

Your Policy Document

PERSONAL ACCIDENT INSURANCE FOR AMATEUR MOTORCYCLE SPORTS

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TO THE UK'S MOST PASSIONATE MOTORCYCLE INSURANCE BROKER

BeMoto is a specialist motorcycle insurance broker, run by bikers exclusively for enthusiasts. We offer products for all types of bikes and collections, whether used on the road, ridden on the track or at home resting in the garage.

Our purpose is to make it easy for you to enjoy your passion by offering great value, high quality products and a personal service when you need us.

As bikers, we also believe in treating bikers fairly, offering excellent value for money with a first class experience. That's why we won't charge you an 'amendment fee' if you call us to make a change to your policy, such as changing the date of your trackday (a fair usage policy applies and the insurer may require additional premium).

MOTORCYCLE TRACKDAY INJURY INSURANCE

This policy has been designed for bikers who wish to receive a lump sum tax free payment for certain insured fractures, permanent total disablement or death, as a result of an accident on track at an organised trackday (or other pre-approved event).

This policy does not cover professional racing and has fixed payments for the specific fractures listed (if it is not listed it is not covered). This policy does not provide any cover for injury to any third party or damage to any third party property. There is no cover under this policy for your motorcycle (we have separate policies available for your bike). The section covering permant total disablement and accident death only applies if you have selected it and paid an additional premium.

OTHER TRACKDAY PRODUCTS AVAILABLE FROM BEMOTO

- Fire & Theft insurance for your track or race bike when securely stored in a locked building, even if it is not road-registered with a V5 (optional "In Transit" cover available too);
- Trackday Damage Insurance to cover accidental damage to your motorcycle following an insured incident at a • UK or European circuit (not racing);
- Race Van insurance for vans that are only used for leisure purposes (not commercial use), e.g. carrying your bikes and gear to a track and for sleeping in at circuits; and
- Travel & Repatriation Insurance for overseas trackdays to cover your emergency medical and repatriation costs in the even of an accident on track.

Thank you for choosing BeMoto.

Nick, Director

Mat, Director

Ben. Director

WAYS TO CONTACT US



01733 907001 (Service)



www.bemoto.uk/contact-us



@bemotouk



helpme@bemoto.uk



PO Box 1338, Peterborough PE1 1LZ

www.facebook.com/bemoto.uk

For our joint protection, calls may be monitored and recorded. Please refer to <u>www.bemoto.uk</u> for our opening hours.

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Definitions

The following words and terms have the definition set out here wherever they appear in bold font in this document:

Accident

A sudden, unexpected, unusual, specific, external event which occurs while riding a motorcycle at an identifiable time and place during the **operative time** of insurance resulting in **bodily injury**.

Accidental Death

An **accident** which results in an **your** death within 12 months of the date of the accident. The death must occur solely as a result of **bodily injury** and independently of any other cause.

BeMoto, Our, Us, We

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company number 09676058 Registered office: Moto Broking Limited, First Floor 15-27, Cowgate, Peterborough, PE1 1LZ. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

Bodily Injury

A physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental bodily injury), naturally occurring condition or degenerative process. The injury must occur during the **operative time** of insurance.

Doctor

A legally qualified medical practitioner. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your** partner.

Fracture

A breach in the continuity of the bone caused by an **accident** which is identified by an x-ray (or in the case of a fracture which is unable to be x-rayed, by confirmation from a **doctor**).

Hospital

A lawfully registered establishment providing medical and surgical treatment and 24-hour-a-day nursing care by registered nurses for ill or injured people. 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

Means staying in a hospital for a continuous period of at least 24 hours to receive treatment or care on the advice of a **doctor** because of an **accident**.

Indigo Underwriters Ltd

Indigo Underwriters Ltd, registered in the UK, company number 07085778. Registered office: 6th Floor, Duo Building, 280 Bishopsgate, London, EC2M 4RB. Indigo Underwriters Ltd is authorised and regulated by the Financial Conduct Authority (FCA registration number 514818).

Insurers

The underwriters at Lloyd's who have a share in this policy.

