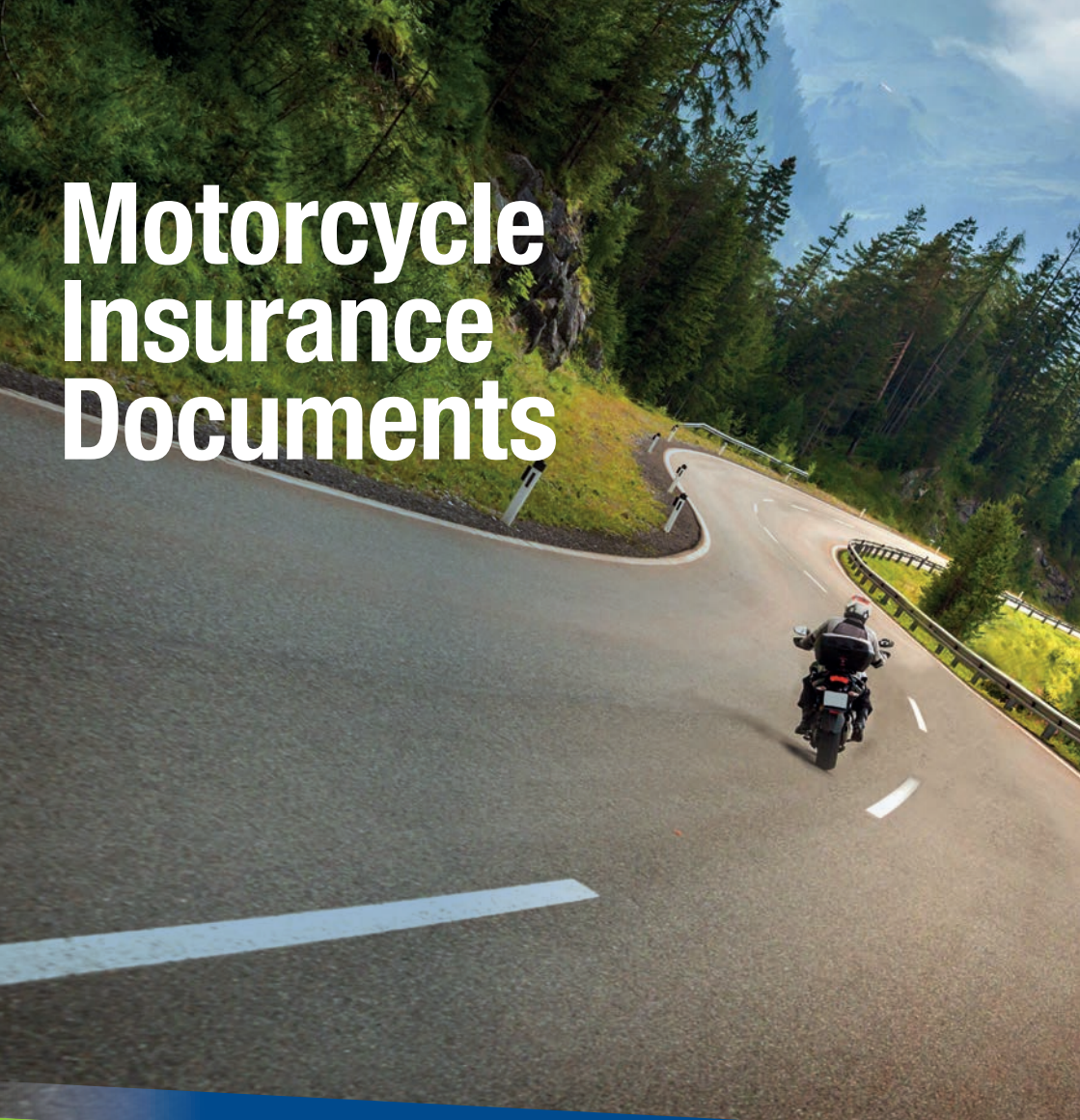


Motorcycle Insurance Documents



CAROLE NASH
The care it deserves

Useful numbers and information

Customer Services

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

Email: bikes@carolenash.com

Making A Claim

Should you be in the unfortunate position of having to make a claim, simply call our 24/7 specialist claims service on 0800 298 5533.

More information can be found on page 8.

Breakdown Assistance

Should you need to use breakdown assistance under the terms of this policy, simply call the number below:

In the UK: 0330 013 2065

In Ireland: 1 800 535 005

Rest of Europe: +33 472 43 52 55

More information can be found on page 18.

Legal Expenses

Should you require help to recover costs such as loss of earnings, a policy excess, hire of another vehicle or compensation for any injury you suffer as a result of an accident which was not your fault. This cover is included as part of your policy.

24hr Legal Helpline Tel. No. 03308 805 464

More information can be found on page 10.

Foreign Use

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your motorcycle overseas for longer than is stated in your Policy Schedule, please call us on

0800 298 5511.

More information can be found on page 6.

Important information

Changes In Your Circumstances

You must tell Carole Nash Insurance immediately about any changes to the information set out in the Statement of Fact, Certificate of Motor Insurance or on your Policy Schedule.

More information can be found on page 9.

Data protection

Please check your insurers' privacy notice on the Statement of Fact for more information on how they use your information.

