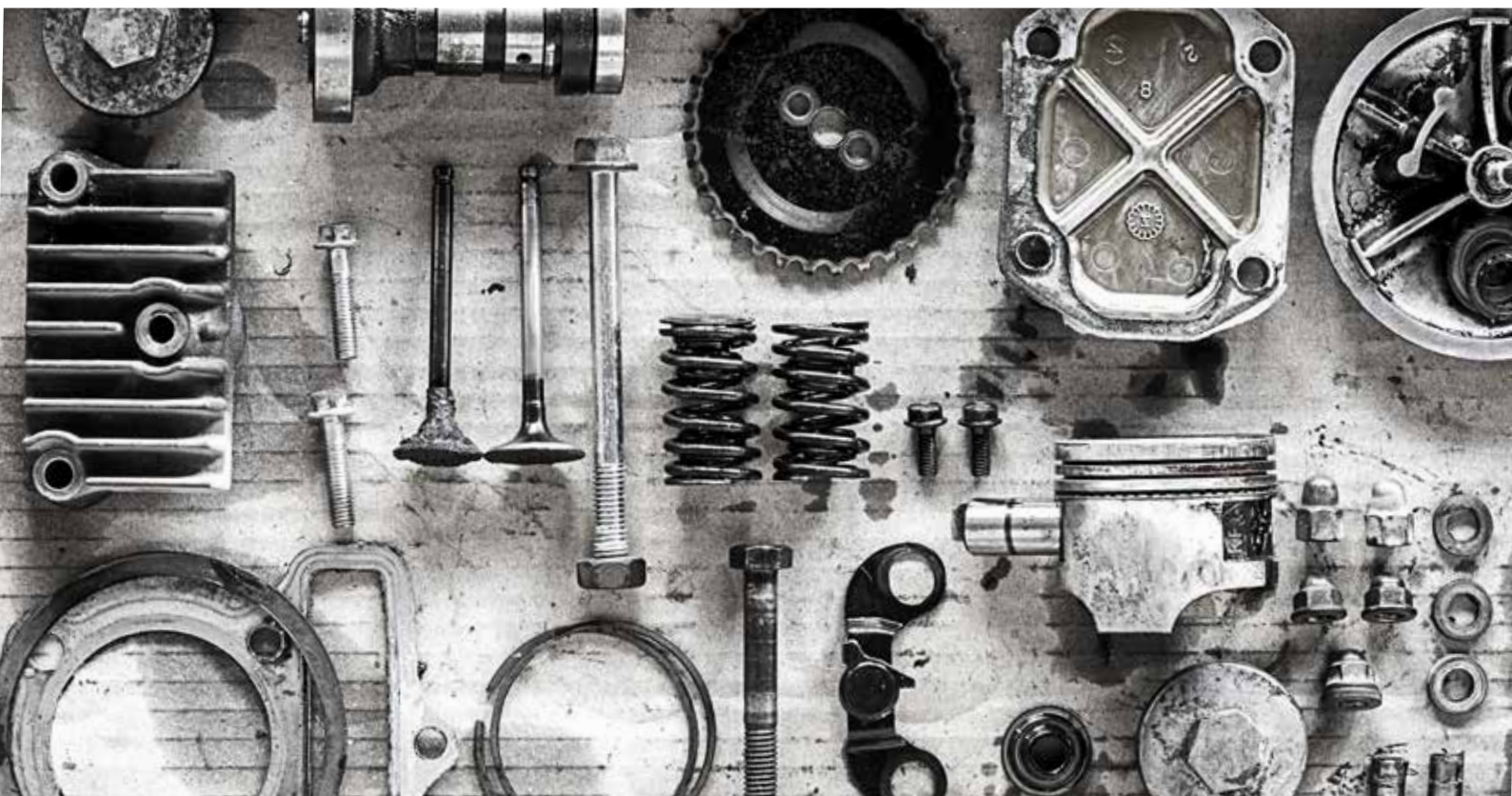
**You** need to tell **us** of any **modifications** to **your motorcycle**, irrespective of the insurance cover **you** buy. **You** must tell **us** during the **period of cover** if **your motorcycle** is modified after **your policy** has started.