Operative Time

Both of the below must be satisfied for the insurance to be operative:

- You are covered by this insurance whilst participating in trackdays and/or amateur racing during the **period** of insurance.
- You are covered for the events shown in the Policy Schedule and only on specified dates.

Period of Insurance

The length of time covered by this insurance (as shown in **your** Policy Schedule) and any extra period for which **the insurers** accept **your** premium. The insurance can cover up to 8 consecutive days.

Permanent

Expected to last throughout **your** life, irrespective of when the cover ends.

Permanent Total Disability / Permanent Total Disablement

Loss of the physical ability through accidental **bodily injury** to do at least 4 of the 6 tasks listed below ever again. The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or **you** expects to retire. **You** must need the help or supervision of another person and be unable to perform the task on **your** own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- Washing the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- Getting dressed and undressed the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances.
- Feeding oneself the ability to feed oneself when food has been prepared and made available.
- Maintain personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function.
- Getting between rooms the ability to get from room to room on a level floor.
- Getting in and out of bed the ability to get out of bed into an upright chair or wheelchair and back again.

Disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Pre-Existing Condition

Any condition, whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling, or of which **you** were aware or should have been aware at the commencement of this contract of insurance or

for which **you** have been treated at any time during the 5 years prior to the commencement, or date of addition, of this contract of insurance (commencement relates to the start date shown in **your** current Policy Schedule).

United Kingdom

England, Scotland, Wales, and Northern Ireland.

You, Your, Insured Person

The person or people named in the insurance Policy Schedule as being the policyholder covered by this insurance policy (the 'insured person').

IMPORTANT

This is a single event policy that pays a one-off tax-free lump sum. It can be used as a top up to other personal insurance policies you might holds elsewhere, but it is NOT a substitute for proper life insurance, income protection or other similar products designed to protect you and your families interests.

We strongly urge you to speak to a financial advisor about your protection needs.

Important Legal Information

CONTRACT OF INSURANCE

Your policy, if paid for in full, is a legal contract between **you** and the **insurers** and is made up of this document together with **your** insurance Policy Schedule (which details the level of cover **you** have chosen).

In accordance with the authorisation granted under contract (refer to **your** Policy Schedule for the Lloyd's Unique Market Reference applicable to this contract) to **Indigo Underwriters Ltd** by **insurers**, and in consideration of the payment of premium specified in the Policy Schedule, the **insurers** are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained in or endorsed on this policy. That is, in the event of a claim, each insurer (and their executors and administrators) is liable only for their own share of their insurers' proportion of the risk.

It is important that **you** read all documents as they contain useful and important information about **your** policy. Please make sure that **you** read **your** documents thoroughly and ensure that any information that **you** have provided to **us** is accurate, true and correct.

If the details that **you** have provided to **us**, detailed on **your** Policy Schedule, are correct and up to date, as well as all payments due, the **insurers** will provide **you** with the insurance cover specified in this document.

Your Policy Schedule will show a sum insured inserted against each section of cover **you** have chosen. Where **you** have not selected a section of cover, the words 'Not Covered'or 'Not Selected' (or words to that effect) are shown next to that section on **your** Policy Schedule. It is important that:

- You check that the information contained in your Policy Schedule is accurate and that the Policy Schedule reflects the coverage sections you have requested (see the 'Information you have given us section below);
- You notify us of any inaccuracies in the information contained in your Policy Schedule or of any changes to that information (see the 'Notifying us of any changes or inaccuracies' section)
- You comply with your duties in the event of a claim, your duties under each section, and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

You must keep to our Terms of Business or we may cancel your policy. We may also charge a fee in accordance with our Terms of Business, available on our website at: www.bemoto.uk/help-and-support/legal-information-and-policies

If any information shown on your documents is not accurate then please call **BeMoto** immediately on 01733 907001.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms, **we** and **your insurers** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If we or your insurers establish that you deliberately or recklessly provided us with false or misleading information, your insurers will treat this insurance as if it had never existed and decline all claims.

If **we** or **your insurers** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** insurance and any claim. For example **your insurers** may treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid.