Welcome

Thank you for arranging your motorcycle insurance through Carole Nash, we hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wording and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

E-mail: bikes@carolenash.com

Contents

Contract of motorcycle insurance	2
Motorcycle insurance policy wording	3
Definitions	3
Section 1 Liability To Others	4
Section 2 Cover For Fire & Theft	5
Section 3 Damage To Your Motorcycle	5
Section 4 Foreign Use	6
General Exceptions	7
Policy Conditions	8
Cancellation	9
Legal expenses policy	10
Definitions	10
Section 1 Uninsured Loss Recovery	12
Section 2 Motor Prosecution Defence	13
Section 3 Motor Contract Cover	14
Section 4 Vehicle Cloning Disputes	15
Section 5 Motor Insurance Database Disputes	15
Section 6 General Services and Helplines	15
UK & European breakdown recovery policy	18
Complaints procedure	29

Contract of motorcycle insurance

Details of your Insurer can be located in your Policy Schedule.

Contract Of Insurance

We will provide insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium and within the territorial limits. Please take time to read through your documents which contain important information about the details you have given.

The law of England and Wales will apply to this contract unless:

- you and the Insurer agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Thanks again for choosing Carole Nash.

The Carole Nash Team

Motorcycle insurance policy wording

Definitions

The following words or phrases have the meanings given below whenever they appear in the main Motorcycle Insurance policy wording. These will be shown in bold.

Accessories

Additional or supplementary parts of **your motorcycle** not directly related to its function as a **motorcycle**. This definition includes top boxes, tank bags and other luggage carriers while fitted to **your motorcycle** but does not include telephone, audio, navigation equipment, helmets or clothing.

Agreed Value (If Eligible)

This is the amount shown in the **Policy Schedule**, which represents the **value of your motorcycle**. This is the most **we** will pay **you** if **your motorcycle** is lost, totally destroyed or where the cost of repairs is greater than the **agreed value**.

Note: **Agreed value** can be considered only if **you** have submitted all necessary photographs (and valuation if required) and these have been received and accepted by Carole Nash Insurance Consultants Ltd. If this documentation has not been received and **your motorcycle** is lost, totally destroyed or damaged, the most **we** will pay will be **market value**.

Certificate Of Motor Insurance

Evidence that **you** have the motor insurance required by law. It shows who may ride **your motorcycle** and what it may be used for.

Conditions

These describe **your** responsibilities and the procedures that **you** must follow. Failure to meet with **policy conditions** could mean that **you** do not have the full protection of **your policy** and that **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

Endorsement

A change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the **Policy Schedule**.

Excess

The amount **you** must pay towards any claim.

Insurer/We/Our/Us

The **insurer** described on the **Policy Schedule**.

Market Value

The cost of replacing **your motorcycle** with one of the same make, model, specification, mileage and age, and which is in the same condition **your motorcycle** was in immediately before the loss or damage **you** are claiming for.

Motorcycle

Any mechanically propelled **vehicle** with or without a sidecar that has less than four wheels as specified on the **Policy Schedule** or described in the current **Certificate of Motor Insurance**.

Period Of Insurance

The period of time covered by this insurance (as shown on the **Certificate of Motor Insurance** and **your Policy Schedule**).

Policy

The contract between **us** and **you** which is made up of the current **Policy Schedule**, **Certificate of Motor Insurance**, **Statement of fact** and this booklet.

Policy Schedule

This provides details of **you**, **your motorcycle** and the insurance protection provided to **you**.

Statement Of Fact

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the insurance was arranged and on which **we** have relied in providing this insurance.

Race Track

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

You/Your/Policyholder

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

Your cover

Your current **Policy Schedule** shows the cover applicable to **your motorcycle(s)**

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Third Party Only	Accidental Damage Fire & Theft	Page
Section 1	Liability to Others	✓	✓	✓	x	4
Section 2	Cover for Fire & Theft	✓	✓	x	✓	5
Section 3	Damage to your motorcycle	✓	x	x	✓	5
Section 4	Foreign Use	✓	✓	✓	x	6
Legal Expenses Policy	Legal expenses cover, in the event of an accident that is not your fault	✓	✓	✓	x	10
UK & EU Breakdown Recovery	UK & European breakdown recovery, including At Home	✓	✓	✓	x	18

Section 1 Liability to others

What Is Covered

Riding Your Motorcycle

We will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damage to another person's property up to a maximum amount of £20,000,000 and claimants costs and expenses and any other costs and expenses up to £5,000,000 as a result of any accident **you** have while **you** are riding, using or in charge of **your motorcycle**, during the **period of insurance**.

Riding Other Motorcycles

We will also provide the cover shown above (if this is specified in **your Certificate of Motor Insurance**) for **you** to ride any **motorcycle** that **you** do not own and have not hired under a hire purchase or leasing agreement, as long as **you** have the owner's permission to ride it.

You are not insured against the following:

- any loss or damage to the **motorcycle you** are riding;
- any event which occurs outside of the **territorial limits**;
- any event which occurs when the insurance is not in the name of an individual person;
- any liability if **you** are not riding the **motorcycle**;
- securing the release of a **motorcycle** which has been seized or confiscated by, or on behalf of, any government or public authority;

- any liability unless the owner or keeper of the motorcycle **you** are riding has arranged his/her own insurance separate to this **policy**.

Other People Riding Or Using Your Motorcycle

The following people are also insured:

- any person **you** allow to ride or use **your motorcycle**, as long as this is allowed by **your** current **Certificate of Motor Insurance** and has not been excluded by an **endorsement**, exception or condition;
- any person who causes an accident while travelling on or getting on or off **your motorcycle**.

