

Your Motorcycle Insurance Policy

This insurance is a **Contract of Indemnity** between **The Insurer** and **You**, the insured. The basis of this **Contract** is the information **You** have given for the purpose of entering into the **Contract** and that information must be true to the best of your knowledge and belief.

The **Contract** will be in force for any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted or agreed to accept the premium.

In return **The Insurer** will insure **You** against those losses and liabilities detailed in the policy documents during the period referred to in the **Policy Schedule** and during any further period for which **The Insurer** may accept premium.

A person or company who was not a party to this **Contract** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

If the law of any country in which **You** are covered by this policy says **The Insurer** must settle a claim which **We** would not otherwise have paid **We** can ask **You** or the person who incurred the liability to pay **Us** that amount.

Authorised Signatory on behalf of your Insurer

A handwritten signature in black ink that reads "Alexander Dunn". The signature is written in a cursive style with a large, sweeping flourish at the end.

Alexander Dunn
CHAIRMAN AND CHIEF EXECUTIVE - BDML CONNECT LIMITED

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Definitions Relating to your policy

To save lengthy repetition wherever the following words or phrases are used in your policy, they will have the precise meanings described below, these definitions only apply to the standard policy and not to the additional policy options which have their own definitions:

The Insured/You/Policyholder

The person described as the policyholder on the current **Certificate of Motor Insurance**.

Your Motorcycle

Any **motorcycle** described in the **Policy Schedule** and any other **Motorcycle** for which the details have been supplied to us and a **Certificate of Motor Insurance** bearing the registration mark of that **Motorcycle** has been delivered to **You** and remains effective.

Motorcycle

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a **Motorcycle**.

Policy Schedule

Details of **You**, **Your Motorcycle** and the insurance protection provided to **You**.

We/Us/The Insurer

The authorised Insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **Policy Schedule**. All Insurers are authorised and regulated by the Financial Services Authority.

Administrator

BDML Connect Limited, The Connect Centre, Kingston Crescent, Portsmouth, Hampshire PO2 8QL.
Email: enquiries@bdml.co.uk

BDML Connect Limited are authorised and regulated by the Financial Services Authority (FSA) and are a member of the Financial Services Compensation Scheme (FSCS).

The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register or they can be contacted on 0845 606 1234.

Certificate of Motor Insurance

A document that **You** must have as proof that **You** have the motor insurance necessary to comply with the law. It shows who can ride **Your Motorcycle**, what purposes it can be used for and whether **You** are permitted to ride other **Motorcycles**. The **Certificate of Motor Insurance** does not, however, indicate the full policy cover and for this **You** need to refer to the main text of this policy booklet.

Market Value

The cost of replacing **Your Motorcycle** with one of a similar make, model, age, mileage and condition.

Endorsement

Changes in the terms of your policy. These are shown in your **Policy Schedule**.

Fire

Fire, self ignition, lightning and explosion.

Theft

Theft or attempted theft, which has been reported to the police.

Accessories

Additional or supplementary parts of **Your Motorcycle** not directly related to its function as a **Motorcycle**. These include radios that form an integral part of the **Motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **Your Motorcycle**.

Territorial Limits

Andorra, Austria, Belgium, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark (including the Faroe Islands), Estonia, Finland, France (including Monaco), Germany, Gibraltar, Great Britain, Greece, Hungary, Iceland, Isle of Man, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Slovakia, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein).

Excess

The amount of any claim **You** will have to pay if **Your Motorcycle** is lost, stolen or damaged.

Green Card

A document required in certain non-EU countries to provide proof that **You** have the minimum insurance cover required by law to ride in that country.

Permitted Riders

Any person permitted to drive as described under the section of your effective **Certificate of Motor Insurance** headed "Persons or classes of Persons entitled to drive".

Contract

This insurance is made up of four important documents:

- 1) this Insurance Booklet
- 2) the **Certificate of Motor Insurance**
- 3) the **Policy Schedule**
- 4) the **Proposal Form or Statement of Insurance**

All four documents should be read together as part of the **Contract**.

