



RAC Motorbike Insurance

Personal Accident Cover

Welcome to RAC Motorbike Insurance Personal Accident Cover

Thank you for purchasing this insurance policy from RAC Motorbike Insurance. Please check the wording in this document to make sure that this policy suits your requirements and that you understand it. Should you have any questions relating to this policy, please call us on 0330 159 1157.

Alternatively, if you are not satisfied with the cover provided by this insurance, please return this document to us within 14 days of receiving it. We will return any premium you have paid as long as we have not paid a claim.

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Personal Accident Insurance Policy

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Contract of Insurance

This document forms a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss, damage, death or disability that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under authority granted to Canopus Managing Agents Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Language

This Insurance is written in English and all communications about it will be in English.

Governing Law

Unless **we** have agreed otherwise with **you**, this contract is governed by English Law.

Definitions

Accident

A sudden, unexpected, violent and external specific event which happens during the time of cover, at an identifiable time and place and which causes **bodily injury**. It also includes death or disability solely as a result of unavoidable exposure to severe or exceptional weather conditions.

Assault

A sudden, unexpected unusual, specific event caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place following a road incident within the **United Kingdom**.

Bodily Injury

An identifiable physical injury to **your** body, caused directly and solely by an **accident** and independently of illness, or disease or any other cause (except illness directly resulting from that physical injury) which results in **your** death or disability within 12 months of the date of the **accident**.

Emergency Dental Treatment

Emergency treatment to natural teeth within 7 days of the incident.

Europe

Mainland Europe including Albania, Armenia, Andorra, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Gibraltar, Greece, Herzegovina, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Ural Mountains), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Azores, Tunisia, Turkey, Ukraine, Vatican City.

Hospital

A lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self-care or rest sections unit of a hospital) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 hour a day nursing service by registered nurses.

Insured motorcycle

The motorcycle defined in **your** Motorcycle Insurance Policy.

Loss of Limb(s)

The loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot.

Loss of sight

The permanent and total loss of sight which **we** consider as having happened:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight **you** have left in that eye is 3/60 or less on the Snellen Scale (meaning **you** can see at three feet what **you** should be able to see at 60 feet).

Loss of Use

The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.

Period of insurance

The period of time covered by this insurance. This insurance runs concurrently with **your** motorcycle insurance policy. In the event of cancellation or non-renewal of **your** motorcycle insurance policy, all cover under this insurance will cease.

Permanent Total Disablement

Disablement which entirely prevents **you** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a medical referee, shows no sign of ever improving.

Personal Effects

Articles worn, used or carried by **you**, excluding motorcycle vehicles and their accessories.

Territorial Limits

The **United Kingdom** and up to 90 days in **Europe** in the **period of insurance**.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our

Canopius Managing Agents Ltd.

You, your

The policyholder only.

Our Regulatory Status

Canopius Managing Agents Limited Registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 204847.

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** cannot pay out all valid claims under this insurance. This depends on the type of policy **you** have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

What is Covered

We will pay the sums insured shown in the schedule if **you** suffer loss, damage, **bodily injury** or **assault** whilst riding on, mounting onto or dismounting from an **insured motorcycle**, which is being ridden by **you** and is being used for social, domestic and pleasure purposes (including daily travel between **your** normal residence and **your** place of work) during the **period of insurance** and within the **territorial limits**.

Benefits

Personal accident & road rage Sums Insured

1. Accidental Death £10,000.
2. Total and irrecoverable loss of sight in both eyes £10,000.
3. Total and irrecoverable loss of sight in one eye £10,000.
4. Loss of limbs £10,000.
5. Loss of one limb £10,000.
6. Permanent Total Disablement £10,000.

Additional benefits in the event of a road rage assault

7. Hospital daily cash benefit in the event of **assault** of £100 per day of confinement, but not beyond 30 days and not for the first night, unless two or more nights are spent in hospital.
8. Emergency dental treatment in the event of **assault** up to £250 excluding the first £25 each and every loss.
9. Clothing & **personal effects** in the event of **assault** up to £150 excluding the first £25 each and every loss.
10. 5 sessions of stress counselling following a claim under items 2, 3, 4, 5, 6, 7 & 8.

