



Replacement Vehicle

Motorcycle Direct - Replacement Vehicle Policy Wording

How to make a claim

To make a claim on **your Motorcycle Direct Replacement Vehicle** policy, please call 0344 800 0988 (opening hours are 24 hours a day, 365 days a year).

Making a claim is easy, please follow the 4 steps below;

1. Read **Your** policy wording to check that the cause of the claim is covered;
2. In the event of theft or vandalism **You** will be required to provide **Your** crime reference number to the **Hire Firm**;
3. If **You** have a valid claim then **We** will arrange for the delivery of a **Replacement Vehicle** to **You** within 1 working day of the claim being accepted, which **You** can use for the **Hire Period**;
4. **You** must keep the **Hire Firm** fully informed at all times of all matters relating to the **Insured Incident** and in particular must notify them immediately if the **Insured Vehicle** is replaced, settlement received for the value of the **Insured Vehicle**, or where the **Insured Vehicle** is recovered in the event of theft.

Your Motorcycle Direct Replacement Vehicle Policy

This policy booklet combined with **Your Motorcycle Insurance Policy** confirms 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 **MotorCycle Direct** **We** treat it as having been received by **Us**.

Important

Please keep this policy booklet, together with **Your Motorcycle Insurance Policy**, 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 **MotorCycle Direct**. If **Your Motorcycle Insurance Policy** is cancelled for any reason, this policy will also be cancelled.

This policy booklet is a legally-binding contract of insurance between **You** (the insured) 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 contract is based on the information **You** provided, and **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this policy booklet or in any endorsement applying to this policy booklet.

Please check that the information contained in this policy meets **Your** requirements. If it does not, please contact **MotorCycle Direct** who arranged this insurance for **You**.

Your Insurer

This insurance is arranged by **MotorCycle Direct** and URIS Group, administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.

Claims are managed on behalf of the **Insurer** by the **Administrator** who have appointed the **Hire Firm** to deal with any claims covered by the policy.

If **You** have paid the premium **We** will agree to insure **You** subject to the terms and conditions detailed in this policy wording for a **Replacement Vehicle** in the event of an **Insured Incident** during the **Period of Insurance**.

Please take time to read the contents of this policy including how to make a claim. If **You** do need to discuss any aspect of this policy, please call **Your** agent who arranged this insurance on **Your** behalf.

Your policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **We** cancel this policy; or
- The underlying **Motorcycle Insurance Policy** is cancelled.

Eligibility

You are eligible to take out this **replacement vehicle** insurance if, on the **Start Date**, **You** agree to pay the premium and:

- **You** are the policy holder of a valid **Motorcycle Insurance Policy**; and
- **You** are a **UK** resident with a permanent **UK** address.

What is covered	What is not covered
<p>In return for the payment of Your premium, We will arrange for the supply of a Replacement Vehicle to You for the duration of the Hire Period in the event that the Insured Vehicle is involved in an Insured Incident arising during the Period of Insurance within the Geographical Limits.</p> <p>The Replacement Vehicle will be delivered to You free of charge as soon as is practically possible and in any event within one working day of You reporting an Insured Incident to Us.</p> <p>You may ask for the Replacement Vehicle to be delivered to You at any convenient place within the Geographical Limits.</p> <p>If, for whatever reason, it is not possible to provide You with a Replacement Vehicle We will contribute up to £20 per day towards transportation costs, up to a maximum of £280 per individual claim.</p> <p>A maximum of 2 claims can be made during the Period of Insurance.</p>	<p>This policy will not cover:</p> <ol style="list-style-type: none"> 1. Any more than 2 claims against this policy during the Period of Insurance; 2. The supply of a Replacement Vehicle to any person who does not meet the Hire Firm's standard terms and conditions of hire in force at the date of the Insured Incident; 3. Any Vehicle Hire Costs incurred before Our acceptance of a claim or not arranged through Us; 4. Any Vehicle Hire Costs where the Insured Incident has not been reported under Your own Motorcycle Insurance Policy; 5. Any Vehicle Hire Costs as a result of theft or vandalism which has not been reported to the police and where a crime reference number has not been obtained; 6. The supply of a Replacement Vehicle where the loss of the Insured Vehicle arises out of any deliberate or criminal act or omission other than vehicle theft or vandalism; 7. The supply of a Replacement Vehicle where the Insured Vehicle is used for racing, rallies or competitions; 8. The supply of a Replacement Vehicle where there is any allegation that the Insured Incident arose at a time when the Insured Person had consumed alcohol or illegal drugs; 9. Any costs of fuel, fares, fines or fees relating to the Replacement Vehicle whilst in Your possession; 10. Any additional hire charges due after the Hire Period; 11. Any Vehicle Hire Costs after Your Insured Vehicle is replaced, settlement received for the value of the Insured Vehicle or where the Insured Vehicle is recovered in the event of theft.

General exclusions

We will not pay for:

Existing and Deliberate Damage

- Any loss or damage occurring before cover starts or arising from an event before cover starts; or
- Loss or damage caused deliberately by **You** or any member of **Your** household.

Radioactive Contamination

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- 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.

War Risks

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.

Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Confiscation

Loss or damage caused by nationalisation or confiscation by any authority.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Electronic Data

Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

General conditions

False/Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void and the claim will not be paid, and all monies received by **You** or **Your** representatives shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy. **You** must give **Us** or the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim.