Period of Insurance

The dates shown on your current **Certificate of Motor Insurance** and **Policy Schedule**.

Proposal Form

The application form signed by **You** and upon which this **Contract** is based.

Statement of Insurance

The document containing information supplied by **You** and upon which this **Contract** is based.

Policy Cover

Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy terms will be met. Cover may be extended to include, **Fire, Theft** and accidental damage to the insured vehicle.

The decision to take this product is entirely the customer's and therefore **We** cannot offer **You** a personal opinion or recommendation to take it.

Policy Cover

If the cover shown in the **Policy Schedule** is:

Comprehensive - Sections 1 to 9 inclusive apply.

Third Party Fire and Theft - Section 1 is operative only in respect of loss or damage caused directly by **Fire** or **Theft**. Sections 2, 3, 4, 5, 6, 7, 8, 9 are operative.

Third Party Only - Section 1 is inoperative. Sections 2, 3, 4, 5, 6, 7, 8, 9 are operative.

Law Applicable to Contract

You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless **You** and **The Insurer** have agreed otherwise.

SECTION 1 Loss or damage

Loss of or Damage to Your Motorcycle

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the policy, if **Your Motorcycle** is stolen, damaged or destroyed, **We** will, at our option, either:

- pay for **Your Motorcycle** to be repaired
- or replace **Your Motorcycle**
- or pay the amount of the loss or damage.

The same cover also applies to **Accessories** and spare parts relating to **Your Motorcycle** while these are on **Your Motorcycle**. The maximum amount **We** will pay will be the **Market Value of Your Motorcycle** immediately prior to the loss but not exceeding your estimate of value shown on your **Policy Schedule**. If to our knowledge, **Your Motorcycle** is subject to a hire purchase, leasing or credit sale agreements, any payment may at our discretion be made to the owner described in that agreement whose receipt will be a full and final discharge to **Us**.

Accident Recovery

If **Your Motorcycle** is disabled through loss or damage insured under this policy **We** will pay:

- the reasonable cost of protection and removal to the nearest repairers.
- the reasonable cost of delivery to **You** after repair but not exceeding the reasonable cost of transporting **Your Motorcycle** to **Your** address in Great Britain.

New Motorcycle Replacement

We will replace **Your Motorcycle** with a new **Motorcycle** of the same make and specification (subject to availability) if, within 6 months of purchase new by **You**:

- any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase:
- or **Your Motorcycle** is stolen and not recovered.

Replacement is subject to: **Your Motorcycle** being owned by **You** or having been purchased under a hire purchase or credit sale agreements (any **Motorcycle** the subject of any type of leasing or contract hire agreement is not eligible for replacement).

- the agreement of any interested hire purchase company.
- **You** being the first registered owner of **Your Motorcycle**.

Exceptions to Section 1 of Your Policy

Your policy does not cover the following:

- 1 loss of use, wear and tear, depreciation, deterioration.
- 2 mechanical, electrical, electronic, computer failures or breakdowns or breakages.
- 3 damage to tyres caused by braking or by punctures, cuts or bursts.
- 4 loss of/or damage to **Accessories** and spare parts by **Theft** if **Your Motorcycle** is not stolen at the same time.
- 5 loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 6 loss of or damage to helmets and protective clothing.
- 7 loss of value following repair.
- 8 loss or damage arising from **Theft** whilst the ignition keys of **Your Motorcycle** have been left in or on **Your Motorcycle**.
- 9 the first amount of any claim specified under **Excess** details in the schedule.
- 10 loss of or damage to **Your Motorcycle** as a result of legal repossession.
- 11 any loss or damage caused by **Theft** or attempted **Theft** if the security system fitted to **Your Motorcycle** at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to **Your Motorcycle** must be submitted to your insurer with the claim form.
- 12 **Theft**, or attempted **Theft**, that involves somebody lying to get **Your Motorcycle**.
- 13 any extra costs caused by the parts or replacements not being available in the United Kingdom.
- 14 confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
- 15 loss of or damage to **Your Motorcycle** deliberately caused by **You** or anyone riding with your permission.
- 16 loss of or damage to **Your Motorcycle** caused by an inappropriate type or grade of fuel being used.
- 17 an amount of more than £100 for any one claim for spare parts or accessories fitted.