If **we** or **your insurers** establish that **you** were careless in providing **us** with the information **we** and **your insurers** have relied upon in accepting this insurance and setting its terms and premium they may:

• Amend the terms of **your** insurance. **Your insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **you**r carelessness; or

- Charge **you** more for **your** insurance or reduce the amount **your insurers** pay on a claim in the proportion the premium **you** have paid bears to the premium the **insurers** would have charged **you**; or
- Cancel your insurance in accordance with the 'Cancelling Your Policy' section of this policy.

We or your insurers will write to you if we or they:

- Intend to treat this insurance as if it had never existed; or
- Need to amend the terms of your insurance; or
- Require you to pay more for your insurance.

NOTIFYING US OF ANY CHANGES OR INACCURACIES

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the 'Cancelling **Your** Policy' section.

CHOICE OF LAW

Your policy will be governed by and managed in line with the law of England and Wales unless you live in Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply. This is unless you and the **insurers** agree otherwise.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in English.

CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

No person, company or business who is not named on **your** policy shall have any rights to enforce any terms or conditions of **your** policy. This will not affect any other rights that person, company or business has apart from under this Act.

YOUR INSURERS

This policy is underwritten by certain underwriters at Lloyd's. **You** or **your** representative can obtain the name of each of the **insurers** and their respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Your insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Your insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if the **insurers** are unable to meet their obligations to **you** under this insurance. If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

INDIGO UNDERWRITERS LTD

This insurance has been arranged by **Indigo Underwriters Ltd** on behalf of certain underwriters at Lloyd's under the Binding Authority Unique Market Reference Number shown in **your** Policy Schedule.

Indigo Underwriters Ltd is regulated by the Financial Conduct Authority, registration number 514818.

You can check this on the Financial Services Register by visiting the FCA's website https://register.fca.org.uk or by contacting the FCA on O800 111 6768.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.

DEMANDS AND NEEDS

This policy meets the demands and needs of those who wish to receive a cash lump sum if they suffer **bodily injury** in an **accident** whilst participating in trackdays, amateur racing, or other activities agreed by the **insurers**. In choosing this product and the level of cover, **you** have not received any personal recommendation from **us**. The choices that **you** will have made depend on **your** personal circumstances.

This policy does NOT cover ANY riding that may be deemed "professional racing" (professional racers can buy this policy for non-competitive motorcycle activities like coaching clients at motorcycle track days or training schools).

Other track insurance products available from BeMoto

- Daytime MOT Insurance (riding your road-legal track bike on a public highway during daylight hours)
- Track or race bike Fire & Theft Insurance (optional 'In Transit' cover available)
- Trackday Damage Insurance (UK or EU circuits)
- Race Van Insurance (social use vans for transporting bikes and sleeping at tracks)
- Trackday Travel & Repatriation Insurance (emergency medical and repatriation costs)

www.bemoto.uk/motorcycle-track-insurance



WHAT YOUR POLICY COVERS

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by illness which does not fall within the definition of **bodily injury**.

Your insurers will pay up to the benefits shown in the following table if, during the **period of insurance**, an **insured person** suffers **bodily injury** during the **operative time** whilst participating in a trackday and/or amateur racing, which results in a **fracture** of one of the bones listed below. **Your insurers** will also pay for **hospitalisation** if this is due to an **accident** that happens during the **operative time** whilst participanting in a trackday and/or amateur racing.