Express Conditions

1. That **you** have not attained 80 years of age.
2. That **you** are normally resident in the **United Kingdom**.
3. That this insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which **you** suffered and was known to suffer, prior to the inception of this insurance.

Exclusions – what is not covered

This insurance does not cover loss, damage, death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. **You** committing or attempting to commit suicide or intentionally inflicting self-injury, while sane or insane.
2. Deliberate exposures to exceptional danger (except in an attempt to save human life), or **your** own criminal act, or being under the influence of alcohol or drugs.
3. Provoked assault or fighting (except in bona fide self-defence).
4. Any matrimonial or family dispute.
5. In respect of clothing & **personal effects** from **assault**: **we** will not pay for:
 - (a) the first £25 each and every claim
 - (b) motorcycle vehicles and their accessories;
 - (c) damage caused by wear, tear or any gradually operating cause;
 - (d) loss of money, stamps, tickets, documents or securities, goods or samples;
 - (e) property insured under any other insurance.
6. **We** will not pay the following:
 - The sum insured for insured event 1 if the **bodily injury** does not lead to death within 52 weeks of an **accident**.

- The sum insured for insured events 2 to 5 if the loss results in death within 52 weeks of an **accident**.
- The sum insured for insured event 6 if the disability results in death within 52 weeks of an **accident**.

General Exclusions

The following exclusions apply to the whole of this insurance. Each section may also have its own exclusions.

This insurance does not cover loss, damage, death, disability, caused by, contributed to, or arising from the following:

1. Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
2. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government.

If any part of this exclusion is not valid, or we cannot enforce any part of it, the rest will still apply.

3. Use of **your** Motorcycle for:
 - (a) Hire or reward.
 - (b) Racing competition, rallies, trials, speed testing, track days or for any purpose in connection with the motor trade.
 - (c) Courier and/or messenger services
 - (d) **Your** business or in connection with **your** employment, other than daily travel between **your** normal residence and place of work.

General Conditions

The following conditions apply to this insurance. Each section may also have its own special conditions.

1. Telling Us About a Change

You must tell **us** immediately about any changes to the information **you** have already provided. If **you** are not sure if information is relevant, please ask **your** intermediary or Canopus Managing Agents office. If **you** don't tell **us** about relevant changes, **your** insurance may not cover **you** fully, or at all.

2. Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **our** returning **your** premium.

3. Cancellation

Your right to change **your** mind:

You may cancel the insurance, without giving reason, by contacting **RAC Motorbike Insurance** within 14 days of it starting or (if later) within 14 days of receiving the insurance documents. **We** will refund the premium in full so long as a claim has not been paid and a claim is not likely to be made against **us**, otherwise the full premium is payable.

Cancellation after the withdrawal period

You may cancel this insurance by contacting **RAC Motorbike Insurance**. No premium will be refunded following expiry of the 14 day period. This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease.

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease. **We** may cancel the insurance by giving you a minimum of 7 days' notice, this written notice will be to **your** last known postal or email address, in line with **your** previously confirmed preference to receive policy documentation. No refunds are due outside of the cooling off period. **We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

4. Data protection notice

Please read this notice carefully as it contains important information about the details **you** will give or have given **us**. It is a condition of this insurance that **you** read and accept the terms of this data protection notice. **You** should show this notice to anyone covered by this insurance. **We** will process the details **you** have provided in line

with the Data Protection Act 1998 and other laws which may apply. **Your** information may also be processed outside of the European area. In all instances **we** make sure that **your** information has enough protection.

So that **we** can assess the terms of an insurance contract, or deal with any claims that may arise, **we** may need to share information such as **your** name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of **your** medical conditions or criminal convictions. **We** may pass this information to other organisations that **we** have carefully chosen as well as other companies within **our** group.