SECTION 2 Liability to third parties

Liability to Third Parties

Subject to the exceptions set out below and to the general exceptions and general conditions contained in the policy, **We** will insure **You** in respect of all sums which **You** may be required to pay by law arising from death or bodily injury to third parties, or damage to their property as a result of an accident caused by:

- **Your Motorcycle**.
- any trailer while it is being towed by **Your Motorcycle**.
- any sidecar attached to **Your Motorcycle**.

We will also pay any expenses for which **You** have our written authority to incur.

Except in respect of sums which **You** may be required to pay arising from the death of or bodily injury to third parties the most **We** will pay under this section of the policy is £20,000,000 per any one event. This limit is inclusive of all costs and expenses up to £5,000,000.

Liability of other Persons Riding Your Motorcycle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or bodily injury to third parties or damage to their property as a result of an accident caused by **Your Motorcycle** or any trailer while it is being towed by **Your Motorcycle**:

- any person **You** give permission to ride **Your Motorcycle** provided that **Your** effective **Certificate of Motor Insurance** allows that person to ride.
- any passenger on **Your Motorcycle**, travelling or getting into or out of your sidecar.

We will also pay any expenses for which **You** have our written authority to incur.

Except in respect of sums which **You** may be required to pay arising from the death of or bodily injury to third parties the most **We** will pay under this section of the policy is £20,000,000 per any one event. This limit is inclusive of all costs and expenses up to £5,000,000.

Indemnity to Legal Personal Representatives

In the event of the death of anyone insured under this section, **We** will indemnify his/her legal personal representatives against any liability of the deceased person to the extent that liability is insured under this section.

Legal Costs

We will pay for:

- solicitors appointed by **Us** if anyone **We** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.
- legal services arranged by **Us** up to an amount not exceeding £1000 to defend anyone **We** insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death, provided that at the time of the occurrence the rider is 21 years of age or more.

We will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 2

The cover under this section will not apply:

- 1 if any person insured under this section fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- 2 to death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
- 3 to loss of or damage to property belonging to or in the care of anyone **We** insure who claims under this section, and to property being conveyed by **Your Motorcycle**.
- 4 in respect of damage to any **Motorcycle** where cover in connection with the riding of the **Motorcycle** is provided by this section.
- 5 while the **Motorcycle** is in or on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft and for moving aircraft on the surface; or aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

- 6 to death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the **Period of Insurance**. We will treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's territorial limits must be met.
- 7 for fines, penalties, punitive exemplary or aggravated damages of any kind or any additional damages resulting from the multiplication of compensatory damages.
- 8 to any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000. These limits do not apply to claims occurring in other countries where the **Territorial Limits** and **Green Card** section is operative if the maximum liability required by law in that country is greater.

SECTION 3 Payments

Payments made under Compulsory Insurance Regulations and Rights of Recovery

If the law of any country in which this policy operates requires **Us** to settle a claim which, if this law had not existed, **We** would not be obliged to pay, **We** reserve the right to recover such payments from **You** or from the person who incurred the liability.

SECTION 4 Emergency Treatment

Emergency Treatment

We will reimburse any person using any **Motorcycle** which is covered under this policy for payments made under the Road Traffic Acts for emergency treatment. A payment under this section will not prejudice your No Claims Discount.

SECTION 5 Continental Use

Continental Use/Compulsory Insurance Requirements

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on the compulsory insurance of motor vehicles in:

- any country which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle.

Cover under this section includes

- Transit by sea, air or rail in or between countries within the **Territorial Limits** provided it is by a recognised route which takes 65 hours or less under normal conditions or via the Channel Tunnel fixed link.
- Reimbursement of any customs duty **You** may have to pay after temporarily importing **Your Motorcycle** into any country within the **Territorial Limits**, subject to **Your** liability arising as a direct result of a claim covered under this policy.

