



Your Policy Document

**PERSONAL ACCIDENT
INSURANCE**

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Introduction

Thank you for choosing 'Personal Accident Insurance'.

It's important that **you** read this wording and **your** statement of fact to make sure that everything **you** have told **us** is correct. Please read this policy carefully so that **you** understand the cover provided. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording, **Statement of Cover**, **Statement of Fact** and **Certificate of Motor Insurance** in a safe place in case **you** need them later.

SELLING BROKER

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)

MARKETING INTERMEDIARY

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

INSURER

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

INSURING CLAUSE

In return for the payment of **your** premium, **the insurer** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of cover**.

CONSUMER INSURANCE ACT

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

- a. Supply accurate and complete answers to all the questions we may ask as part of your application for cover under the policy.
- b. To make sure that all information supplied as part of your application for cover is true and correct
- c. Tell us 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.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Definitions

Where **we** explain what a word means, that word will be highlighted in bold print and will have the same meaning wherever it is used in this policy.

Accident

An unexpected event that happens while an **insured person** is riding, mounting/dismounting or making any emergency roadside repairs to **your motorcycle**.

BeMoto, We, Us, Our, Ourselves

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Bodily Injury

A physical injury to the body caused directly and solely by an **accident**, excluding intentional self-inflicted injuries and injuries resulting from sickness or disease.

Certificate of Motor Insurance

The document that proves **you** have the insurance **you** need by law. The certificate shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles.

Consultant

A person other than **you**, a member of **your** immediate family or an employee of **yours**, who is qualified as a consultant in the branch of medicine to which the **bodily injury** relates.

Geographic Limits

England, Scotland, Wales and Northern Ireland, the Channel Islands, and the Isle of Man and for 90 days in any country within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

You can find more information on the countries that follow the above EU Directive by visiting www.cobx.org

Imminent Claim

An **incident** that could give rise to a claim under this policy that **you** are or were aware of before the start date of this policy.

Incident

The event that gave rise to a claim under this insurance policy, which occurred during the **period of cover**.

Insured Person

You or a **named rider** as detailed on your **Certificate of Motor Insurance**.

Loss of Limb(s)

The loss by physical severance at, or above, the wrist or ankle or the permanent, total loss of use of an entire arm or leg. This can include the total, permanent loss of use, whether by physical severance or not, of a limb below the wrist or ankle.

Loss of Hearing or Loss of Speech

The total, permanent and irrecoverable loss of hearing or speech.

Loss of Sight

The permanent and total loss of sight which is considered as having happened: In both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or In one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of Use

The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a consultant specialising in that area.

Motorcycle

The motorcycle(s) shown on **your Certificate of Motor Insurance** that **you** own or are authorised to ride.

Motorcycle Insurance Policy

Your insurance policy issued by a **motorcycle insurer** to **you** for **your motorcycle**.

Motorcycle Insurer

An authorised and regulated UK motorcycle insurer.

Named Rider(s)

Riders named on **your Certificate of Motor Insurance** under Section 5 “Persons or classes of persons entitled to drive”.

Period of Cover

The period stated on **your Certificate of Motor Insurance** that this policy is in force for.

Permanent Total Disablement

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

Statement of Cover

The document issued to **you** which details whether **you** have ‘Personal Accident Insurance’ cover.

The Insurer

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

You, Your, Yourself

The person named on **your Certificate of Motor Insurance**.

Cancellation

COOLING OFF PERIOD AND CANCELLATION

You have the right to cancel this policy. If **you** cancel this policy **we** will return to **you** a refund of any premium paid for the remaining **period of cover** unless **you** have made a claim.

To cancel this policy please contact **us**.

Email: helpme@bemoto.uk
Tel: 01733 907001

If this cover has been provided in **your motorcycle insurance policy** as standard (as shown in **your Statement of Cover**) this policy cannot be cancelled without cancelling **your main motorcycle insurance policy**. If **you** cancel your underlying **motorcycle insurance policy**, this cover will automatically be cancelled at the same time.

THE INSURER'S RIGHT TO CANCEL

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may 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

Provided the premium has been paid in full, **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Cover Provided

WHAT IS COVERED

If **you** or an **insured person** gets injured in an **accident** that happens within the **geographic limits**, **the insurer** will provide payment for the following:

- If the injury results in death, **loss of a limb**, or **loss of sight** in one or both eyes within one year of the **accident**, and the **accident** is the only cause of the injury, the insurer will pay up to the specified claim limits.
- If the injury leads to **permanent total disablement** (excluding loss of sight or limbs), **the insurer** will pay up to the specified claim limit.
- If **you** need to stay overnight in a hospital for up to 7 consecutive nights due to the **accident**, **the insurer** will cover the specified claim limit.
- **The insurer** also provides coverage for emergency dental treatment that is solely aimed at relieving immediate pain, up to the specified claim limit.

The most **the insurer** will pay in any one period of cover is £15,000. **The insurer** will make the payment to **you** or **your** legal representative.