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 performance of **your motorcycle**, enhance its value or increase its theft appeal.

## 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.



**Unlike some products, ours reinstates your modifications, as long as you've told us about them and the insurer has accepted them**

- We know bikers like to personalise their motorcycles and have developed specialist schemes
- Many other brokers say they 'cover' modifications, but actually replace them with standard factory parts
- We accept a large number of modifications as standard with no change in premium (see our website)
- It is always best to call us, whether you think it is a small change or not

Call us on **01733 907000** to discuss your modifications.

**be** moto

# 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**, **the insurer** may cancel **your policy** or **the insurer** may void **your policy** or **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 an administration fee to make any changes as set out in **our** Terms of Business.

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 given **us** are shown in **your** Statement of Fact document. If any of the information shown on **your** documents is not accurate then please call **us** immediately.

## CHANGES TO YOUR CIRCUMSTANCES

**You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** Statement of Fact, **Policy Schedule** or **Certificate of Motor Insurance** changes during the **period of cover**. If **you** do not tell **us**, **the insurer** may cancel **your policy** or **the insurer** may void **your policy** or **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 an administration fee to make any changes as set out in **our** Terms of Business.

Examples of changes **we** must be made aware of include:

- a change to any **named riders** who need to be insured under **your policy**;
- if any person insured under **your policy** receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions;
- if any person insured under **your policy** receives a criminal conviction;
- if **you** change **your motorcycle**;
- if the owner of **your motorcycle** changes;
- if the main rider of **your motorcycle** changes;
- if **you** change the way **your motorcycle** is used, for example using it for business purposes;
- if **you** change **your** address or the address where **your motorcycle** is kept overnight; or
- if any **modifications** are made to **your motorcycle**.

**You** must ensure that **you** provide **us** with accurate and complete information when asked questions about the changes in **your** circumstances.

## CONTRACT

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

If the details **you** have given **us** on the Statement of Fact document are correct and up to date **the insurer** will provide **you** with the insurance cover as shown on **your Policy Schedule**.

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

## USE

This **policy** only covers **your motorcycle** if it is being used in the way specified in **your Certificate of Motor Insurance** and **your Policy Schedule**. The insurance cover is for private individuals only.

This **policy** does not cover **you**, if **your motorcycle** is used in connection with any of the following:

- the motor trade (other than when a member of the motor trade either repairs or services **your motorcycle**);
- courier, despatch, food delivery or messenger services;
- hiring out **your motorcycle** for money;
- carriage of passengers or goods for hire or reward;
- racing, trials (apart from where your motorcycle is travelling on a road to which the public has access), pacemaking or being in any contest, reliability or speed trial; and
- riding on any race track or circuit including the Nurburgring Nordschliefe.



# Type of Insurance Cover

## WE OFFER THREE LEVELS OF ROAD INSURANCE COVER

The type of cover **you** have chosen, along with any additional cover is stated in **your Policy Schedule**. Please see below which sections of this document apply to each cover level:

| Cover Level                        | Section 1<br>Third Party Liability | Section 2<br>Fire & Theft | Section 3<br>Accidental & Other<br>Damage |
|------------------------------------|------------------------------------|---------------------------|---|
| Comprehensive (Comp)               | ✓                                  | ✓                         | ✓   |
| Third Party, Fire and Theft (TPFT) | ✓                                  | ✓                         |   |
| Third Party Only (TPO)             | ✓                                  |                           |   |

The cover level **you** have chosen also applies to Section 4 (European Cover, Foreign Use) as long as **your** trip does not last longer than 90 days and is of a temporary nature (for example, a holiday).

# Section 1

## Third party liability

This section applies to all policies (with the exception of Riding Other Motorcycles, unless this is shown on **your Certificate of Motor Insurance**).