- General Average contributions, Salvage charges and Labour charges whilst **Your Motorcycle** is being transported by sea within any countries within the **Territorial Limits**, provided that **Your Motorcycle** is covered for loss or damage under this policy.
- Subject to **Your Motorcycle** normally being kept in Great Britain this policy provides the cover shown in the **Policy Schedule** in any country in the **Territorial Limits** subject to **You** not exceeding 45 days in any one **Period of Insurance**. A **Green Card** will not be issued as this is not necessary for cross border travel and **Your Certificate of Motor Insurance** should, therefore, provide sufficient evidence that **You** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **You** visit.

There is no cover for countries outside the **Territorial Limits**. If **You** cannot ride the **Motorcycle** because of loss or damage covered by this policy, **We** will also pay the reasonable cost of delivering it to your address in the United Kingdom. **We** will also pay the amount of customs duty **You** have to pay as result of the loss or damage.

SECTION 6 No Claims Discount

No Claims Discount

If **You** or others do not make a claim under this policy we will reduce the premium **You** pay when **You** renew it according to our current scale of no claims discount.

If a claim is made or arises before the renewal date and your No Claims Discount is not protected or guaranteed your no claims discount entitlement will be reduced at renewal in accordance with the step-back scale printed on your current **Policy Schedule**.

We will not give any proof of your no claims discount unless you have paid all the premiums **You** owe. **We** will not reduce your no claims discount if **We** pay a claim for emergency medical treatment because payment is needed under the Road Traffic Acts.

Protected or Guaranteed No Claims Discount

If a protected or guaranteed no claims discount applies the appropriate endorsement is shown on your current **Policy Schedule**.

SECTION 7 Making a Claim

If **You** need to make a claim, phone the Customer Claim Line telephone number shown on the back cover of this policy.

Four important points to help you after an accident:

- make a note of the registration number of any vehicles involved, and any witnesses;
- do not admit responsibility;
- ask for the names, addresses and telephone numbers of all people involved and details of any property damaged;
- if anyone other than **You** is injured in the accident, **You** must show your **Certificate of Motor Insurance** to the police. If **You** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

SECTION 8 General Exceptions

General Exceptions

Your policy does not cover the following:

- 1 Any accident, injury, loss or damage while any **Motorcycle** insured under this policy is being:
 - used otherwise than for the purposes described under the "Limitations as to Use" section of your effective **Certificate of Motor Insurance**.
 - ridden by any person other than as described under the section of your effective **Certificate of Motor Insurance** headed "Persons or Classes of Persons entitled to ride"
 - ridden by **You** unless you hold a licence to ride **Your Motorcycle** or **You** have held a licence and are not disqualified from holding or obtaining such a licence.
 - ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride **Your Motorcycle**, has never held one or is disqualified from holding or obtaining such a licence.
 - ridden by, or is in the charge of for the purpose of being ridden by any person to whom **Your Motorcycle** has been hired.
 - ridden by or in the charge of any person who holds a provisional driving licence and does not keep to the conditions of that licence.
- 2 any liability **You** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- 3 loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever, or any consequential loss, resulting or arising from: any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from:
 - i) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorism (as described in the Terrorism Act 2000 or equivalent legislation in any other country), insurrection of military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 5 any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:
 - a) earthquake
 - b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
This exception will not operate if **You** can prove that the accident, injury, loss or damage was not caused by either of these perils.
- 6 legal liability arising out of any judgement in any court outside the territories to which your policy applies.
- 7 while the **Motorcycle** is in or on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft and for moving aircraft on the surface; or aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.
- 8 death or bodily injury to any person or damage to property caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident during the **Period of Insurance**. We will treat all pollution and contamination arising from one incident as having happened at the time of the incident. This exception does not apply when any compulsory motor insurance legislation operating within this policy's territorial limits must be met.
- 9 being ridden in an unroadworthy, unsafe or damaged condition or does not have a valid MOT Certificate when needed.
- 10 being ridden with a load or a number of passengers which is unsafe.

SECTION 9 General Conditions

Cancelling your Policy

If **You** wish to cancel this policy within 14 days of the start of the policy or 14 days of receipt of the policy documents (if later) **You** may do so by writing to the **Administrator** and returning your **Certificate of Motor Insurance**.