Section	Indemnity Limit
Death	£15,000
Total loss of sight	£15,000
Loss of sight in one eye	£15,000
Loss of speech	£15,000
Loss of hearing	£15,000
Loss of limb(s)	£15,000
Loss of jaw bone	£15,000
Permanent total disablement	£15,000
Hospital Benefit	£50 per 24 hours up to £350
Emergency dental cover	Up to £250

WHAT IS NOT COVERED (EXCLUSIONS)

This Personal Accident benefit does not apply to:

1. Anyone not wearing a helmet at the time of the **accident**, except when mounting/dismounting or making any emergency roadside repairs to **your motorcycle**.
2. Death or **bodily injury** caused by suicide or attempted suicide.
3. Any death or **bodily injury** caused when riding as a pillion passenger.
4. A disability or **bodily injury** which happened before the **period of cover**.
5. Any **accident** which happens outside the **geographic limits**.
6. Any **accident** that happens when the **insured person** is riding a class of vehicle for which they do not hold a valid licence.
7. Claims where **your motorcycle** is being used for any of the following:
 - The motor trade (other than when a member of the motor trade either repairs or services your motorcycle);
 - Dispatch, courier, food delivery or messenger services;
 - Racing, trials (apart from where your motorcycle is travelling on a road to which the public has access), pacemaking or being in any contest, reliability or speed trial; and
 - Riding on any race track, circuit, or derestricted toll road including the Nürburgring.
8. Any claim resulting from war and/or terrorism as defined by the terrorism Act 2000 and any amending or substituting legislation.
9. 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.

General Conditions

CONDITIONS APPLICABLE TO THE ENTIRE POLICY

1. **Your motorcycle insurance policy** must be up to date and valid for this coverage to apply.
2. In the event that any misrepresentation or concealment is made by **you**, or on **your** behalf, in obtaining this insurance or in support of any claim under this insurance, the policy is voided and no refund of premium will be given.
3. Right of Recovery - **The insurer** can take proceedings in **your** name, but at their expense, to recover for their benefit the amount of any payment made under this policy.
4. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
5. **The insurer** will only give **you** the cover that is described in this policy if **you** have complied with all the terms and conditions of this insurance policy, as far as they apply.
6. Other Insurance - If **you** were covered by any other insurance for the amount payable following the **accident**, which resulted in a valid claim under this policy, **the insurer** will only pay their proportionate share of the claim.
7. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland), Channel Islands or the Isle of Man.
8. **The insurer** has the right to approach any third party in relation to **your** claim.
9. **The insurer** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose them to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where they transact business.

Claims Handling

HOW TO MAKE A CLAIM

Your claim will be handled on **the insurer's** behalf by Davies Group Limited.

- If **you** sustain an injury, please check **your** policy documents before logging **your** claim to ensure the injury is covered.
- To make a Personal Accident claim, please email Davies Group at specialistclaims@davies-group.com
- If **you** don't have internet access, call Davies Group on 0330 123 1279 to inform them about **your** claim.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **the insurer** accepts **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **the insurer** provides.
- Makes a statement to **us**, **the insurer** or anyone acting on their behalf, knowing the statement to be false.
- Sends **us**, **the insurer** or anyone acting on their behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **the insurer** will not pay any benefit under this policy or return any premium to **you**, and they may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **The insurer** may also take legal action against **you** and inform the appropriate authorities.

Complaints

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact **us**.

Email: complaints@bemoto.uk
Tel: 01733 907 001

2. If **your** complaint is about a 'Personal Accident Insurance' claim **you** made, contact Davies Group:

Email: specialistclaims@davies-group.com
Tel: 0330 123 1 279
Post: Niche Claims, PO Box 1392, Preston, PR2 0XE

We/Davies Group will respond to **your** complaint within four weeks of receiving it. This response will be the final decision based on the information provided. If there's a delay in the investigations, the reason will be explained, and **you** will be given an estimated timeframe for reaching a decision.

If, for any reason, **you** are still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

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

Email: complaint.info@financial-ombudsman.org.uk
Tel: 0800 023 4 567 (free for people calling from a landline) or 0300 123 9 123

Following this complaints procedure does not stop **you** from taking legal action

COMPENSATION SCHEME

The Financial Services Compensation Scheme (FSCS) covers this policy. **You** may be entitled to compensation from this scheme if **the insurer** cannot meet their liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4 100.

General Data Protection Regulation

HOW COLLINSON INSURANCE USE THE INFORMATION ABOUT YOU

As a data controller, **the insurer** will collect and process information about **you** so that they can provide **you** with the products and services **you** have requested. **The insurer** also receives personal information from **BeMoto** on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **the insurer** to:

- Meet their contractual obligations to **you**;
- Issue **you** this insurance policy;
- Deal with any claims or requests for assistance that **you** may have;
- Service **your** policy (including claims and policy administration, payments and other transactions); and
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **the insurer's** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply.

Wherever possible, **the insurer** will have strict contractual terms in place to make sure that **your** information remains safe and secure. **The insurer** will not share **your** information with anyone else unless **you** agree to this, or they are required to do this by the regulators (e.g. the Financial Conduct Authority) or other authorities.

PROCESSING YOUR DATA

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **the insurer** has with **you**;
- In the public or **your** vital interest; or
- For **the insurer's** legitimate business interests.

If **the insurer** is not able to rely on the above, they will ask for **your** consent to process **your** data.

HOW COLLINSON INSURANCE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **the insurer** is stored on secure servers which are either in the United Kingdom or European Union. **The insurer** will need to keep and process **your** personal information during the **period of cover** and after this time, so that they can meet their regulatory obligations or to deal with any reasonable requests from the regulators and other authorities. They also have security measures in place in their offices to protect the information that **you** have given them.

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

You have the right to request a copy of the information that **the insurer** holds about **you**. If **you** would like a copy of some or all of **your** personal information please contact them by email or letter as shown below:

Email: data.protection@collinsongroup.com
Post: 3 More London, Riverside, London, SE1 2AQ.

This will normally be provided free of charge, but in some circumstances, **the insurer** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

The insurer wants to make sure that **your** personal information is accurate and up to date. **You** may ask them to correct or remove information **you** think is inaccurate. If **you** wish to make a complaint about the use of **your** personal information, please contact the Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

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
- By email: 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

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

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