### WHAT IS COVERED

#### LIABILITY TO OTHER PEOPLE (THIRD PARTIES)

As a result of any accident involving **your motorcycle**, or any other motorcycle **your Certificate of Motor Insurance** allows **you** to ride, **the insurer** will pay all sums **you** are legally responsible for:

- following death or bodily injury to other people;
- up to £20,000,000 (twenty million pounds) for loss of or damage to another person's property, including any indirect loss or damage, but excluding costs and expenses; and
- up to £5,000,000 (five million pounds) for legal costs and other expenses incurred by that other person arising from the loss of or damage to their property.

#### OTHER PEOPLE

In the same way as **you** are insured, **the insurer** will insure:

- any **named riders** shown in **your Certificate of Motor Insurance** while riding **your motorcycle**;
- any pillion passenger travelling on **your motorcycle**;
- **your** employer or business partner (but only if **your certificate of motor insurance** states that business use is allowed);
- any passengers travelling in **your** sidecar; and
- in the event of **your** death or of any **named rider**, their personal legal representative against liability of that person to the extent that liability is insured under this section.

#### TOWING

**The insurer** will insure **you** and any other **named rider** for any third party liability (within the limits specified) caused by a trailer legally towed by **you** or any other **named rider** while riding **your motorcycle**.

#### RIDING OTHER MOTORCYCLES

Riding other motorcycles only applies if it is shown in **your Certificate of Motor Insurance**.

If shown in **your Certificate of Motor Insurance**, **you** are insured on a Third Party-only basis to ride a motorcycle within the **territorial limits** that **you** do not own, is not registered to **you** and not hired to **you** under a hire purchase or rental/leasing agreement.

This is providing;

- **you** have the owner's permission to ride the motorcycle;
- **you** have the appropriate licence to ride the motorcycle;
- the motorcycle is registered and kept in the **UK**;
- the motorcycle hasn't been seized or confiscated by or on behalf of any government or public authority;
- **you** are not covered by any other insurance policy to ride the motorcycle;
- **you** still have **your motorcycle**, it hasn't been stolen and it hasn't been damaged to an extent that it is a total loss (sometimes referred to as a write-off);
- the motorcycle has a current and valid insurance policy insuring the owner and registered keeper of the motorcycle; and
- the motorcycle is in a roadworthy condition with valid tax, and where applicable, has a valid MOT.

Cover for riding other motorcycles is not provided:

- outside of the **territorial limits**; or
- for any person other than **you**; the main policyholder. For total clarity this cover does not apply to any other **named riders** on **your policy**.

Loss or damage to any motorcycle **you** ride under this 'riding other motorcycles' section is not covered.

## LEGAL COSTS

**The insurer** will pay the reasonable legal costs and expenses of any legal representative **the insurer** agrees to, if they relate to an incident that is covered under this section for:

- solicitors' fees to represent anyone that **the insurer** covers under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates' court or any higher court; and
- legal representatives' fees to defend anyone that **the insurer** covers under this section when proceedings are taken for manslaughter, dangerous driving or careless driving.

In assessing whether legal costs and expenses are reasonable **the insurer** will consider:

- the level of legal expertise required, taking into account the nature of the case;
- the level of costs charged by the legal representative; and
- whether legal representation for a defence of prosecution is likely to affect the outcome.

## EMERGENCY MEDICAL TREATMENT

**The insurer** will pay for emergency medical treatment as required by the road traffic acts, following an incident on **your motorcycle**. If this is the only payment **the insurer** makes, it will not affect **your** No Claims Discount (NCD) entitlement.

## WHAT IS NOT COVERED

### EXCEPTIONS TO SECTION 1

The cover under this section will not apply:

- for death or bodily injury to anyone employed by **you** or a **named rider** during the course of their employment, if insurance cover is provided as a requirement of any compulsory employer's liability legislation;
- for legal responsibility which is covered by any other insurance;
- for loss of or damage to any motorcycle which is covered by this section; or
- for the loss of or damage to any property which belongs to or is in the care of **you** or any **named rider** who is claiming under this section.

