

RAC Motorbike Insurance Excess Protect

Your Policy Booklet

PLEASE READ AND KEEP FOR YOUR RECORDS

Welcome to RAC Motorbike Insurance

Thank you for purchasing a policy with us. This policy booklet contains information about your RAC Motorbike Insurance Excess Protect policy, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

At RAC Motorbike Insurance we go that extra mile for bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continue to provide you with quality motorcycle insurance for years to come.

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How to make a claim

The quickest way to get your **claim** to us is to visit <https://claims.arclegal.co.uk> and submit **your** claim online. **You** will also find helpful information and FAQs to help **you** on **your** claims journey.

If **you** need assistance, or are unable to complete **your** claim form online, please telephone 0344 770 9000.

Please note we can only process your claim once your motorcycle insurance claim has been settled or in the event of a non fault claim when six months has elapsed from the claim being settled.

Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**
In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim.
- **We** have the right, at **our** expense and in **your** name, to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.
- At **our** cost, **you** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Your RAC Motorbike Insurance Excess Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to RAC Motorbike Insurance **we** treat it as having been received by **us**.

Telephone **us** on 0330 102 8752 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your confirmation of cover letter**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motorcycle insurance policy with RAC Motorbike Insurance. If **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact RAC Motorbike Insurance who arranged this insurance for **you**.

Your insurer

This policy has been arranged by URIS Group Limited and is underwritten AmTrust Europe Limited. AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St Jamess Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

What is covered

What we will cover	What we will not cover
<p>Events During the period of cover and within the territorial limits we will pay up to the maximum limit as detailed in the Benefits detailed below, for the following:</p> <ol style="list-style-type: none"> 1. A settled claim on your motorcycle insurance policy where you are unable to recover your excess from a third party and are therefore at fault; or 2. If your motor insurer deems the claim not your fault and you are unable to recover your excess from the third party within 6 months of the claim being settled. <p>Benefits In the event of a valid claim for the above events this policy covers and pays the excess payable under your motorcycle insurance policy up to a maximum of £600 in the period of cover.</p> <p>Example Benefits Example A Your motorcycle insurance policy excess is £700. We will cover and pay £600, the maximum limit during the period of cover, there is no further benefit due.</p> <p>Example B Your motorcycle insurance policy excess is £200. We will cover and pay £200, leaving £400 of the initial £600 maximum limit, allowing you to make further claims for the remainder of the period of cover.</p>	<p>The policy will not pay out for the following:</p> <ul style="list-style-type: none"> • Any amount over and above the maximum limit of £600 in the period of cover. • Any excess in respect of glass damage or key excess. • Any claim where the excess has been waived or where a third party has reimbursed you or made good any loss or damage in respect of which you have or would otherwise have claimed against your motorcycle insurance policy. • Any claim which occurs whilst the insured motorcycle is being used and/or ridden off road, on any race track, circuit or other prepared course. • Any claim which has occurred within a country which is not covered by your motorcycle insurance policy.

General Exclusions

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

General conditions

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions RAC Motorbike Insurance ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.
- Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void, which means it will be cancelled back to the start date, with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.
- **Transferring your policy**
You cannot transfer **your** policy to anyone else.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current data protection legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, please see website for full address details.

• Fraudulent claims or misleading information

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;

- fails to reveal or hides a fact likely to influence the cover we provide;

- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;

- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;

- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or

- makes a claim for any loss or damage that you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

Canceling your policy

If you decide to cancel your RAC Motorbike Insurance Excess Protect policy, you must contact RAC Motorbike Insurance by:

- Telephone on 0330 159 1157;
- Writing to RAC Motorbike Insurance at:
Europa House, Midland Way, Thornbury BS35 2JX.

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later ('cooling off period'), you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside your motorcycle insurance policy, if your motorcycle insurance policy is cancelled for any reason this policy will also be cancelled by us.

We may cancel your policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against our or the administrator's staff.

Where we have cancelled your policy for the above reasons, no refund of premium will be made.

Other insurance

If at the time that any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability, we will only pay our share.

Law applicable

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

Customer service & complaints

This complaints procedure does not affect your legal rights.

Questions or complaints about the sale of your policy

If you have a question or concern about, or you wish to make a complaint about, how your policy was sold to you (including the information you were given before you bought the policy), or about the general service you received, please in the first instance contact RAC Motorbike Insurance by:

- Telephone on 0330 159 1157;
- Writing to RAC Motorbike Insurance at: Europa House, Midland Way, Thornbury BS35 2JX.

Questions or complaints about the handling of your claim

The aim is to provide you with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that you may have. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

- Email at customerservice@arclegal.co.uk
- Telephone on 01206 615000;
- Writing to the administrator at: Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD.

If you remain dissatisfied after your complaint has been considered, you may have the right to refer your complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects your statutory rights.

Online Dispute Resolution Portal

If you have purchased the insurance policy online, you may also raise your complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if AmTrust Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below.

"Accident" A sudden and unexpected event involving a motorcycle in a road traffic incident which happens by chance and causes loss, injury or death.

"Administrator" URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. We have appointed URIS Group Limited to administer your policy and Arc Legal Assistance Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

"Computer virus" A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

"Confirmation of cover letter" The document which forms part of the motorcycle insurance contract alongside which you have bought this policy. It contains your name and address and details of the insured motorcycle.

"Electronic data" Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

"Excess" The amount which you are required to pay under the terms and conditions of your motorcycle insurance policy following a claim on that policy.

"Insured motorcycle" A motorcycle which you are insured to ride under the motorcycle insurance policy.

"Motorcycle insurance policy" The RAC Motorbike Insurance motorcycle insurance policy that has been issued to you for the insured motorcycle.

"Period of cover" Cover under this policy will run alongside your motorcycle insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motorcycle insurance policy cover will be provided from the date you bought it and will end on the expiry date of your motorcycle insurance policy, as detailed on your confirmation of cover letter.

"Territorial limits" This policy only provides cover within the **United Kingdom**, unless cover on the motorcycle insurance policy has been agreed to extend to Europe by RAC Motorbike Insurance.

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

"We/us/our/insurer" Arc Legal Assistance on behalf of AmTrust Europe Limited.

"You/your" The person named as the policy holder and any other named riders in the motorcycle insurance policy.

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