1A FRACTURE OF ONE OF THE BONES LISTED BELOW:Grade III£2,000Upper Leg (Femur)£2,000Vertebral Body (not Coccyx)£2,000Pelvis£2,000Skull£2,000Grade II£1,000Vertebra (other than the vertebral body)£1,000Lower Leg (Tibia)£1,000Lower Leg (Fibula)£1,000Lower Jaw£1,000Breastbone (Sternum)£1,000Shoulder Blade (Scapula)£1,000Kneecap (Patella)£1,000Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000Grade I£1,000
Upper Leg (Femur) £2,000 Vertebral Body (not Coccyx) £2,000 Pelvis £2,000 Skull £2,000 Grade II £2,000 Vertebra (other than the vertebral body) £1,000 Lower Leg (Tibia) £1,000 Lower Leg (Fibula) £1,000 Shoulder Blade (Scapula) £1,000 Kneecap (Patella) £1,000 Upper Arm (Humerus) £1,000 Lower Arm (Radius and Ulna) £1,000
Vertebral Body (not Coccyx)£2,000Pelvis£2,000Skull£2,000Grade II£2,000Vertebra (other than the vertebral body)£1,000Lower Leg (Tibia)£1,000Lower Leg (Fibula)£1,000Lower Jaw£1,000Breastbone (Sternum)£1,000Shoulder Blade (Scapula)£1,000Kneecap (Patella)£1,000Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000
Pelvis£2,000Skull£2,000Grade IIVertebra (other than the vertebral body)£1,000Lower Leg (Tibia)£1,000Lower Leg (Fibula)£1,000Lower Jaw£1,000Breastbone (Sternum)£1,000Shoulder Blade (Scapula)£1,000Kneecap (Patella)£1,000Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000
Skull£2,000Grade IIVertebra (other than the vertebral body)£1,000Lower Leg (Tibia)£1,000Lower Leg (Fibula)£1,000Lower Jaw£1,000Breastbone (Sternum)£1,000Shoulder Blade (Scapula)£1,000Kneecap (Patella)£1,000Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000
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Kneecap (Patella)£1,000Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000
Upper Arm (Humerus)£1,000Lower Arm (Radius and Ulna)£1,000
Lower Arm (Radius and Ulna) £1,000
Grade I
Clavicle (Collar Bone) £500
Wrist (Carpals) & Colles' Fracture £500
Ankle (Tarsals) & Pott's Fracture £500
Hand (Metacarpals)* £500
Foot (Metatarsals)* £500
Coccyx £500
2 HOSPITALISATION (IN ADDITION TO FRACTURE PAYMENT):
One-off lump sum (paid after 48 hours) £250

*Excludes all fingers and toes.

EXCLUSIONS AND SPECIAL CONDITIONS

The following applies to Section One: Personal Injury Protection. The general exclusions also apply to all of this insurance.

The amount the **insurers** will pay may be restricted or limited in certain circumstances. The benefits paid are accumulative in the event that one **accident** results in multiple fractures (benefit 1). If for example, you suffer a fractured clavicle and breastbone, the **insurers** will pay a total of £1,500.

The maximum accumulated benefit for fractures (benefit 1) under this section is £3,000 for any one **accident**. The **insurers** will pay the lump sum benefit for **hospitalisation** (benefit 2) on top of any benefit for fractures.

If **you** have any **accident** which results in more than one fracture to the same joint or bone, the **insurers** will only pay benefit for one of the fractures.

A single lump sum payment benefit (Benefit 2) will be made in addition to benefits for fractures (benefit 1) after 2 continuous days in the **hospital**. Only one lump sum payment will be paid for the same **accident**.

Certain accidents are not covered, please see the section "General Exclusions".

Section Two: Accidental Death

and Permanent Total Disability

The following cover applies only if **your** Policy Schedule shows that it is included.

WHAT YOUR POLICY COVERS

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by illness which does not fall within the definition of **bodily injury**.

The **insurers** will pay up to the sum insured selected and shown in the Policy Schedule if, during the **period of insurance**, an **insured person** suffers **bodily injury** during the **operative time** whilst participating in a trackday and/or amateur racing which results in one of the following:

In the event of an insured accident causing one of:	Benefits Due
1 Permanent Total Disablement (PTD)	£15,000
2 Accidental Death (AD)	£15,000

The benefit the **insurers** will pay in the event of an **accident** that results in ONE of the above is £15,000. Once a payment has been made, the cover will cease.

EXCLUSIONS AND SPECIAL CONDITIONS

The following exclusions apply to Section two: **Permanent Total Disability** and **Accidental Death**.

The **insurer** will not pay the following:

- The Death benefit if the **bodily injury** does not lead to death within 52 weeks of an **accident**.
- The benefit for permanent total disability if the disability results in death within 52 weeks of an accident.