If **we** provide a credit facility for **you** to pay **your** premiums, **we** may share **your** information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

We share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

Insurance underwriting

We examine the possible risk in relation to **your** prospective policy (or anyone else involved in the policy) so that **we** can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for **you** and members of **your** household;
- set price levels for **your** policy;
- confirm **your** identity to prevent money laundering; and
- check the claims history for **you** or any person or property likely to be involved in the policy or a claim at any time.

We may do this:

- when **you** apply for insurance;
- if there is an accident or a claim; or
- at the time **you** renew the policy.

5. Preventing or detecting fraud

We will share information about **you** with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing **your** accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When **we** deal with your request for insurance **we** may search these registers.

If **you** give **us** false or inaccurate information:

- it may mean **your** insurance policy or prospective insurance policy is not valid;
- **we** will pass details to fraud-prevention agencies;
- law-enforcement agencies may access and use this information; and
- **we** and other organisations may access and use this information to prevent fraud and money laundering.

6. Cheat line

To protect **our** policyholders, **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can call them on their confidential cheat line on 0800 422 0421.

7. Keeping to legal responsibilities

Managing claims

If **you** make a claim, **we** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. **We** also may have to investigate **your** claim and conviction history.

Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may or may not result in a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to IDSL.

8. Notification

The police must be notified as soon as possible following any event likely to give rise to a claim under this insurance.

Special Conditions Applying to Clothing & Personal Effects

- (a) The most **we** will pay for any single article is £150;
- (b) Where an article is under two years old and proof of purchase can be provided, **we** will pay the full replacement value, subject to the policy conditions. For items over two years old, **we** will pay the value of the article as at the date of loss or damage after allowing for wear and tear.

Special Conditions

1. Claims

If a Personal Accident claim occurs, **you** must advise **our** claims handlers, as soon as possible. **You** must get and act on advice from a registered medical practitioner, and have any medical examination that **we** ask and pay for. If **you** die, **we** will be entitled to ask for, at **our** expense, a post-mortem examination. **You** or anyone acting on **your** behalf, in the event of **your** death, must give **us** (at **your** or their own expense) any documents, information and evidence **we** need.

2. Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of **you** which existed before the **accident** occurred, the amount of any benefit payable under this insurance in respect of the consequences of the **accident** shall be the amount which is reasonably considered would have been payable if such consequences had not been so aggravated.

Claims Procedure

If **you** need to make a claim, please contact **our** claims handlers as follows:

Roger Rich & Co, 2A Marston House, Cromwell Park, Chipping Norton, Oxon. OX7 5SR.

Phone: 01608 641351 or if telephoning from abroad + 44 (0) 1608 641351. Fax: 01608 641176

Email: rsanders@rogerrich.co.uk

You must report any claim as soon as possible. If possible **your** Policy Wording document should be sent when notifying a claim as this will expedite prompt handling of the claim.

Complaints Procedure

We aim to provide a first class service. If **you** have any reason to complain about **your** insurance policy, or **us**, please refer to the complaints procedure below. The first step is to write to the Chief Executive of Canopus Managing Agents Limited at Gallery 9, One Lime Street, London, EC3M 7HA. When **you** do this, please quote **your** insurance document number as it will help **us** to deal with **your** complaint promptly. After this action, if **you** are not satisfied with the way that **your** complaint has been handled, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review **your** case. The address is Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN.

Tel: 0207 327 5693.

E-mail: complaints@lloyds.com

If **you** are still not satisfied after contacting Lloyd's, **you** can refer **your** case to the Financial Ombudsman Service (FOS.) The address is The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0800 023 4567.

Email: complaint.info@financialombudsman.org.uk

This does not affect **your** right to take legal action if necessary.

Telephone Recording

For **our** joint protection telephone calls may be recorded and/or monitored.

Additional products

Personal Accident cover is just one of the additional features you can choose with RAC Motorbike Insurance. RAC Motorbike Insurance has been created to give you, the motorcyclist, the ability to tailor-make your motorcycle insurance so you get what you want – no more, no less.

If you wish to add on any other benefits to your RAC Motorbike Insurance then call the RAC Motorbike Insurance team on 0330 159 1157.