Business Use

If **your Certificate of Motor Insurance** allows business use, **we** will insure **your** employer or business partner against the events shown under 'Riding **your Motorcycle**' while **you** are working for that employer or partner, but not while using a **vehicle** provided by the employer or partner unless that **vehicle** is shown in the **Policy Schedule**.

Legal Personal Representatives

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Legal Costs

If **we** agree in writing, **we** will pay for the following legal fees if they arise from a claim caused by an accident that is covered under this insurance:

- the solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- the costs of legal services **we** arrange for defending an **insured person** against manslaughter or causing death by dangerous driving.

Emergency Medical Treatment

We will pay for emergency medical treatment after an accident involving any **motorcycle** which this insurance covers.

The Road Traffic Act says **we** must provide this cover. If this is the only payment **we** make, it will not affect **your** no claim bonus.

By law the person using **your motorcycle** must pay the cost of emergency treatment. They should pass the bill for emergency treatment to **us** straight away along with a fully completed accident report form.

What Is Not Covered

These exceptions apply to the whole of Section 1 - Liability to others:

- death of, or bodily injury to any person arising out of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws;
- loss of, or damage to, any property belonging to (or in the care of) any person claiming under this Section of the insurance;
- anyone covered by any other insurance;
- loss of or damage to any **motorcycle** or trailer covered under this insurance.

Section 2 Cover for fire & theft

What Is Covered

If **your motorcycle** or its **accessories** are lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) in the event of a total loss **you** may be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **insurer**.

What Is Not Covered

- the amount of the **excess** shown in the **Policy Schedule**;
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages;
- loss of use;
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this Section;
- loss or damage caused by deception;
- theft as a result of keys remaining in or on **your motorcycle** whilst it is unattended;
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle** at the time of the loss;
- loss of or damage to **accessories** unless **your motorcycle** is damaged or stolen at the same time;
- theft or unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**;
- loss of or damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**;
- loss of or damage to trailers;
- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body;
- loss of or damage from taking **your motorcycle** and returning to its legal owner.

Section 3 Damage to your motorcycle

What Is Covered

If **your motorcycle** or its **accessories** are accidentally or maliciously damaged or vandalised during the **period of insurance**, **we** will choose to either repair or replace **your motorcycle** or the **accessory**, or **we** will give the legal owner a cash payment up to or the same as the **market value** or **agreed value** of **your motorcycle** or the **accessory** at the time it was damaged.

Suitable parts or **accessories** may be used which are not supplied by the original manufacturer.

If **your motorcycle** is insured on an **agreed value** basis (as stated in the **Policy Schedule**) in the event of a total loss **you** may be given the option to purchase any remaining salvage at the amount **your motorcycle** will attract on the open market in its damaged condition.

If **your motorcycle** is insured on a **market value** basis in the event of a total loss the salvage/**motorcycle** will become the property of the **insurer**.

What Is Not Covered

- the amount of the **excess** shown in the **Policy Schedule**;
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages;
- damage to tyres by braking, punctures, cuts or bursts.
- loss of use;
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this Section;
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle**, at the time of the loss;
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, animals, insects, mildew or fungus;
- damage caused by frost, smog or any gradual process;
- loss or damage resulting from unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**;
- damage **you** or anybody insured under this **policy** has done deliberately;
- loss of or damage to **accessories** unless **your motorcycle** is damaged at the same time;
- damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**;
- loss of or damage to trailers;
- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body;
- loss or damage from taking **your motorcycle** and returning to its legal owner.

New Motorcycle Replacement

If **your motorcycle** is stolen and not recovered or is damaged, and the cost involved in the repair will be more than 70% of the manufacturer's UK list price (including vehicle tax and VAT) at the time of the loss or damage, **we** will replace **your motorcycle** and its fitted **accessories** with a new **motorcycle** of the same make, model and specification.

We will only do this if **your motorcycle** is less than six months old from the date of first registration as new in **your** name and a replacement **motorcycle** is available in the UK. **We** will only replace **your motorcycle** if **you** and anyone else who has a financial interest in **your motorcycle** agrees. The **motorcycle** being replaced will become **our** property. If a replacement **motorcycle** of the same make, model and specification is not available **we** will, where possible, provide a similar **motorcycle** of identical list price. If **you** wish to have the claim settled on a cash basis the most **we** will pay is the

market value of **your motorcycle** and its fitted **accessories** at the time of the loss or damage. **We** are not liable for the consequences of any delay in getting the replacement **motorcycle**. **Motorcycle's** sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

Uninsured Driver Cover

If **you** are involved in an accident caused by an identified driver who is uninsured, **we** will refund the amount of **excess** **you** have had to pay and **we** will restore **your** no claim discount.

This cover only applies if **we** can establish that the accident was not **your** fault in any way and **you** provide **us** with:

- the vehicle registration number and the make/model of the uninsured vehicle; and
- the uninsured vehicle's driver's name and address.

It will also help **us** to confirm who is at fault if **you** can get the name and address of any independent witnesses.

Section 4 Foreign use

European Union (EU) Compulsory Cover

We provide the minimum cover required by law to allow **you** to use **your motorcycle** in any of the following countries:

- any country, which is a member of the European Union;
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.

European Union (EU) compulsory cover does not apply when **you** are riding any **motorcycle** that **you** do not own or have hired under a hire purchase or leasing agreement.