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges detailed in the terms of business.

After 14 days of receipt of your policy documents **You** may cancel this policy by writing to the **Administrator** and returning your **Certificate of Motor Insurance**.

Where this happens **You** will receive a proportionate refund of the premium paid (see scale below) less any agreed charges detailed in the terms of business, provided:

- **You** have returned the **Certificate of Motor Insurance**; and
- **You** have paid the premium in full; and
- a claim has not been made where no recovery occurred during the current **Period of Insurance**.

If this policy is cancelled following a total loss of the insured **Motorcycle**, and the premium is being paid by instalments, **We** may deduct the outstanding balance (including interest charges) from the claim payment. If payment is made to the owner of the **Motorcycle** **We** will collect separately from **You** the outstanding monies.

The **Administrator** or **We** may cancel your policy by giving **You** 7 days' notice by letter to your last known address. **You** will receive a proportionate refund of the premium paid (see scale below) less any agreed charges detailed in the terms of business, provided:

- **You** have returned the **Certificate of Motor Insurance**; and
- **You** have paid the premium in full; and
- a claim has not been made where no recovery occurred during the current **Period of Insurance**.

Length of time you had the cover	Refund of Premium
Up to	
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%

We will not give **You** a refund if **We** provide over 8 months cover.

If **You** or **We** cancel this policy and there has been a claim during the current **Period of Insurance** and the premium is being paid by instalments, the outstanding balance including interest charges will become payable by **You**.

If you miss a premium

If **You** do not pay a premium on the due date the **Administrator** reserves the right to declare your policy cancelled as from that due date. In this context due date will include the date upon which a premium instalment was due.

Claims

As soon as reasonably possible after any accident, injury, loss or damage, **You** or your legal personal representatives must give **Us** full details of the incident. Any communication **You** receive about the incident should be sent to **Us** immediately unanswered. **You** or your legal personal representatives must also let **Us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest in connection of a fatal accident.

You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **We** want to, **We** can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **We** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

- if at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **We** will only pay our share of the claim, this provision will not place any obligation upon **Us** to accept any liability under Section 2 which **We** would otherwise be entitled to exclude under Exception 1 to Section 2.
- **You** shall at all times take all reasonable steps to safeguard **Your Motorcycle** from loss or damage. **You** shall maintain **Your Motorcycle** in an efficient roadworthy condition and **We** shall have, at all times, free access to examine such **Motorcycle** and trailer.
- under the laws of any country where this policy applies **We** may have to make payments which are not insured by this policy. **You** or the person who caused the accident must repay **Us** any money which **We** have paid because of the law of the country in which this policy applies which **We** would not otherwise have paid.
- **You** or the person who caused the accident must also repay to **Us** any money **We** had to pay because of any agreement with the Motor Insurers' Bureau.
- our provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and endorsements of this policy.
- if any claim is in any way fraudulent or if **You** or anyone acting on your behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefits and premiums under the policy shall be forfeited.

Changes to your details

You must tell the **Administrator** immediately if there are any material changes during the **Period of Insurance** which might affect your insurance. These include:

- your job (including details of any part-time occupation);
- your address or the address where you keep **Your Motorcycle**;
- what you use **Your Motorcycle** for;
- any modifications to **Your Motorcycle**.

If you replace **Your Motorcycle** or get an additional **Motorcycle** **You** must tell the **Administrator** immediately because the only **Motorcycle** covered by this policy is the one **You** told **Us** about and **We** accepted and is shown in your current **Policy Schedule**.

This is not an exhaustive list and if **You** are in any doubt, please contact the **Administrator**.

A charge for any change to your policy will be made.

Endorsements

Certain **Endorsements** apply to this policy which are shown on your current **Policy Schedule**. These must be read in conjunction with this policy document.

Complaints Procedure

BDML Connect Limited, the **Administrator** are proud of their reputation for fairness in the way they deal with their policyholders. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or your policy or a claim made under it, **You** should first phone Customer Services on the telephone number shown on the back cover of this policy.

or write to...

