

# 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

To make a claim on the RAC Motorbike Insurance Excess Protect policy, please call 0330 102 8752 (opening hours are 9am – 5pm Monday to Friday, excluding bank holidays).

Making a claim is easy, please follow the 5 steps below:

- Read this policy booklet to check that the cause of the claim is covered;
- You must have a valid motorcycle insurance policy claim and have paid your excess under that policy;
- You can contact the administrator to make a claim by:
  - Downloading a claim form at www.directgroup. co.uk/excessclaims and returning the completed form
  - By telephoning the administrator on 0330 102 8752.
- 4. By returning the completed claim form and the list of supporting documents that are required.
- All documentation should be sent to: excessclaims@directgroup.co.uk or Specialist Claims, PO BOX 1192, Doncaster DN1 9PU.

Upon receipt of your documentation, the administrator will contact you about your claim.

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 lapsed from the incident date.

#### 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 Direct Group Limited and is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

#### What is covered

## What we will cover

#### **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:

- 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
- 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.

#### **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.

# **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.

#### 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**.

#### What we will not cover

The policy will not pay out for the following:

- 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.
- Data protection
  - Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third

parties. We may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

The Data Protection Act 1998 gives **you** the right to a copy of **your** personal data held by **us**.

- 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.

# Cancelling your policy

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

- Email at raccustomer.services@ yourmotorbikeinsurance.co.uk
- 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:

- Email at raccustomer.services@ yourmotorbikeinsurance.co.uk
- Telephone on 0330 159 1157:
- Writing to RAC Motorbike Insurance at: Europa House, Midland Way, Thornbury BS35 2JX.

# Questions or complaints about your policy or 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 customer.relations@directgroup.co.uk;
- Telephone on 0330 102 8752;
- Writing to the administrator at: Customer Relations Team, PO Box 1193, Doncaster DN1 9PW.

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.

# Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. We have appointed Direct Group Limited to administer your policy and handle claims. Direct 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

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

#### You/vour

The person named as the policy holder and any other named riders in the motorcycle insurance policy.