In addition **we** will also provide the cover shown in **your Policy Schedule** while **you** are using **your motorcycle** within the areas listed above.

While **you** are visiting these countries, **your** insurance will be extended to cover the following:

- **your motorcycle** being moved (including loading and unloading) by sea, rail or air between the countries where **you** have cover.

In the event of any incident which results in a claim under Section 2 - Cover for fire and theft, or Section 3 - Damage to **your motorcycle**:

- the cost of delivering **your motorcycle** to **you** or to **your** home within the **territorial limits** after necessary repairs have been finished; or
- foreign customs duty **you** must pay because

damage to **your motorcycle** prevents its return to the United Kingdom;

- general Average and Salvage charges if **you** are liable.

We will only provide this cover if **your** permanent home is in the United Kingdom.

Important: The length of time that **we** will give cover for under this section in any one **period of insurance** may be limited. The number of days that **we** will provide this cover for will be specified in the endorsements shown in **your Policy Schedule**.

If **you** want to travel to a country that is not shown on the back of **your Certificate of Motor Insurance**, or if **you** wish to go for longer than the number of days shown in **your endorsement**, please contact **our** Customer Services team on 0800 298 5511.

General exceptions

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any **motorcycle** covered by this insurance is:
 - being used for a purpose which the **motorcycle** is not insured for;
 - in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to ride;
 - in the charge of anyone who is excluded from riding by an **endorsement**;
 - being ridden by or in the charge of anyone who does not have a driving licence and or a valid Compulsory Basic Training certificate if required;
 - being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
 - being ridden by or in the charge of anyone who does not meet the terms and conditions of their driving licence;
 - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
 - being used to carry passengers or goods in a way likely to affect the safe driving or control of the **motorcycle**;
 - being used on a **race track** or off road activity of any description or de-restricted toll roads such as the Nurburgring.
- anyone who does not meet all the terms and **conditions** of this insurance;
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway;
- any loss, damage, injury or liability directly or indirectly caused by:
 - war, invasion, any act of **terrorism**, act of foreign

enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);

- incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the **territorial limits** (apart from where cover is provided under European Union (EU) compulsory cover in Section 4 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover);
 - any proceedings brought against **you** outside the **territorial limits**, unless they result from using **your motorcycle** in a country which **we** have agreed to extend this insurance to cover;
 - any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden;
- identifiable;
- unintended; or
- unexpected.

The pollution caused by one incident will be considered to have occurred at the time the incident took place. This exception does not apply if any compulsory motor insurance law says **we** must provide this cover:

- any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to ride **your motorcycle** is:
 - found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred;
 - Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
 - fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Policy conditions

You must comply with the following **conditions** to have the full protection of **your policy**. If **you** do not

comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. No Claims Bonus

If **you** or anyone else does not make a claim under this insurance, **we** will discount **your** renewal premium in line with the scale of no claim bonus which applies at the time. If **you** would like more information on the no claim bonus scale which applies or how **your** no claim bonus may be affected following a claim, **you** should contact Carole Nash Insurance Consultants Ltd.

2. How To Make A Claim

Contact Carole Nash Insurance Consultants Ltd with full details immediately after any damage or accident which might result in a claim under this **policy**. **You** or any other person claiming under this **policy** must send any claim form, summons or other correspondence to Carole Nash immediately. Simply call our 24/7 specialist claims service on 0800 298 5533.

If **you** are making a claim following the theft or attempted theft of, or malicious damage to **your motorcycle**, **you** must give immediate notification of the incident to the Police.

3. Defending Or Settling The Claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**. **We** can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

We can also take legal action in **your** name or the name of any other person covered by this **policy**, to recover any payment **we** have made under this **policy**. **You** must give **us** all the information and help **we** need to deal with the claim.

4. Total Loss Claim

In the event of a total loss, if the **motorcycle** is the subject of a hire purchase or leasing agreement **we** will make the payment for the total loss of **your motorcycle** directly to the owner described in the agreement. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** any remaining balance of the **agreed** settlement. If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the rest of the agreed balance.

Any payment **we** make for total loss will be after **we** have taken off any **policy excess**.

5. Other Insurance

If **you** were covered by any other insurance for an

incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

6. Reasonable Precautions

You must take all reasonable steps to keep **your motorcycle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking **your motorcycle** without **your** permission. The **motorcycle** must be kept or used with a valid Department of Transport test (M.O.T.) certificate, if one is needed.

You must also keep to all legal regulations relating to **your motorcycle** and its ownership. **You** must allow **us** to examine **your motorcycle** whenever **we** ask.

7. Keeping To The Terms Of This Policy

We will only give **you** the cover that is described in this **policy** if any person claiming has met with all its terms, **conditions** and **endorsements**, as far as they apply.

8. Failure To Pay A Premium Instalment

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation. If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided plus a cancellation fee will be made. Please refer to the Carole Nash Terms of Business for details.

9. Cooling Off Period

You have the right to cancel **your policy** for a period of 14 days, either from the day of purchase/renewal of the contract or from the day **you** receive **your policy** documentation, whichever is the later. If **you** exercise this right **you** will be charged for the number of days cover that has been provided plus a cancellation fee. Please refer to the Carole Nash Terms of Business for details.

There will be no refund if a total loss has occurred. **You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us**, **your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us**, **your insurer** or finance provider.

