

Replacement Bike 28 Days

YOUR DEMANDS AND NEEDS

This product meets the demands and needs of those who require a **Replacement Vehicle** for the **Hire Period** in the event that their **Insured Motorcycle** is involved in an **Insured Incident**.

YOUR INSURANCE

This insurance is arranged by Mackenzie Hodgson, which is a trading name of Atlanta1 Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

If **You** have paid the premium as shown in **Your Motorcycle Insurance Policy**, **We** will agree to insure **You**, subject to the terms and conditions of this **Policy**, during the **Period of Insurance**.

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums and is included in the premium you pay.

Please take time to read the contents of this **Policy** including how to make a claim.

This **Policy** and **Your Motorcycle Insurance Policy** are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy**, please call MacKenzie Hodgson on 0333 3438 738.

Your Policy will end if:

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

ELIGIBILITY

You are eligible to take out Replacement Vehicle Insurance if, on the **Start Date**, **You** agree to pay the premium and:

- **You** have a valid **Motorcycle Insurance Policy**; and
 - **You** are a **UK** resident with a permanent **UK** address.
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WHAT IS COVERED

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 Motorcycle** is involved in an **Insured Incident** arising during the **Period of Insurance** within the **Geographical Limits**.

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**.

You may ask for the **Replacement Vehicle** to be delivered to **You** at any convenient place within the **Geographical Limits**.

If, for whatever reason, it is not possible to provide **You** with a **Replacement Vehicle** **We** will contribute up to £10 per day towards transportation costs, up to a maximum of £280 per individual claim.

A maximum of 2 claims can be made during the **Period of Insurance**.

WHAT WE WILL NOT COVER

This **Policy** will not cover:

- 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**;
- Any provision of a **Replacement Vehicle** where a **Replacement Vehicle** is available under another insurance or other means; Any **Vehicle Hire Costs** incurred before our acceptance of a claim or not arranged through **Us**;
- Any **Vehicle Hire Costs** where the **Insured Incident** has not been reported under **Your** own **Motorcycle Insurance Policy**;
- Any **Vehicle Hire Costs** as a result of theft which has not been reported to the police and a crime reference number obtained;
- The supply of a **Replacement Vehicle** where the loss of the **Insured Motorcycle** arises out of any act of vandalism or any deliberate or criminal act or omission by **You**;
- The supply of a **Replacement Vehicle** if **You** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader, unless the **Replacement Vehicle** is for **Your** personal use only;
- The supply of a **Replacement Vehicle** where the **Insured Motorcycle** is used for racing, rallies or competitions;
- 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;
- Any costs of fuel, fares, fines or fees relating to the **Replacement Vehicle** whilst in **Your** possession;
- Any additional hire charges due after the **Hire Period**;
- Any **Vehicle Hire Costs** after **Your Insured Motorcycle** is repaired, replaced, settlement received for the value of the **Insured Motorcycle** or where the **Insured Motorcycle** 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.

Electronic Data

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

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.

GENERAL CONDITIONS

False/Fraudulent Claims

If **You** or anyone acting on **Your** behalf makes a claim under this insurance and know the claim is false or fraudulent in any way, the cover is void, 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**.

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.

Data Protection

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Rights and Responsibilities

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

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

You must give **Us** or the **Administrator** all the information **We** or they ask for about the claim. 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 asked when **You** purchased the **Policy** and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your Policy** during the **Period of Insurance**, or if **You** make a claim under this **Policy**. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers 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 the 'General Conditions' section for more information.

Change of circumstances

You must immediately advise Mackenzie Hodgson on 0333 3438 738 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.

Transferring Your Interest in the Policy

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

HOW TO MAKE A CLAIM

We hope **You** won't suffer any misfortune that would result in **You** making a claim, but if **Your Insured Motorcycle** is involved in an **Insured Incident** please:

1. Read **Your** policy wording to check the cause of the claim is covered;
2. Contact the claims line on 0800 0649806 as soon as possible, lines are open 24 hours a day throughout the year;
3. In the event of theft **You** will be required to provide **Your** crime reference number to the **Hire Firm**;
4. 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**;
5. **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 Motorcycle** is repaired, replaced, settlement received for the value of **Insured Motorcycle**, or where the **Insured Motorcycle** is recovered in the event of theft.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

CANCELLATION

1. Cancellation of Your Replacement Vehicle Bike Policy within 14 days of the Start Date of the Policy.

You have 14 days from the purchase date of this Replacement Vehicle Bike Policy or the date **You** receive **Your** Replacement Vehicle Bike Policy documents (whichever is the later) to cancel the cover and receive a full refund of premium subject to no claims being made. **You** can cancel by telephoning Mackenzie Hodgson on 0333 3438 738. If there have been any claims, no refund will be given and the premium must be paid in full.