## Section 2

# Fire & theft

Section 2 only applies if **you** have purchased Comprehensive or Third Party, Fire & Theft cover. This section does not apply if **you** have purchased Third Party Only cover.

### WHAT IS COVERED

#### FIRE, THEFT AND ATTEMPTED THEFT

If **your motorcycle** is damaged by fire, lightning, theft or attempted theft or **your motorcycle** is not recovered following a theft, **the insurer** may at their discretion:

- pay for repairs;
- replace what is damaged, or;
- pay the **market value** of **your motorcycle**. When **you** accept this payment, **your motorcycle** becomes the property of **the insurer**, unless **the insurer** agrees otherwise.

If **you** are still paying for **your motorcycle** under a hire-purchase or leasing agreement, **the insurer** may settle the claim, up to the **market value**, to the owner described in that agreement. **The insurer's** liability under this section will then end for that claim.

#### RECOVERY

If **your motorcycle** cannot be ridden as a result of damage following fire, lightning, theft or attempted theft, **the insurer** will at their cost arrange for:

- the protection and/or removal of **your motorcycle** to the nearest repairer; and
- delivery of **your motorcycle** back to **your** address within the **territorial limits** after it has been repaired.

Please note that **the insurer's** contractors will use reasonable care and skill when providing any recovery service. However, they can cancel services or refuse to provide them if they believe **your** demands are not practical.

## Section 3

# Accidental & other damage

Section 3 only applies if **you** have purchased Comprehensive cover:

This section does not apply if **you** have purchased either Third Party Only or Third Party Fire & Theft cover.

### WHAT IS COVERED

#### ACCIDENTAL DAMAGE

If **your motorcycle** is damaged by accident, flood, adverse weather events or vandalism, **the insurer** may at their discretion:

- pay for repairs;
- replace what is damaged, or;
- pay the **market value** of **your motorcycle**. When **you** accept this payment, **your motorcycle** becomes the property of **the insurer**, unless **the insurer** agrees otherwise.

If **you** are still paying for **your motorcycle** under a hire-purchase or leasing agreement, **the insurer** may pay any claim to the owner described in that agreement. **The insurer's** liability under this section will then end for that claim.

#### ACCIDENT RECOVERY

If **your motorcycle** cannot be ridden as a result of damage following an accident, **the insurer** will at their cost arrange for:

- the protection and/or removal of **your motorcycle** to the nearest repairer; and
- delivery of **your motorcycle** back to **your** address within the **territorial limits** after it has been repaired.

Please note that **the insurer's** contractors will use reasonable care and skill when providing any accident recovery service. However, they can cancel services or refuse to provide them if they believe **your** demands are not practical.

#### NEW MOTORCYCLE REPLACEMENT

**The insurer** may replace **your motorcycle** with a new one of the same make, model and specification, if: the repair cost of any damage covered by **your policy** is more than 70% of its **UK** list price (including VAT) at the time it was bought.

**The insurer** will only replace **your motorcycle** if:

- **you** bought it brand new and **you** are the first registered owner and keeper;
- it has been registered for less than six months;
- a new motorcycle of the same make, model and specification is available in the **UK**; and
- if any interested hire purchase company agrees (where applicable).

If a replacement motorcycle of the same make, model and specification is not available in the **UK**, **the insurer** will, where possible, provide a similar motorcycle of the same list price. If **you** wish to have the claim settled on a cash basis, then the most **the insurer** will pay is the **market value** of **your motorcycle** at the time of the loss or damage.