If **you** cancel within the 14 day cooling off period, **you** will receive a full refund of **your** Legal Expenses and **Breakdown** cover.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

10. Cancellation By You

Your insurance **policy** has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance other than in accordance with **policy** Condition 9 'Cooling Off Period' and there has been no claim(s), **you** will be charged for the number of days cover that has been provided plus a cancellation fee, details of which can be found in the Carole Nash Terms of Business.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us, your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us, your insurer** or finance provider.

Your insurance premium will include a payment for **your** Legal Expenses and **Breakdown** cover which Carole Nash have included as part of the Carole Nash product. If **you** cancel your insurance, **your** Legal Expenses and **Breakdown** will be also be cancelled. **You** will be charged for the number of days cover that has been provided.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants Ltd by phone or by post. If a claim has occurred there will be no refund.

Please note **you** may only cancel the Legal Expenses and Breakdown cover if **you** cancel **your** motorcycle cover as cover is included as part of the Carole Nash product.

11. Our Right To Cancel

In the unlikely event that **your** existing **insurer** or Carole Nash Insurance Consultants Ltd need to cancel **your policy**, **you** will be given seven days notice in writing. This will be sent to **your** last known address. Valid reasons for cancelling include but are not limited to:

- if **you** do not pay a premium when it is due - where **we** have been unable to collect a premium payment, or **you** default on payment if **you** are paying by instalments directly to us, to **your insurer** or a finance provider, **we** will contact **you** in writing requesting payment by a specific date. If payment isn't received by that date, we'll issue **you** with a 7 days' notice to **your** last known address or email and subsequently cancel your policy. (**We** will use reasonable endeavours to collect the outstanding amounts before **we** cancel **your** policy);
- where **we** reasonably suspect fraud or misrepresentation;
- if **you** do not provide **us** with information or

- documentation **we** reasonably require;
- where **you** have not taken reasonable care to provide complete and accurate answers;
- where **you** or anyone else covered by the insurance has not met the **policy** terms and **conditions**;
- where a change in **your** circumstances means **we** can no longer provide cover for **your motorcycle**.

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium.

Where **you** have paid for **your** premiums using a loan and **you** are paying **your** instalments for that loan to **us, your insurer** or another finance provider, the amount that **we** or **your insurer** may deduct from any claim payment made is the amount of the remaining instalments as notified to **us, your insurer** or finance provider.

Where **we** find evidence of fraud or deliberate misrepresentation **we** may void the **policy** back to the date when **you** first provided **us** with this information or the start of the **policy**. Where fraud is identified **we** will:

- not return any premium paid by **you**;
- recover from **you** any costs we've incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information;
- Other insurers may also access this information.

Please bear in mind that it is an offence under the Road Traffic Act to ride, or permit a motor **vehicle** to be on a public highway or other public place, if **you** have not met the minimum insurance requirement.

12. Avoiding Certain Terms And Right Of Recovery

We may have to pay a claim because the law of a country where this **policy** operates in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

13. Changes In Your Circumstances

You must tell Carole Nash Insurance Consultants Ltd immediately about any changes to the information set out in the **Statement of Fact, Certificate of Motor Insurance** or on **your Policy Schedule**. **You** must also tell Carole Nash Insurance immediately if any of the following happens:

- **you** or any rider receive any motoring convictions or fixed penalty endorsements (pending or not) or any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for or not on any motor **vehicle** **policy**;
- **you** or any other rider has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main rider of **your motorcycle** changes;
- the registered keeper of **your motorcycle** changes;
- **you** change **your motorcycle** for another one;

- any modification to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- the condition of **your motorcycle** changes (if **your motorcycle** is covered on an **agreed value** basis);
- **you** change the place where **you** usually keep **your motorcycle**;
- any rider develops a health condition which may affect their riding;
- the mileometer on **your motorcycle** fails (applicable only if **you** have submitted an annual mileage declaration);
- **you** change **your** occupation;
- **you** change **your** address.

This is not a full list. If **you** are not sure whether to report any change, please speak to Carole Nash Insurance Consultants Ltd. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in the Carole Nash Terms of Business document.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim; or
- **we** may not pay any claim in full; or
- **we** may revise the premium and/or change the compulsory **excess**; or
- the extent of the cover may be affected.

14. Fraudulent Claims

If **you** or anyone representing **you** makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information;
- other insurers may also access this information.

Motor Legal Expenses policy

The Motor Legal Expenses **Policy** provides five independent sections of cover plus additional general services and helplines:

Section 1 – Uninsured Loss Recovery.

Section 2 – Motor Prosecution Defence.

Section 3 – Motor Contract Cover.

Section 4 – Vehicle Cloning Disputes

Section 5 – Motor Insurance Database Disputes.

Section 6 – General Services and Helplines.

This **policy** is underwritten by Financial and Legal Insurance Company Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 202915). Its registered office is No1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW.

The **administrator** of this **policy** is 4th Dimension Innovation Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 516498). Its registered office is Unit 5, Alpha Way, Thorpe Business Park, Egham, TW20 8RZ.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Expenses Policy:

Administrator

4th Dimension Innovation Limited, Unit 5 Alpha Way, Thorpe Business Park, Egham, TW20 8RZ.

Alternative Hire Vehicle

A vehicle provided to the **insured** under a credit hire agreement.

Claim

A civil **claim** for damages for any **uninsured loss** arising out of an **insured** event.

Conditional Fee Agreement / Damages Based Agreement

An agreement between **you** and the **solicitor** which sets out the terms under which the **solicitor** will charge **you** for their own fees.