The Quality Manager
BDML Connect Ltd
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire
PO2 8QL

email: complaints@bdml.co.uk

Details of your policy and the policy or claim number along with your name and address will help **Us** to deal quickly with your enquiry.

If the **Administrator** is unable to resolve the matter or if your complaint is against your Insurer **You** may write to **The Insurer** identified in your current **Policy Schedule** and **Certificate of Motor Insurance**. If **The Insurer** is a Lloyd's syndicate **You** can write to:

Lloyd's Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

If the **Administrator** or **The Insurer** have given **You** a final response and **You** remain dissatisfied **You** may refer your case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800

Please note that **You** have six months from the date of the final response in which to refer your complaint to the FOS. Referral to FOS will not affect your right to take legal action against the **Administrator** or **The Insurer**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

SECTION 10 Motorcycle Legal Protection

Statement of Demands and Needs

This section of the policy meets the demands and needs of those who wish to ensure that their **Legal Costs** are insured in either defending a motoring prosecution against them or pursuing a claim for **Uninsured Losses** against another person who has caused them to suffer such losses as a result of an **Insured Event** occurring within the **Period of Insurance**.

Cover under this section of the policy is administered and underwritten by Ultimate Insurance Solutions on behalf of certain underwriters at Lloyd's.

Ultimate Insurance Solutions is a Lloyd's Coverholder who have been granted authority to accept insurance and make claims payments on behalf of certain Lloyd's syndicates.

In the event of a claim, Ultimate Insurance Solutions will appoint Roythorne & Company Solicitors or their agents to handle your claim. You are not covered for any other professional advisors fees unless Court Proceedings are issued.

Definitions

The following definitions apply only to this section of the policy:

Insured/ You

The **Insured** and any person stated on the current Certificate of Insurance and authorised by the **Member** to drive or to be a passenger in or on the **Insured Vehicle**.

Insured Event

An event causing loss or damage to an **Insured Vehicle** or injury to an **Insured** person whilst such a person is in, on, mounting or dismounting from the **Insured Vehicle** which takes place within the **Territorial Limits** other than events caused by mechanical failure of the vehicle during the **Period of Insurance**.

Legal Costs

The reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of the **Insured** and authorised by **Us** in pursuing or defending a claim under this section of the policy; and

The costs of a third party for which the **Insured** is either held liable by court order or are agreed by **Us** and which are incurred in connection with **Legal Proceedings** covered under this section of the policy.

Legal Proceedings

The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **Territory**, in respect of a matter covered under this policy; and the defence of a motoring prosecution within a court of criminal jurisdiction in the **Territory**.

Legal Representative

The solicitors or other qualified experts appointed by **Us** to act for the **Insured** in accordance with condition 2 of this section of the policy provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for the same until the end of the case; and
- they agree not to submit any claim for **Legal Costs** until the end of the case and to try and recover all **Legal Costs** from the other party in the action; and
- they agree to report in writing to **UIS** on any substantive development in the progress of the case.

Limit of Cover

The maximum amount in respect of the pursuit of **Uninsured Losses** - £50,000; and
The maximum amount in respect of the defence of motoring prosecutions - £5,000.

There is no limit on the number of claims made in the **Period of Insurance**.

Member

The person named as the policyholder on the Certificate of Motor Insurance, which relates to this policy.

Insured Vehicle

A motorcycle owned by the **Member** and specified under your Certificate of Insurance issued in conjunction with this policy.

Period of Insurance

The dates shown on your current Certificate of Insurance and Schedule provided the full Motor Legal Protection premium has been paid.

Road Traffic Accident

A traffic accident in the **Territory** involving the **Insured Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which the **Insured** is not at fault and for which another party is at fault.

Territory/ Territorial Limits

In the case of assistance in the recovery of **Uninsured Losses** and legal defence - the United Kingdom, Eire or mainland Europe west of the Urals;
and In the case of replacement vehicle assistance the United Kingdom, meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

UIS/We/Us/Our

Ultimate Insurance Solutions acting on behalf of certain underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom.