The following conditions apply to Section Two: Permanent Total Disability and Accidental Death.

- 1. If **bodily injury** covered by this insurance causes death (within 52 weeks of an **accident**) before the **insurers** have paid any claim for loss or disability, they will only pay the amount shown in the Policy Schedule for the insured event (**Accidental Death**).
- 2. If the **insurers** have made any payment for **Permanent Total Disability**, they will take this amount from any fixed benefit they later pay for the **Accidental Death**.
- 3. If the **insurers** have made any payment for benefits shown in Section One, they will take this amount from any fixed benefit they later pay for the **accident**.
- 4. The total sum payable under this section in respect of any one **accident** will not exceed in all the largest sum insured payable under any one of the items of the Policy Schedule during any **period of insurance**.

The general exclusions also apply to all of this insurance.

General Exclusions

The exclusions below apply to the whole of **your** policy.

WHAT IS NOT COVERED

A. This insurance does not cover any losses or expenses incurred, directly or indirectly and only provides fixed lump sum payments for eligible **bodily injuries**, **Accidental Death** or **Permanent Total Disablement**.

In addition, the following exclusions apply:

- 1. Suicide, attempted suicide, intentional self-injury.
- 2. Taking part in a criminal act.
- 3. Being under the influence of alcohol or drugs.
- 4. Where a previous injury affects the outcome of the claim.
- 5. Any claim arising from an **accident** that occurs at any other place and/or time than the events listed on the Policy Schedule.
- 6. Any event which is booked or commenced contrary to medical advice.

B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.

WHAT IS NOT COVERED

The **insurers** will not provide any cover or be liable to pay any claim or provide any benefit under this contract of insurance if the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

This means the **insurers** will not provide any insurance coverage for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America.

The **insurers** will not provide any coverage in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

General Conditions

The conditions below apply to the whole of **your** policy.

ARE YOU ELIGIBLE FOR COVER?

It is important that **you** are eligible for the cover provided by this policy and that **you** remain so for the duration of the policy. To be eligible for cover under this policy, **you** must on the start date:

- 1. Be living and present in the United Kingdom or the Isle of Man; and
- 2. Have a valid licence to ride **your** class of motorcycle on the public highway, or hold an ACU racing licence.

WHEN DOES YOUR INSURANCE BEGIN AND END?

Your insurance begins on the first date you have specified to us, and you have paid your premium in full. You will receive a Policy Schedule with an inception date and expiry date. Your policy will cease at the end of the last date shown on your Policy Schedule or 364 days after purchase (whichever comes first).

Your insurance covers specific events only. That means you must notify us of the dates you are doing and when you are doing them. This will be shown on your Policy Schedule, which we will send you before the insurance begins.

Your insurance will also end in the following situations:

- You cancel your policy;
- We or your insurers cancel your policy as set out in the section "Cancelling Your Policy";
- Once a claim has been submitted, unless the claim is either withdrawn or rejected.

REASONABLE CARE

Every insured person must take all reasonable care to prevent bodily injury.

PRE-EXISTING CONDITIONS

If the effects of an **accident** are made worse because the **insured person** affected already had a sickness, disease, naturally occurring condition or injury, then the **insurers** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury has on the **bodily injury**, and the **insurers** will reduce **your** benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or injury into account.

OTHER PERSONAL INJURY PRODUCTS

You will only be eligible for insurance cover under one of **our** Personal Accident products at any one time.

CHANGE IN CIRCUMSTANCES

You must tell us as soon as possible about any change in the information you have provided to us which happens before or during any **period of insurance**. We will tell you if such change affects your insurance and if so, whether the change will result in revised terms and/or premium being applied to your policy. If you do not inform us about a change, it may affect any claim you make or could result in your insurance being invalid.

Important Claims Information

POLICY TERMINATION AFTER A CLAIM

All cover will cease after a successful claim is made with no refunds for any unused days on a multi-day event.

CLAIMS

It is only possible to make one claim under this insurance. Your insurance will automatically cease once a claim has been submitted, and no cover exists for accidents occurring after this time. If your claim is withdrawn or rejected, your insurance can be reinstated if confirmed by us.