Court

A **court** or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **litigation** is proceeding.

Insured

The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured Event - A road traffic accident arising from the negligence of a **third party**.

Insured Liability

Your legal obligation to pay **third party** costs, **own representative's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of indemnity**.

Insured Vehicle

The vehicle specified in the underlying **policy** of motor insurance taken out by the **insured**, including any sidecar or trailer properly constructed to be towed by

the vehicle and attached to it by normal means.

Legal Costs and Expenses

Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of Indemnity

The maximum sum that the **underwriter** will pay in total in respect of **your insured** liability in relation to the **litigation** arising from an **insured** event, subject always to the maximum amount of £100,000.

Litigation

All work reasonably undertaken by the **solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Motor Vehicle Insurance Policy

The vehicle insurance **policy** issued to the **insured** in compliance with the Road Traffic Act.

Order

An **order** made by the **court** in connection with the **litigation**.

Own Disbursements

Your liability for the following, reasonably and proportionally incurred, expenses for: medical records, DVLA search fees, police accident report, experts reports, **court** fees, witness expenses and such other fees required for the proper advancement of the **litigation** as **we** agree.

Own Representative's Costs

The reasonable and proportionate but irrecoverable costs incurred by the **solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Period of Insurance

The period during which the **motor vehicle insurance policy** is in force.

Policy

The documentation detailing the endorsements, terms and conditions of **your** contract of insurance together with the certificate of motor insurance and **policy** schedule.

Prospects of Success

The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs **your own representative's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor

The appropriately qualified lawyer or legal representative appointed by **us** to act on behalf of

you, or, and subject to **our** agreement, and only where **court** proceedings have been issued or a conflict of interest arises, another legal representative nominated by you.

Special Territorial Limits

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

Territorial Limits

Countries in the European Economic Area (the European Union plus Iceland, Liechtenstein and Norway and to include the United Kingdom in the event that the United Kingdom leaves the European Union) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia and Herzegovina, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Third Party

The other person and/or party responsible for the **insured** event, excluding you.

Third Party Costs

Third party legal fees, disbursements and expenses which **you** are **ordered** to pay by a **court** or which, with **our** approval, you:

- a. agree to pay; or
- b. become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- c. become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of your Solicitor and agreed by us; or
- d. become liable to pay by discontinuing the litigation under Part 38 of the Civil Procedure Rules.

Underwriter

Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, the **underwriter** who underwrites Section 1, Section 3, Section 5, Section 6 and Section 7 of this motor legal expenses policy.

Uninsured Loss

Any loss sustained by **you** arising out of an **insured** event where such loss is recoverable from the insurers of the **third party**.

We, Us, Our

The **administrator** of the facility.

You/Your

The **insured** and any authorised driver of or passenger carried in or on the **insured** vehicle, or their legal representatives in the event of death.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Section 1 Uninsured Loss Recovery

What Is Covered

- The **Underwriter** will indemnify **you** against **your insured** liability for any **claim** against a **third party** arising from or out of:
 - uninsured loss – Any financial losses you suffer as a result of an insured event and which you are not insured for under any other policy of insurance
 - personal injury – your death or personal injury suffered as a result of an insured event.
- The **underwriter** will indemnify **you** against **your insured** liability in relation to the above, provided that:
 - the insured event taking place within the territorial limits and within the period of insurance;
 - the litigation having prospects of success;
 - you have paid the insurance premium;
 - unless there is a conflict of interest, you always agree to use the appointed solicitor chosen by us in any claim
 - to be heard by the small **claims court**, and/or
 - before proceedings need to be issued
 - the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau;
 - the maximum sum we pay not exceeding the limit of indemnity; and
 - the terms and conditions of this policy.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 'What is not covered' of the General Terms and Conditions.

- Any **third party** costs, **own representative's costs** and **own disbursements** incurred prior to **our** confirmation of indemnity being granted to **you** under this policy.
- Any appeal against any **order** made in the **litigation**.
- **Own representative's costs** to the extent that the hourly rate of a **solicitor** chosen by **you** exceeds the rates set out in **our** Non-panel **Solicitor** Terms and Conditions.
- Any **claim** where the **third party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- Any **claim** or counter **claims** made against **you** by the **third party**.
- Any legal proceedings dealt with by a **court** or other body, outside the United Kingdom and/or to which **we** have not agreed.

General conditions

Conduct of the litigation

- **We** can attempt to settle **your claim** arising from the **insured** event prior to the appointment of a **solicitor** or the start of **litigation**.
- **We** can take over conduct of the **litigation** at any time in **your** name.
- **We** can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this policy.
- **We** may at **our** discretion discharge all liabilities to **you** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **limit of indemnity**.
- Where proceedings are to be commenced in respect of an **insured** event occurring within the **territorial limits** and outside of the United Kingdom, the **solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Your obligations

- The **litigation** must be conducted in a manner such that **your insured** liability is reasonable and proportionate to **your claim**.
- **You** must co-operate with **us** at all times and forward any communications received in connection with an **insured** event to **us** without delay and supply **us** with any information **we** require.
- **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **litigation**.
- **You** must advise **us** immediately of any offers of payments to settle the **litigation**.
- **You** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.
- **You** must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured** liability.
- **You** must adhere to the terms and conditions of this **policy** at all times. If **you** make any **claim** under this **policy** which is fraudulent or false or where there is collusion between **you** and the **third party** or any witness this **policy** shall be declared void and shall no longer apply.
- **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this **policy** shall be declared void and shall no longer apply.