# Exceptions to Sections 2 & 3

## What is not covered under sections 2 & 3

### WHAT IS NOT COVERED

1. The total **excess** as shown in **your Policy Schedule** and within any **endorsements**.
2. Loss or damage to any trailer whether or not it is being towed by, or is attached to **your motorcycle**.
3. Wear and tear, depreciation, deterioration.
4. Any repairs which improve **your motorcycle** beyond its condition before the loss or damage happened.
5. Mechanical, electrical, electronic, computer failures or breakdowns or breakages.
6. Damage to tyres caused by braking or by punctures, cuts or bursts.
7. Loss or damage to **your motorcycle** by theft or attempted theft if the ignition key or other ignition device is left in, on or attached to, or left in the immediate proximity of **your motorcycle**.
8. Keys, remote control or security devices (whether lost or stolen).
9. Loss of, or damage to, **your motorcycle** by theft or attempted theft if the engine has been left running.
10. Loss of, or damage to, **removable accessories** and spare parts.
11. Loss or damage to a sidecar unless it is properly attached to **your motorcycle** by equipment manufactured for this purpose.
12. Loss of, or damage to, audio, visual and satellite navigation equipment unless this was part of **your motorcycle's** specification from new.
13. Loss of value following repair.
14. The cost of paintwork above the cost of replacing the manufacturer's standard paintwork, unless this has been disclosed to **us** and accepted by **the insurer**.
15. Loss or damage arising from **your motorcycle** being filled with the wrong fuel.
16. Any damage due to liquid freezing in the cooling system.
17. Loss resulting from returning **your motorcycle** to its legal owner, where **you** are not the legal owner.
18. Loss of, or damage to, any clothing, helmets, gloves, boots and/or any other protective riding equipment (**a separate Helmet & Leathers policy is included as standard within your Titanium package**)
19. Loss of, or damage to, **your motorcycle** by someone who took it by trickery, fraud or deception, including when offering **your motorcycle** for sale.
20. Any loss from or damage caused by **your motorcycle** being confiscated, disposed of or destroyed by or under official order of any government, public or local authority.
21. Loss of, or damage to, **your motorcycle** caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
22. Loss or damage as a result of **you** not taking reasonable care to protect **your motorcycle**.
23. Loss of use of **your motorcycle** or any other indirect loss, such as travel expenses or loss of earnings.
24. Any loss where **your motorcycle** is ridden or used without **your** permission by a member of **your** family or household unless **you** report them to the police for taking **your motorcycle** without **your** consent, **you** obtain a crime reference number and **you** assist the Police in a prosecution.
25. Any storage charges for **your motorcycle** unless **you** tell **us** about them and **the insurer** agrees to pay them.

## Your Titanium policy includes additional cover as standard

Please refer to the separate policy documents for the following products:

1. Legal Expenses cover (up to £100,000);
2. Helmet & Leathers cover (up to £1,500);
3. Personal Accident cover (up to £20,000); and
4. Full UK and EU Breakdown cover from the RAC (Home Start, Roadside, Recovery & Onward Travel).

Visit [www.bemoto.uk](http://www.bemoto.uk) to download these policy documents.



# Section 4

## European cover (foreign use)

### WHAT IS COVERED

#### THIRD PARTY COVER

In keeping to EU directives **your policy** provides the minimum cover (third party only), while **you** or any other **named rider** are using **your motorcycle**, to meet the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet Article 8 of EC Directive number 2009/103/EC on insuring civil liabilities arising from using a motor vehicle.

**You** can find more information on the countries that follow the above EU Directive by visiting [www.cobx.org](http://www.cobx.org)

#### 90 (NINETY) DAY COVER EXTENSION

**The insurer** will also provide the cover shown on **your Policy Schedule** during the **period of cover** while **you** or any other **named rider** are using **your motorcycle** within the countries referred to above. This applies as long as the trip is temporary and does not last longer than 90 (ninety) days.

**The insurer** will:

- pay customs duty if **your motorcycle** is damaged and **the insurer** decides not to return it after a valid claim on **your policy**; and
- provide cover while **your motorcycle** is being carried between ports or airports or railway stations within these countries, as long as this travel is by a recognised sea, air or rail route.

Cover only applies if **your motorcycle** is taxed and registered within the **territorial limits** and **your** main permanent home is within the **territorial limits**.

Cover only applies to **your motorcycle**. If **you** have cover for riding other motorcycles, this does not apply outside of the **territorial limits**.