When a claim or possible claim arises, you or an insured person must tell us as soon as possible (see Making a claim). You or the insured person must get and act on advice from a registered doctor and have any medical examination that we ask and pay for. If an insured person dies, we will be entitled to ask for, at our expense, a post-mortem examination. You or any insured person must give us (at your or their own expense) any documents, information and evidence we need. We will only request information relevant to your claim.

FRAUDULENT CLAIMS

If you make a fraudulent claim under this insurance contract, the insurers:

- a. Are not liable to pay the claim; and
- b. May recover from you any sums paid to you in respect of the claim; and
- c. May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **insurers** exercise their right under clause (c) above:

- a. The insurers will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act.
 A relevant event is whatever gives rise to a liability under this insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim), and,
- b. The **insurers** need not return any of the premiums **you** have paid.

HOW TO MAKE A CLAIM

If you need to make a claim, check this document and your Policy Schedule to see if you are covered.

Contact: Claims Settlement Agencies Limited 308-314 London Road Hadleigh Benfleet Essex SS7 2DD Tel: +44 (0) 1702 427170 Email: CanopiusClaims@csal.co.uk

You must report any claim as soon as possible.

Data Protection

A SUMMARY OF HOW WE USE YOUR PERSONAL INFORMATION

Moto Broking Limited is the controller of your personal information. **We** will keep **you** informed about how **we** use **your** personal information in the document 'Website Usage & Privacy Policy', which is available:

- online at www.bemoto.uk/privacy-hub
- in writing, Braille, large print and audiotape from Customer Support, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: helpme@bemoto.uk

You have a number of rights concerning your personal information. You can ask for a person to *review* an automated decision, and in certain circumstances to:

- access the personal information we hold about you;
- *correct* personal information;
- have **your** personal information *deleted*,
- *restrict* **us** processing **your** personal information;
- receive your personal information in a *portable* format; and
- *object* to **us** processing **your** personal information.

If **you** want to find out more or exercise these rights, contact Customer Support, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: helpme@bemoto.uk

You can contact us about data protection at: Data Protection Officer, BeMoto, PO Box 1338, Peterborough, PE1 1LZ or email us at: dpo@bemoto.uk

For full details of the **insurers** Privacy Notice(s), please contact the **insurers** directly (their details will be shown on **your** Policy Schedule).

Cancelling Your Policy

GENERAL INFORMATION

We hope that you will be happy with your policy, but if you wish to cancel, please contact us immediately. If you cancel before the event date has started, you may be entitled to a refund of the **insurers** premium. Your premium is non-refundable if the event date has already started or passed. In all cases **our** Administration Fee is non-refundable.

A Cancellation Fee may also be charged after **your** 14-day statutory cooling-off period in accordance with **our** Terms of Business, available on **our** website at: www.bemoto.uk/help-and-support/legal-information-and-policies

YOUR RIGHT TO CANCEL

1. If you bought the insurance as a standalone cover for a single event

Your premium is non-refundable if **you** bought a standalone cover for a single event and the event date has already started or passed. If **you** cancel the insurance before the event date has started, **you** are entitled to a refund of the **insurers** premium. In all cases **our** Administration Fee is non-refundable.

3. If you bought the insurance as an add-on to a Travel Insurance policy

You have a 'cooling off' period where, should you decide that you find that the terms and conditions do not meet your requirements, and provided you have not travelled or claimed on the policy, you can advise us within 14 days of purchase for a full refund of the **insurers** premium to be considered.

In all cases **our** Administration Fee is non-refundable.

Refer to your Travel Insurance Policy Schedule for more information.

Should **you** wish to cancel **your** Travel Insurance policy outside of the 14-day cooling off period, and can confirm that there have been no claims on the policy and that **you** have not travelled; the following cancellation terms will be applied:

- Single Trip policies In the event **you** have not travelled and are not claiming on the policy, a refund of 50% of the **insurers** premium will apply. If **you** have travelled or are intending to claim, or have made a claim (irrespective of whether **your** claim was successful or not) the **insurers** will not consider refunding any proportion of your premium. In all cases **our** Administration Fee is non-refundable.
- Annual Multi Trip policies Your total premium is non-refundable (the policy is effective immediately).

