

RAC Motorbike
Personal Accident
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 Personal Accident 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 **your** RAC Motorbike Personal Accident 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 4 steps below:

1. Read this policy booklet to check that the cause of the claim is covered;
2. **You** must contact the police within 24 hours of the accident;
3. When **you** call, the **administrator** may provide **you** with a claim form and a list of supporting documents that are required.
4. All documentation should be sent to:
PAclaims@directgroup.co.uk or
Protection Claims,
PO Box 1190,
Doncaster,
DN1 9PS

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

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 'How to make a claim' section. **You** must give the **administrator**, at **your** own expense, all the information requested about the claim.

In the event of a successful claim being made under the 'Death' benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate. Where a successful claim is being made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian.

- **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 Personal Accident 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 **your** insurance intermediary **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 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** the policy will cover:

- **You** and any passengers riding with **you** on the **insured motorcycle** in the event of:
 - An **accident** whilst **you** are riding the **insured motorcycle**; or
 - A malicious and unprovoked assault by the occupant or rider of another vehicle, motorcycle or pedal cycle which occurs in the vicinity of the **insured motorcycle**.
- **You** in the event of an **accident** whilst **you** are riding or a passenger on any other motorcycle.

This includes **you** and any passengers mounting or dismounting the **insured motorcycle**.

Benefits

This policy will pay the following benefits to **you** or any passengers if one of the above events occur:

Death	£25,000
Loss of sight	£25,000
Loss of limb	£25,000
Permanent total disablement	£25,000

Hospitalisation benefit	£100 per day	For each completed 24 hour period of stay in a hospital up to a maximum of 30 days.
Emergency dental expenses	Up to £250	For emergency dental treatment for natural teeth within 7 days off the accident .
Physiotherapy	Up to £500	For up to 5 sessions of physiotherapy with a qualified professional.
Stress counselling	Up to £500	For up to 5 sessions of stress counselling with a qualified professional.
Personal belongings	Up to £150	For damage to personal belongings .

The maximum amount payable by **us** in respect of any claim is £25,000 per person.

What we will not cover

The policy will not pay out for loss, injury or death as a result of any of the following:

- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life), and or those of any passengers riding with **you** on the **insured motorcycle**.
- Whilst the rider or passengers are not wearing a helmet.
- Whilst the rider is under the influence of drugs or alcohol.
- Whilst the rider is banned from riding a motorcycle.
- Pre-existing medical conditions which **you** or any passengers riding with **you** on the **insured motorcycle**, suffered from in the 12 month period immediately prior to the start date of cover which:
 - were known about, or should have known about; or
 - **you** or any passengers riding with **you** on the **insured motorcycle** had seen, or arranged to see, a **medical practitioner** about.
- Whilst the **insured motorcycle** is being used off road, in any kind of race, track day, or motor trade, or for private or public hire as a courier or messaging services.
- Any passengers who are not legally permitted to ride on the **insured motorcycle** or where the **insured motorcycle** is not manufactured to carry passengers.
- Whilst **you** or any passengers riding with **you** on the **insured motorcycle** are engaged in military, air force or naval services or operations.
- Any matrimonial or family dispute.
- Provoked assault or fighting (except in self defence).
- Claims where the **insured 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.
- 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.
- **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, injury or death 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 Personal Accident policy, **you** can do so 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.

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.

Definition of words

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

"Accident" means 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. Firm Reference Number 307332;

"Computer virus" means 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" means 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" means 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;

"Hospital" means a lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24 hour service by registered nurses. It does not include a convalescent, self-care or rest home or a department in a hospital which has the role of a convalescent or nursing home;

"Hospitalisation" as a direct result of the **accident** **you** are admitted to **hospital**;

"Insured motorcycle" means a motorcycle which **you** are insured to ride under the **motorcycle insurance** policy;

"Loss of limb" means loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg;

"Loss of sight" means permanent loss of sight in one or both eyes;

"Medical practitioner" means a qualified medical practitioner (other than any insured person or a member of an insured person's family) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**;

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

"Permanent total disablement" means 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 practitioner**, shows no sign of ever improving;

"Period of cover" means 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**;

"Personal belongings" means clothes and articles of a personal nature likely to be worn, used or carried;

"Territorial limits" means 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"/"your" means the person named as the policy holder and any other named riders in the **motorcycle insurance policy**.