# Section 5

## NO CLAIMS DISCOUNT (NCD)

For each year of claim free riding, **you** will be awarded a year of No Claims Discount (NCD) by **the insurer**.

Please refer to Table 1 to see how **your** NCD will be affected after a claim.

## PROTECTED NO CLAIMS DISCOUNT (PROTECTED NCD)

If **you** have accumulated 4 or more years NCD and have no more than one claim in the past five years, **you** can protect **your** NCD (**you** may be required to pay an additional premium). This cover only applies where **your** Policy Schedule shows 'Protected NCD' as being purchased.

Protected NCD does not protect the overall price of **your** policy. The price of **your** policy may increase following an accident even if **you** were not at fault, however it does ensure **your** no claims discount is not reduced, further impacting **your** renewal premium.

If **you** have no more than 2 claims in any 5-year period, **your** NCD entitlement will be unchanged and **your** NCD will not be reduced. If **you** make 2 claims in any 5-year period **your** NCD protection will end, meaning that the third and any further claims will reduce **your** NCD as detailed in Table 2 below.

## HOW YOUR NCD WILL BE AFFECTED IN THE EVENT OF A CLAIM, IF YOU HAVE NOT PURCHASED PROTECTED NCD

The table below provides an overview of how **your** NCD will be affected at renewal if a claim is made against **your** policy that does not have Protected NCD cover:

| Table 1                                | NCD at the next renewal following: |          |          |
|--|------------------------------------|----------|----------|
| NCD at the start of <b>your</b> policy | 1 claim                            | 2 claims | 3 claims |
| 0                                      | 0                                  | 0        | 0        |
| 1                                      | 0                                  | 0        | 0        |
| 2                                      | 0                                  | 0        | 0        |
| 3                                      | 1                                  | 0        | 0        |
| 4                                      | 2                                  | 0        | 0        |
| 5+                                     | 3                                  | 1        | 0        |

## HOW YOUR NCD WILL BE AFFECTED IN THE EVENT OF A CLAIM IF YOU HAVE PURCHASED PROTECTED NCD

The table below provides an overview of how **your** NCD will be affected at renewal if a claim is made against **your** policy that does have Protected NCD cover and assuming **you** have had no claims in any of the previous five years:

| Table 2                                | NCD at the next renewal following: |           |          |
|--|------------------------------------|-----------|----------|
| NCD at the start of <b>your</b> policy | 1 claim                            | 2 claims  | 3 claims |
| 4                                      | Unchanged                          | Unchanged | 2        |
| 5+                                     | Unchanged                          | Unchanged | 3        |

**Your** No Claims Discount will not be affected if **you** make a claim against **your** policy only for:

- emergency medical treatment charges (Section 1); or
- accidental damage if **you** are deemed not to be at fault or **you** do not make a claim on **your** policy.



If a claim is still outstanding at the renewal date, **we** may issue a renewal quotation with the NCD reduced. Once the claim has been settled and **the insurer** has agreed that **you** are not at fault and all outstanding monies repaid, **your** NCD will be restored and **we** will refund any extra premium **you** may have paid.

General points to note regarding No Claims Discount:

- **your** NCD cannot be used on more than one policy at a time;
- **your** NCD cannot be transferred to another person; and
- NCD only applies to the policyholder, not to any **named riders**.

#### **PROOF OF YOUR NO CLAIMS DISCOUNT (NCD) ENTITLEMENT**

Proof of **your** NCD is normally sent out by **your** previous insurer at renewal, or following cancellation of **your** previous insurance policy. Proof of NCD should be in **your** name and be less than 2 years old, issued by **your** previous **UK** insurer.

Please keep proof of **your** NCD as **we** or **the insurer** may ask **you** to provide proof of **your** NCD at any time.

If **you** need proof of **your** NCD earned through **BeMoto**, **we** will provide it, as long as **you** do not owe **us** any money.