Representation

- **We** have the right to make investigations into the case.

- Where appropriate **we** will pass the **claim** to a **solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured** event on **your** behalf.
- The legal representative will be a **solicitor** chosen by **us**. In the event where **court** proceedings have been issued or a conflict of interest arises, **you** may appoint a legal representative nominated by you. If **you** wish to appoint **your** own **solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel **Solicitor** Terms and Conditions and they will be under a duty to minimise the costs of any **litigation**.
- Once **your** chosen **solicitor** has signed **our** Non-panel **Solicitor** Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this **policy** and **our** Non-panel **Solicitor** Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Terms applicable to own representative's costs and own disbursements

- **We** shall only be liable to pay **own representative's costs** and **own disbursements** after the conclusion of the **litigation**.
- **We** shall only be liable to pay **own representative's costs** and **own disbursements** to the extent that **you** do not recover **own representative's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **order** as to **own representative's costs** and **own disbursements**.
- Any **insured** liability for **own representative's costs** and **own disbursements** is subject to the following conditions:
 - it is necessary to incur **own representative's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
 - where **own representative's costs** and **own disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **your** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own representative's costs** and **own disbursements** if

we pay them and they are subsequently recovered by **you** from the **third party**;

- **we** shall not be liable to indemnify **you** for VAT on any **insured liability** if and to the extent that the VAT can be recovered;
- **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **litigation** on terms which preclude **your** recovery of **own representative's costs** and **own disbursements**; and
- in the event of **you** appointing **your** own **solicitor** **we** will only be liable to pay **own representative's costs** at the rate set out in our Non-panel **Solicitor** Terms and Conditions. If the chosen **solicitor** charges an hourly rate in excess of the rate set out in **our** Non-Panel **Solicitor** Terms and Conditions **you** will be solely responsible for the shortfall.

Dual insurance

- If **you** have another **policy** of legal expenses insurance that provides cover for **your claim** and **litigation**, **we** will only cover **our** proportionate share of the **claim** and **litigation** assuming that the other **policy** of legal expenses insurance had paid out in full.

Disputes

- If **we** do not initially think there is a reasonable prospect of success, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the prospects of success.
- Any dispute between **you** and **us** in relation to **your claim** and/or **litigation**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

Section 2 Motor prosecution defence

What Is Covered

- **We** will pay up to the **limit of indemnity** in defending the legal rights of the **insured** including an appeal against conviction or sentence after an event where the **insured** receives a summons, a requisition for prosecution, or is charged and required to go to **court** which arises as a result of the **insured** using the **insured** vehicle where:

- the insured is facing suspension, have penalty points added to or disqualification of their driving licence; and
- the representative of the insured considers that there are reasonable prospects of avoiding that outcome; and
- the insured vehicle was being used within the special territorial limits.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 "What is not covered" of the General Terms and Conditions.

- If **we** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.
- Any **legal costs** and **expenses** covered by **your motor vehicle insurance policy**.
- If **you** fail to provide us with reasonable notice of a prosecution and **we** or **your solicitor** is unable to prepare in advance of any hearing.
- If **we** have not agreed to the **legal costs** and **expenses** involved in **your claim**.
- Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by you.
- Any fines, penalties, **court** costs, prosecution costs, victim surcharges or compensation awarded against **you** by a criminal **court**.
- Any offences which are brought against **you** and for which **you** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

General conditions

- **You** must co-operate with **us** at all times and forward any communications received in connection with **your** prosecution without delay and supply **us** with any information **we** require.
- **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances.
- **You** must not attempt to exaggerate or mislead **us**, **your solicitor** or anyone else in relation to **your** prosecution, otherwise this **policy** shall be declared void and no longer apply.

Representation

- **We** have the right to make investigations into the case.
- Where appropriate **we** will appoint a **solicitor** to act on **your** behalf.
- If **you** wish to appoint **your** own **solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact

- with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel **Solicitor** Terms and Conditions and they will be under a duty to minimise the **legal costs** and **expenses**.
- Once **your** chosen **solicitor** has signed **our** Non-panel **Solicitor** Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this **policy** and **our** Non-panel **Solicitor** Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 3 Motor contract cover

What Is Covered

- **We** will pay the costs, not exceeding the **limit of indemnity**, of **you** taking or defending legal action as a result of any action arising from a contract **you** have to:
 - buy, hire or sell the insured vehicle or its spare parts or accessories; or
 - service, repair or test the insured vehicle.
- **We** will provide cover as long as:
 - you entered into the contract within the special territorial limits;
 - the dispute first arose within the cover period;
 - any legal action is brought within the special territorial limits; and
 - after taking into account the view of your legal representative, in our opinion you are more likely to succeed than not when recovering damages, defending the legal action or settling the dispute in another way.

What Is Not Covered

- **We** will not provide cover for the following:
 - the first £100 of every claim under this section;
 - any event which occurs within the first three months of this policy, unless the claim is for new goods or services bought after the start of this policy;
 - any contract where the amount in dispute is less than:
 - £1000 for buying, selling or hiring the insured vehicle; or
 - £250 for servicing, repairing or testing the insured vehicle;
 - a dispute over the amount of money or other compensation due under an insurance policy;
 - a dispute which arises following your deliberate breach of a contract.