Each underwriter is only liable for their share of the risk and not for each others share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Ultimate Insurance Solutions Limited (no.311368) and the Society of Lloyd's (no.202761) are authorised and regulated by the Financial Services Authority and appear in their register. They are both members of the Financial Services Compensation Scheme.

Uninsured Losses

Loss arising out of a **Road Traffic Accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **Insured Vehicle** or any personal effects owned by the **Insured** whilst such property is in or on the **Insured Vehicle** or the **Insured** suffers death or bodily injury whilst in or getting into or out of the **Insured Vehicle**.

How to notify a claim

You should telephone the Motor Claims Notification Bureau
(Telephone: 0870 606 1365, Facsimile: 0870 606 1381) at **UIS** with details of your claim.

This facility is intended to simplify and speed up the management and processing of your claim. **UIS** must be notified of the incident within 180 days of it occurring.

What is Covered

1 **UIS** will indemnify the **Insured** up to the **Limit of Cover** against the **Legal Costs of Legal Proceedings** incurred in connection with:

- a the pursuit of a claim for **Uninsured Losses** directly arising from a **Road Traffic Accident**; and/or
 - b the defence of a motoring prosecution brought against the Insured in connection with criminal proceedings following an **Insured Event** involving the **Insured Vehicle**. Pleas in mitigation will be supported by **UIS** at their sole discretion and only where on conviction the Insured would be disqualified or suspended from driving.
- 2 **UIS** may, at their sole discretion and subject to the duty of the **Insured** to mitigate loss, facilitate the Insured in hiring a replacement vehicle for the period that the **Insured Vehicle** is immobilised as a result of a **Road Traffic Accident** and/or whilst it is being repaired. **You** must comply with the terms and conditions of the Hire Company selected by **UIS**.

The make and model of the replacement vehicle may vary from the **Insured Vehicle**.

- 3 **UIS** will provide a 24 hour Legal Helpline providing expert advice to the **Member** on any personal, civil or criminal legal matter.

Telephone: 01775 764165.

- 4 Authorised Vehicle Repair - **UIS** provide repairs to a vehicle involved in a non-fault **Road Traffic Accident**, where in their opinion or their appointed solicitor, a full recovery can be made from the negligent party.

What is Not Covered

- a **Legal Costs** and expenses incurred without **Our** prior consent.
- b **Legal Costs** and expenses where there is no reasonable prospect of success.
- c Claims reported to **UIS** more than 180 days after the date of the incident giving rise to the claim.
- d Claims where the **Insured** fails to co-operate and/or reply to any correspondence connected with the claim.
- e Claims directly or indirectly caused by, contributed to or arising from the malfunction or failure of any software, stored program, computer device or system wholly or partly caused by or attributable to a date based event whether occurring before, during or after the year 2000.
- f Costs incurred following a payment into court by a third party unless **We** have authorised the **Insured** in writing to continue with the claim after the payment into court of the **Insured** is ultimately awarded or settles for more than the amount of the payment in.
- g Costs incurred if the **Insured** withdraws instructions from the **Legal Representative** or from the **Legal Proceedings** unless such withdrawal is approved by **UIS**.
- h The costs or expenses of any expert witnesses unless previously agreed by **UIS**.
- i Where the **Insured** is responsible for unreasonable delay which is prejudicial to the claim or where the **Insured** fails to give proper instructions in due time to **UIS** or the **Legal Representative**.
- j Where the **Insured** pursues a claim without the consent of **UIS** or in a different manner from that advised by the **Legal Representative**.
- k **UIS** will not indemnify the **Insured** in any case where the likely legal costs exceed the value of the claim or the probable benefit to the **Insured**.

- l Claims against **Us** or any company or subsidiary of **UIS** or claims by the **Insured** against any other person covered under this policy.
- m Claims relating to matters for which the **Insured** would, but for the existence of this policy, be entitled to indemnity under any other policy.
- n Claims directly, or indirectly, caused by, contributed to or arising from:
 - i prosecutions which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences;
 - ii any deliberate illegal act or omission of the **Insured** or any act which is false or fraudulent in any way;
 - iii Faults in the **Insured Vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **Insured Vehicle**;
 - iv a **Road Traffic Accident** occurring during a race, rally or competition.
- o Claims for travelling expenses, subsistence allowances or compensation for absence from work.
- p Applications for Judicial Review.
- q **Legal Costs**, fines or other penalties which a court of criminal jurisdiction orders the Insured to pay.

