

RAC Motorbike
Helmet & Leathers
Insurance

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 Helmet and Leathers 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.

Contents

	Page
How to make a claim	4
What is covered	4
General Exclusions	5
General Conditions	5-6
Cancelling your policy.....	6
Customer Service & Complaints	6
Definitions.....	7

How to make a claim

To make a claim on your RAC Motorbike Insurance policy please call 0330 159 1167, 24 hours a day 365 days a year.

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 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.

Your insurer

This policy has been arranged by URIS Group Limited and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand

Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

What is covered

What we will cover

Events

During the **period of cover** and within the **territorial limits** the policy will provide cover in the event of an accident under **your** motorcycle insurance policy:

1. The repair cost of damaged **motorcycle clothing**; or.
2. The replacement of **motorcycle clothing** if damaged beyond repair (in the same form and style) as new.

Benefits

In the event of a valid claim for the above events this policy covers and pays **you** the repair, replacement costs or replacement **motorcycle clothing** up to a maximum of **£1,000** in the **period of cover**.

For passengers the maximum we will pay in the **period of cover** is £250.

What we will not cover

The policy will not pay out for the following:

- The first £25 excess for **your** claim(s).
- The first £25 excess for **your** passengers claim(s).
- Pre-existing damage to the **motorcycle clothing**;
- Direct or indirect loss or damage to the **motorcycle clothing** caused by, contributed to, or arising from the following:
 - wear and tear or rot of any kind;
 - any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
 - theft;
 - accidental damage (other than as a result of a road traffic accident);
 - depreciation.
- Any loss of value after **we** have made a payment to settle a claim.

- Any loss of or damage sustained to any clothing or other property belonging to any other person, including **your** passengers.
- **We** will not pay the cost of replacing any undamaged **motorcycle clothing** forming part of a pair or set of the same type, colour or design if the damage happens to a particular area or specific part and a replacement cannot be matched.
- If the **motorcycle clothing** is insured under any other contract.
- Claims where **your** motorcycle is being used for any of the following are not covered:
 - Dispatch, courier and messenger services, or food delivery;
 - Racing, pace making or being in any contest or speed trial (Road safety rallies and treasure hunts will be covered);
 - Riding off road, on any race track, circuit or de-restricted toll roads;
 - Trials (apart from where the **insured motorcycle** is travelling on a road which the public has access to).
- Any accident which occurs outside the **territorial limits**, or which occurs outside of the **period of cover**.

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.
- Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:
 - a. infectious or contagious disease;
 - b. any fear or threat of (a) above; or
 - c. any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

- 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 **we** 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.

- **UK General Insurance Ltd Privacy Notice**

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We refer to these individuals as "**you/your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process your personal data in accordance with the relevant data protection legislation.

- **Why do we process your data?**

The provision of your personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if you decide not to do so.

- **What information do we collect about you?**

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, **we** may process some special categories

of **your** personal data, such as information about **your** health. We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

- **UK General's full privacy notice**

This notice explains the most important aspects of how **we** use your data. **You** can get more information about this by viewing **our** full privacy notice online at: <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

- **Watford Insurance Company Europe Limited Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

- **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 Helmet and Leathers 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 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 customerservice@4th-d.co.uk;
- Telephone on 0330 159 1167;
- Writing to the administrator at:
4th Dimension Innovation Limited,
5 Alpha Way,
Thorpe Business Park,
Egham
TW20 8BZ

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

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Definitions

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

"Administrator" 4th Dimension Innovation Ltd at 5 Alpha Way, Thorpe Industrial Estate, Egham, Surrey TW20 8RZ. We have appointed 4th Dimension Innovation Ltd to handle claims administration. 4th Dimension Innovation Ltd is authorised and regulated by the Financial Conduct Authority number 516498.

"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 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.

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

"Motorcycle clothing" Leather and synthetic clothing, helmet, boots and gloves, specifically designed and sold for protective use whilst riding a motorcycle, that **you** own or are legally responsible for, whilst being worn by **you**.

"Motorcycle insurance policy" The RAC Motorbike 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 Watford Insurance Company Europe Limited.

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

RAC Insurance is a trading name of RAC Financial Services Limited. Registered in England and Wales No. 517817. RAC Financial Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 313989. Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. RAC Motorbike Insurance is introduced by RAC Insurance to Europa Group Limited who sell and administer the insurance. Europa Group Limited is registered as a limited company in England and Wales No. 3279177. Europa Group Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 309794. Registered Office: Europa House, Midland Way, Thornbury, Bristol BS35 2JX.

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