# General Exclusions

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

### WHAT IS NOT COVERED

1. The total **excess** as shown in **your Policy Schedule** and within any **endorsements**.
2. Any loss, injury, accident or damage caused by any rider who:
  - is not **you** or a **named rider** (listed in **your Certificate of Motor Insurance** under the section headed “Persons or Classes of Persons entitled to drive”);
  - does not hold a valid licence appropriate for the motorcycle being ridden or who does not keep to the terms of their licence;
  - uses **your motorcycle** for any purpose other than described in **your Certificate of Motor Insurance** under the heading “Limitations as to Use”;
  - does not meet all the conditions described in the **endorsements on your Policy Schedule** and all the general conditions in **your policy**;
  - has hired **your motorcycle**;
  - keeps or uses **your motorcycle** in any way that breaks any security requirements imposed by any **endorsement**;
  - uses **your motorcycle** if it is in a unsafe or unroadworthy condition, or if it does not have a valid MoT certificate (if required); or
  - uses **your motorcycle** in or on restricted areas of airports, airfields or military bases (except for any compulsory insurance required by the road traffic acts).
3. Any accident, injury, loss or damage caused directly or indirectly by:
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event;
  - riot or civil unrest that happens outside the **territorial limits**;
  - earthquake;
  - ionising radiation or contamination from nuclear fuel, nuclear waste or from the burning or explosion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or its component part; or
  - any weapon or device using atomic or nuclear fission or fusion or other similar radioactive force or matter; or
  - carrying any dangerous substances or goods.
4. **The insurer** will not be liable for death or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by an event that:
  - is sudden;
  - is identifiable;
  - is unintended;
  - is unexpected; and
  - happens in its entirety at a specific time and place during the **period of cover**.

**The insurer** will treat all pollution or contamination that arises out of one event as having happened at the time that the event took place.

This exception does not apply if any compulsory motor insurance law says **the insurer** must provide this cover.
5. Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
6. Any loss, damage, injury or death caused directly or indirectly as a result of any deliberate act by **you** or any person riding the motorcycle (including any passengers).
7. Any liability, loss or damage that happens outside the **territorial limits** (apart from the cover detailed in Section 4 – European Cover).
8. Any proceedings brought against **you** outside the **territorial limits**, unless they result from **you** using **your motorcycle** within a country referred to in Section 4 (European Cover).

9. This **policy** does not cover **you**, if **your motorcycle** is used in connection with any of the following:
- the motor trade (other than when a member of the motor trade either repairs or services **your motorcycle**);
  - courier, despatch, food delivery or messenger services;
  - hiring out **your motorcycle** for money;
  - carriage of passengers or goods for hire or reward;
  - racing, trials (apart from where your motorcycle is travelling on a road to which the public has access), pacemaking or being in any contest, reliability or speed trial; and
  - riding on any race track or circuit including the Nurburgring Nordschliefe.

# 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 request, 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 an accident or event that may give rise to a claim, **you** must not admit liability, offer or promise anything without written permission from **the insurer**.
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 unless it says differently in this **policy**.
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. If 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**.

### RECOVERY

1. If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **the insurer** later finds to be fraudulent, false or exaggerated, **you** must repay the amount paid to **the insurer**.
2. **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**.
3. If **you** are due a refund of any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

### 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; 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 who may access and use this information. Other insurers may also access this information.

## CLAIMS FRAUD

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

- makes a claim or part of any claim that is fraudulent, false or exaggerated;

**we** or **the insurer** may:

- reject the claim or reduce the amount of payment **the insurer** makes;
- cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **the insurer** has incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

# Claims Handling

**The insurer** will be responsible for managing and settling any claims **you** make under this **policy**.

If any accident, injury loss or damage occurs, **you**, or **your** legal representative must provide full details of the incident to **the insurer**, even if **you** do not intend to make a claim under this **policy**. **You** or **your** legal representative must also:

- send any letters or communication that **you** receive about the incident to **the insurer** immediately and unanswered;
- advise **the insurer**, as soon as **you** know, if anyone insured under this **policy** is to be prosecuted as a result of an incident and/or if there is to be an inquest in connection with a fatal accident;
- provide any information, help and co-operation **the insurer** needs, including if necessary going to court; and
- not admit liability or negotiate a settlement without **the insurer's** written permission.