2. Cancellation of Your Replacement Vehicle Bike Policy after the 14 day period.

Cancellation by You

If **You** want to cancel **Your** Replacement Vehicle Bike Policy after the 14 days, **You** may do so by telephoning 0333 3438 738.

The premium will be charged in full where the **Policy** is cancelled after the 14 day period.

Cancellation by Us

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance 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:

- Non-payment of premium;
- Fraud;
- Threatening and abusive behaviour;
- Non-compliance with **Policy** terms and conditions.

No refund of premium will be made.

This **Policy** runs concurrently with **Your Motorcycle Insurance Policy**. If **Your Motorcycle Insurance Policy** is cancelled for any reason, this **Policy** will also be cancelled with effect from the same date and time. Where this happens, the premium will be charged in full.

Cancellation by Mackenzie Hodgson

Mackenzie Hodgson have the right to cancel **Your Policy** by giving **You** 7 days' notice of cancellation. Examples of when Mackenzie Hodgson might do this include: **You** not paying a premium installment when due or threatening or abusive behaviour. Where this happens, the premium will be charged in full.

HOW TO MAKE A COMPLAINT

It is the intention to give **You** the best possible service however if **You** have a complaint about the way in which **Your Policy** was sold to **You**, it should be addressed to: Mackenzie Hodgson, Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA4 1NU, or telephone 0333 343 8748 (all calls are recorded).

If **You** have a complaint about **Your Policy** or the handling of a claim **You** should, in the first instance, contact: Specialist Claims, PO Box 1192, Doncaster DN1 9PU, email: specialist@directgroup.co.uk or telephone 0800 064 9806 All calls are recorded for training, compliance, claims and counter fraud purposes. 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, free of charge, but you must do so within 6 months of receiving the final response. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: from a landline: 0800 023 4567, from a mobile: 0300 123 9 123.

Please note that if **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Your statutory rights are not affected if **You** do not follow the complaints procedure above. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk

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

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

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

This **Policy** only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

Hire Firm

The provider of **Your Replacement Vehicle** as arranged by **Us**.

Hire Period

The period from the date a **Replacement Vehicle** is delivered to **You** until the earliest of the following:

- where the **Insured Motorcycle** is **Undriveable** but remains economically repairable, the date when the **Insured Motorcycle** is made driveable; or
- where the **Insured Motorcycle** is deemed a total loss (a write off), the date when **You** receive a settlement in respect of the value of the **Insured Motorcycle**; or
- where the **Insured Motorcycle** is stolen, the date it is recovered; or
- the end of the twenty-eighth day of hire.

Insured Motorcycle

The motorcycle listed in and insured under the **Motorcycle Insurance Policy**.

Insured Incident

- A road traffic accident, damage by fire, vandalism or attempted theft within the **Geographical Limits** that renders the **Insured Motorcycle** a total loss or **Undriveable**, as determined or accepted by the **Insurer**, the **Third Party** insurer or by a garage who is a member of the National Body Repair Association (NBRA) or another similar recognised body; or
- Theft of the **Insured Motorcycle** within the **Geographical Limits** where the **Insured Motorcycle** is not recovered.

Insured Person

You and any other person riding the **Insured Motorcycle** 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**.

Motorcycle Insurance Policy

The Entire motorcycle insurance policy that has been issued to **You** for the **Insured Motorcycle**.

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**, as detailed on the certificate of motorcycle insurance.

Policy

The documents consisting of **Your replacement vehicle** policy wording and **Your replacement vehicle policy schedule**

Replacement Vehicle

A replacement motorcycle selected by **Us** and having the equivalent engine capacity to the **Insured Motorcycle**.

Start Date

The date shown on **Your** certificate of motorcycle insurance or the date of purchase as shown in **Your** confirmation letter if **You** have taken this **Policy** out afterwards.

Third Party

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

Undriveable

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

United Kingdom

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

Vehicle Hire Cost

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

We/us/our/insurer

UK General Insurance Ltd on behalf of Great Lakes Insurance SE. We are the insurer for **Your Policy**.

You/your

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