Governing Law

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.

Arc Legal Assistance Ltd Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details. A copy of the **Insurer's** privacy policy is available to view at:

<https://www.amtrustinternational.com/legal/privacy-cookies/>

Rights and Responsibilities

We have the right, at **Our** expense and in **Your** name to:

- Take over the defence or settlement of any claim; and
- Start legal action to get compensation from anyone else; and
- Start legal action to get back from anyone else any payments that have already been made.

At **Our** cost, **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions **We** or **MotorCycle Direct** may ask as part of **Your** application for cover under the policy;
- make sure that all information supplied as part of **Your** application for cover is true and correct;
- tell **Us** or **MotorCycle Direct** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

If **You** do not answer questions truthfully and accurately, this may affect **Your** cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim; please refer to 'General Conditions' for more information.

Change of circumstances

You must immediately advise **MotorCycle Direct** if any of the following circumstances change at any point during the **Period of Insurance**:

- **You** are no longer a permanent lawful resident of the **UK**; or
- **You** change **Your** address.

If **You** are not sure if a change in circumstances is relevant to **Your** policy, please contact **MotorCycle Direct**.

Transferring Your Interest in the policy

You cannot transfer **Your** interest in the policy to anyone else.

Cancelling your policy

If **You** decide to cancel **Your MotorCycle Direct Replacement Vehicle** policy, **You** can do so by:

- Email at customer.service@europa-group.co.uk;
- Telephone on 0344 800 0966;
- Writing to **MotorCycle Direct** at: Europa House, Midland Way, Thornbury, BS35 2JX.

Your right to cancel in the cooling off period

If **You** cancel within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later, **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:

- a) Fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions.

Where **We** have cancelled **Your** policy for the above reasons, no refund of premium will be made.

If **You** have paid the premium, **We** will agree to insure **You** subject to the terms and conditions detailed in this policy wording for a **Replacement Vehicle** in the event of an **Insured Incident** during the **Period of Insurance**.

Please take time to read the contents of this policy including how to make a claim. If **You** do need to discuss any aspect of this policy, please call **MotorCycle Direct** on 0344 800 0966.

Your policy will end if:

- **You** do not pay the premium;
- **Your** residential address is no longer in the **United Kingdom**;
- **You** or **We** cancel this policy; or
- The underlying **Motorcycle Insurance Policy** is cancelled.

Customer service & complaints

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You** please contact **MotorCycle Direct** by:

- Email at customer.service@europa-group.co.uk;
- Telephone on 0344 800 0966;
- Writing to **MotorCycle Direct** at: Europa House, Midland Way, Thornbury, BS35 2JX.

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Hire Firm** by:

- Telephone on 0344 800 0988.

Please ensure **Your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

From a landline: 0800 023 4567. From a mobile: 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk.
Website: www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Definitions

The following words or phrases have the same meaning wherever they appear in **Your** policy in **bold** text and with a capital letter.

Administrator

Arc Legal Assistance Ltd.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

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.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Geographical Limits

Unless stated otherwise the policy only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

Hire Firm

The provider of **Your Replacement Vehicle**, who handle claims on behalf of the **Insurer**.

Hire Period

The period from the date a **Replacement Vehicle** is delivered to **You** until the date when **You** receive a settlement in respect of the value of the **Insured Vehicle**, the date the **Insured Vehicle** is repaired or the date on which the **Insured Vehicle** is recovered in the event of theft, subject to a maximum of 14 days.

Insured Incident

- A road traffic accident which is **Your** fault, damage by fire, vandalism or attempted theft within the **Geographical Limits** that renders the **Insured Vehicle** a total loss (a write off) or **Unrideable**, as determined or accepted by the **Insurer**, the **Third Party** insurer or by a garage who is a member of the Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle Repairers Association (MVRA) or another similar recognised body; or
- Theft of the **Insured Vehicle** within the **Geographical Limits** where the **Insured Vehicle** is not recovered.

Insured Person

You and any other person driving the **Insured Vehicle** with **Your** permission and under the cover of **Your Motorcycle Insurance Policy** providing they satisfy the **Hire Firm's** standard terms and conditions of hire in force at the date of the **Insured Incident**.

Insured Vehicle

The motorcycle specified in the **Motorcycle Insurance Policy** issued with this policy.

Insurer/We/Us/Our

Arc Legal Assistance Ltd and AmTrust Europe Limited.

MotorCycle Direct

The insurance intermediary who arranged this insurance on **Your** behalf.

Motorcycle Insurance Policy

The motorcycle insurance policy that has been issued to **You** for the **Insured Vehicle** by **MotorCycle Direct** who arranged this insurance on **Your** behalf.

Period of Insurance

This policy will run concurrently with **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**.

Replacement Vehicle

A replacement motorcycle having an equivalent engine capacity to the **Insured Vehicle** but not exceeding 650cc in any event.

Start Date

The date shown in **Your Motorcycle Insurance Policy** schedule or the date **You** purchased this insurance if afterwards.

Third Party

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding any **Insured Person**.

United Kingdom, UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unrideable

Damaged in a manner which (albeit temporarily) renders the **Insured Vehicle** unfit for lawful use on a public highway within the **Geographical Limits**.

Vehicle Hire Cost

The cost of hiring a **Replacement Vehicle** for one continuous **Hire Period**.

You/Your

The person named as the policy holder in the **Motorcycle Insurance Policy**.