**The insurer** can take over, defend or settle any claims in **your** name, or anyone insured under **your policy**. **The insurer** can also take action (at their cost) in **your** name, or that of any other person insured under **your policy**, to retrieve any money paid out by **the insurer**. **The insurer** shall have full discretion in the conduct of any proceedings or the settlement of a claim.

# Data Protection

## A SUMMARY OF HOW WE USE YOUR PERSONAL INFORMATION

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

- online at [www.bemoto.uk/privacy-hub](http://www.bemoto.uk/privacy-hub)
- in writing, Braille, large print and audiotape from Customer Support, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: [helpme@bemoto.uk](mailto:helpme@bemoto.uk)

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

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

If **you** want to find out more or exercise these rights, contact Customer Support, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: [helpme@bemoto.uk](mailto:helpme@bemoto.uk)

**You** can contact **us** about data protection at: Data Protection Officer, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: [dpo@bemoto.uk](mailto:dpo@bemoto.uk)

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

# Cancelling Your Policy

## GENERAL INFORMATION

**We** hope that **you** will be happy with **your policy**, but if **you** wish to cancel, please contact **us** immediately. If **you** do not tell **us you** wish to cancel **your policy**, it will continue in force and **you** will be required to pay any unpaid premium.

Cancelling any direct debit instruction does 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 (for example legal expenses insurance and breakdown cover) that **you** may have with **your policy** will also be cancelled at the same time.

**We** will not refund any premium if **your policy** is cancelled following a claim, or an incident that may give rise to a claim, whether settled or not. 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.

## YOUR RIGHT TO CANCEL

### 1. Cooling off period

**You** have the right to cancel **your policy** up to 14 days after **you** receive **your policy**. 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.

If **you** wish to cancel and the insurance cover has already started, **you** will be entitled to a refund of the premium paid less a proportionate deduction for the time **the insurer** has provided cover, so long as **you** have not made a total loss claim (also known as a 'write-off') or there has not been an incident where **you** could make a total loss claim.

**You** may also have to pay a cancellation fee as set out in **our** Terms of Business.

## 2. After the cooling off period

Following the expiry of **your** 14 day statutory cooling off period, **you** continue to have the right to cancel **your policy** and any additional cover options at any time during the **period of cover**. If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover less a proportionate deduction for the time **the insurer** has provided such cover, unless **you** have made a claim or there has been an incident where **you** could make a claim.

**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 Policy Schedule**, Statement of Fact or **Certificate of Motor Insurance**, resulting 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 issue a 7-day notice of cancellation and 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**, any **named rider**, 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**, or any **named rider**, 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** or **the insurer** 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.

**We** or the **insurer** may make an administrative charge.

## IMPORTANT NOTICE ON CANCELLATIONS

It is an offence under the Road Traffic Act to ride, or let any other person ride **your motorcycle** on a public highway or other public place, if **you** have not got the minimum insurance required.



# 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. Please call 01733 907000 or email us at [complaints@bemoto.uk](mailto:complaints@bemoto.uk), 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 on **your Policy Schedule**, or **we** will provide **you** with all of the information **you** need to raise this with them, including their contact details.

**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** have a complaint please contact **us**. **We** will aim to resolve **your** complaint within 24 hours. If **we** need more time and **your** complaint is not resolved to **your** satisfaction within 24 hours, **we** will send **you** a written acknowledgement of **your** complaint together with the next steps **we** will be taking to resolve it.

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

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

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

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

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

## COMPENSATION

**The insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **the insurer** cannot meet their obligations.

If **you** are eligible to claim from the FSCS, compensation is available as follows:

- compulsory classes of insurance (such as Third Party Motor Liability), are covered for 100% of the claim without any upper limit.
- other classes of business are covered for 90% of the claim, without any upper limit.

**You** can find more information about the scheme on the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or by calling 0800 678 1100, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.



**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).

**be moto**