3. If **you** bought the insurance as an add-on to a Trackday Insurance policy

Your premium is non-refundable if **you** bought it as an add-on to a Trackday Insurance policy and the event date has already started or passed. If **you** cancel the Trackday Insurance policy before the event date has started, **you** may be entitled to a refund of premium.

In all cases **our** Administration Fee is non-refundable.

Refer to **your** Trackday Insurance Policy Schedule for more information.

OUR RIGHT TO CANCEL

We (or the insurers) may cancel this policy and/or any additional cover options. In the unlikely event that we do cancel this policy, we will provide you with at least 7 days' written notice. We will send this notice to your last known postal and/or e-mail address. We will explain the reason for cancellation in our cancellation notice.

Valid reasons for why **we** or the **insurers** may cancel **your** policy include, but are not limited to:

- changes to the information detailed on **your** Policy Schedule results in the **insurers** no longer wishing to provide cover;
- where, **we** or the **insurers** have become aware of a new claim or incident from before the start of **your** policy and this results in the **insurers** no longer wishing to provide cover;
- if premiums are not paid, when due, we will write to you requesting payment by a specific date. If we receive
 payment by the date set out in the letter we will take no further action. If we do not receive payment by this date
 we will cancel the policy and/or any additional cover options from the cancellation date shown on the letter;
- where **we** reasonably suspect **your** involvement in or association with insurance fraud and/or any other financial crime;
- when **you** or a person acting on **your** behalf uses threatening or intimidating behaviour or language towards **our** staff, suppliers or agents, or towards the **insurers** staff, suppliers or agents;
- where **you** fail to co-operate with the **insurers** or do not provide the **insurers** with information or documents, that they reasonably require, and this affects the **insurers** ability to process a claim or defend their interests; or
- where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

If **we** cancel **your** policy, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **you** were provided such cover, unless the reason for cancellation is fraud and/ or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012 or **you** have made a claim.

REFUNDS ON CANCELLATIONS

If you are due a refund, we will send this to you within 30 days of you telling us that you would like to cancel.

Complaints

OUR PROMISE OF SERVICE

We aim to provide the highest standard of service to every customer, but we recognise that things do go wrong occasionally. If **our** service does not meet **your** expectations, we want to hear about it, so we can try to put things right. We take all complaints seriously and we aim to resolve problems quickly.

If your complaint is about the **insurers** or a claim you can contact them using the details below.

We will record and analyse your comments to make sure we continually improve the service we offer.

WHAT TO DO IF **YOU** ARE UNHAPPY AND WISH TO MAKE A COMPLAINT

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to either **BeMoto** (for quotes and sales), the **insurers**, or the complaints team at Lloyd's.

The address of **BeMoto** is: PO Box 1338, Peterborough, PE1 1LZ E-mail: complaints@bemoto.uk Telephone: 01733 907001

The address of **Indigo Underwriters Ltd** is: 6th Floor, Duo Building, 280 Bishopsgate, London, EC2M 4RB Email: complaints@indigounderwriters.com Telephone: 0203 286 6300

The address of the Complaints Team at Lloyd's is: Complaints, Lloyd's, One Lime Street, London EC3M 7HA Telephone: 0207 327 5693 / Fax: 0207 327 5225 E-mail: complaints@lloyds.com Website: www.lloyds.com/ complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at: www.lloyds.com/ complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

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

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the **United Kingdom** for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: https://ec.europa.eu/odr

Making a complaint does not affect **your** right to take legal action.

IN THE EVENT OF THE INSURERS INSOLVENCY

You may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). Further information is available from them at:

Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone: 0800 678 1100 or 0300 123 9123 from a mobile.



This policy document and other associated documents are available in large print. If you need any of these please contact us on 01733 907001.

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058. Registered office: First Floor 15-27, Cowgate, Peterborough, PE1 1LZ. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