1 **UIS** will be entitled to the full conduct and control of any claim or **Legal Proceedings**. **UIS** will be entitled to appoint a **Legal Representative** where they regard it as necessary.

An **Insured** person may choose an alternative **Legal Representative** only where:

- a **We** decide to commence **Legal Proceedings** or;
- b There is a conflict of interest.

Any dispute as to the choice of **Legal Representative** or the handling of the claim will be referred to an independent arbitrator who will normally be the President of the Law Society.

An **Insured** person must not settle a claim without **Our** agreement.

2 On receipt of a claim under this section of the policy **UIS** will evaluate the claim, advise on the steps the **Insured** should take to pursue the claim and, where appropriate, appoint a **Legal Representative** from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the **Insured** does not have to continue to instruct the **Legal Representative** nominated by **UIS** and may propose another **Legal Representative**.

If **UIS** and the **Insured** are unable to agree on a suitable **Legal Representative**, **UIS** will ask the Law Society to name a further **Legal Representative**. **UIS** and the **Insured** must accept the Law Society's nomination. In the meantime, **UIS** may appoint a **Legal Representative** to act on behalf of the **Insured** to safeguard his or her interests.

3 During the course of the claim the **Insured** must:

- a co-operate at all times in the completion of any necessary documentation or provision of information requested either by **UIS** or by the **Legal representative**;
- b not do anything which may prejudice his or her case by **UIS**'s position in respect of the claim;
- c take all available steps to recover the **Legal Costs** in the **Legal Proceedings**;
- d notify **UIS** of any settlement offer made before accepting it.

- 4 During the course of the claim, **UIS** will have the right of direct access to the **Legal Representative**.
- 5 **UIS** have the right to cancel this section of the policy at any time by sending the **Member** seven days written notice of such cancellation.

Any such cancellation shall not prejudice any claims under this section of the policy occurring before the date of cancellation.

The **Member** has the legal right to cancel this policy within the first 14 days following receipt of the full policy documentation. When this happens a full refund will be given.

If the **Member** wants to cancel at any other time they may do so by writing to the administrator of the policy. If the policy is cancelled a proportionate refund will be given.
- 6 **UIS** shall not provide cover under this section of the policy if the **Insured** makes a false declaration when they apply for cover.
- 7 The **Insured** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this section of the policy.
- 8 The **Insured** shall take all reasonable steps to mitigate the losses that flow from a **Road Traffic Accident**.
- 9 The **Insured** shall forward any accounts for **Legal Costs** as soon as they are received and, if required to do so by **UIS**, shall have such **Legal Costs** taxed, assessed or audited by the appropriate court of authority.
- 10 **UIS** may take over and conduct the claim and may, subject to the interest of the **Insured**, settle the claim in his or her name.
- 11 Every written notice or communication by **UIS** shall be sent to the **Insured** at the last address known to **UIS**.

We are proud of **Our** reputation for fairness in the way **We** deal with our policyholders. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about **Us** or **Your** policy or a claim made under it, **You** should first phone **Customer Services** on the telephone number shown on the back cover of this policy.

or write to...

The Quality Manager
Ultimate Insurance Solutions
Floor 5
The Connect Centre
Kingston Crescent
Portsmouth
Hampshire
PO2 8QL

Email: complaints@bdml.co.uk

Details of your policy and the policy or claim number along with your name and address will help us to deal quickly with your enquiry.

If we are unable to resolve the matter **You** can write to:

Complaints Department
Lloyd's
Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com

Tel: 0207 327 5693

Fax: 0207 327 5225

If **We** have given you a final response and **You** remain dissatisfied **You** may refer your case to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800

Please note that **You** have six months from the date of the final response in which to refer your complaint to the FOS. Referral to FOS will not affect your right to take legal action against **Us** or the **Insurer**.

Calls may be monitored or recorded for your added protection and security.