Section 4 Vehicle cloning dispute

What Is Covered

The costs up to the **limit of indemnity** of you taking or defending legal action as a result of any use of the **insured** vehicle's identity by another person or organisation without **your** permission.

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

What Is Not Covered

- claims where the insured vehicle's identity has been used by somebody living with you.
- Cover does not cover any losses incurred by you other than legal expenses as a result of the insured vehicle's identity being used by another person or organisation without your permission.

Section 5 Motor insurance database dispute

What Is Covered

The costs up to the **limit of indemnity** of representing **you** in legal action in a dispute with the police and/or any other body and/or agency where the **insured** vehicle has been seized following the failure of the Motor Insurance Database being updated with the correct information about **you** or the **insured** vehicle.

Section 6 General services and helplines

Replacement Vehicle and Vehicle Repair Services

What Is Covered

- In addition to the cover provided by this policy, if the damage to the **insured** vehicle occurs within the **special territorial limits**, **we** may be able to offer the following additional services, independently from this policy:
- we may be able to obtain an alternative hire

vehicle of an equivalent type, pending repair or replacement of the insured vehicle, if the damage prevents the insured vehicle from being driven and is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance and provided we have identified the third party and their insurers

- if the damage to the insured vehicle is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance then, provided we have identified the third party and their insurers and the insured vehicle can be repaired, we may be able to arrange to have the insured vehicle repaired and to provide you with up to 12 months interest free credit on the repairs made.

General conditions

- **You** must report the damage to the **insured** vehicle to **us** within 14 days of the incident.
- Provision of the **alternative hire vehicle** is subject to the terms and conditions of the provider of the **alternative hire vehicle**. These are available from the provider at the time the **alternative hire vehicle** is provided or can be obtained from the **underwriter** on request.
- **You** must provide any assistance required by the **underwriter** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire vehicle** from any **third party** at fault in connection with the incident giving rise to the damage to the **insured** vehicle, including permitting the **underwriter** or any such representative to take proceedings in **your** name and/or assigning any rights against any such **third party** to the **underwriter** or its representative.
- The **alternative hire vehicle** provided will be a manual transmission vehicle unless **your** driving licence only permits **you** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.
- **You** must produce **your** original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire vehicle** will be provided.
- **You** must provide valid credit or debit card details before an **alternative hire vehicle** will be provided.
- **You** will be responsible for any fuel costs, fares, fines and fees.
- **You** must pay a security/fuel deposit when an **alternative hire vehicle** is provided. This is refundable on return provided the **alternative hire vehicle** is free from damage and has the same amount of fuel as when provided.
- **You** can choose to upgrade to any vehicle other than the **alternative hire vehicle** offered, but the

costs of such upgrade will be **your** responsibility.

- No **alternative hire vehicle** may be used outside the **special territorial limits**.

- **You** will be responsible for any hire costs if **you** fail to return the **alternative hire vehicle** when requested to do so by the provider of the **alternative hire vehicle**.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 "What is not covered" of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:

- the damage to the **insured** vehicle took place prior to the **period of insurance**.

Motor Legal Helpline

What Is Covered

- If the **insured** requires legal advice relating to a motoring issue, **our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **special territorial limits**.

Legal Advice Helpline

If the insured requires legal advice, our legal advice helpline is here to assist. This will cover advice relating to legal problems arising within the special territorial limits.

We will arrange provision of confidential legal advice to the **insured** over the phone on any personal legal issue.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** person calls outside these times, a message will be taken and a return call arranged within the operating hours. Please call: 0330 8805 464

Tax Advice Service

We will provide the **insured** with confidential advice over the phone on personal tax matters within the **special territorial limits**.

Tax advice is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service

We will arrange the provision to the **insured** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured's** area, including local NHS dentists.

Health and medical information is provided 9am -

5pm, Monday to Friday, excluding public and bank holidays. If the **insured** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling

We will arrange the provision to the **insured** of a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18) and in full-time employment. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

General Terms and Conditions that apply to the Legal Expenses policy only

How to make a claim

To make a **claim** all sections of this **policy** please call **our** claims line 03308 805 464 , 24 hours a day 365 days a year. **You** will need to confirm the following:

- insured's name and address
- policy number.

What Is Not Covered

In addition to the items listed in Sections 1 to 6, the following are also not covered under this policy.

- Any **claim** or service offered by this **policy** arising out of or relating to any deliberate criminal act or omission committed by you, or fines and penalties imposed by a criminal **court**.
- Any **claim** or service offered by this **policy** where the **insured** does not hold a valid motor insurance **policy** and/or where the motor insurers are entitled to avoid cover under the **motor vehicle insurance policy**.
- Any **claim** or service offered by this **policy** where the **insured** has not paid the premium.
- Any **claim** or service offered by this **policy** occurring from use of the **insured** vehicle for motor racing, rallies, speed trials or competitions of any kind.
- Any **claim** or service offered by this **policy** where the **insured** vehicle is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **insured** event.
- Any **claim** or service offered by this **policy** that is made by the driver of the **insured** vehicle where the driver does not have a valid driving licence.
- Any **claim** or service offered arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it

- riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
- the failure of any device to recognise, interpret or process any date as its true calendar date.

Cancellation

Please refer to the main cancellation section on page 8 for details.

Subrogation

If **we** make a payment under this policy, **we** will be subrogated to any and all of **your** rights in connection with such payment. **You** also agree to give **us** as much assistance as **we** may reasonably require in relation to the exercise by **us** of **our** subrogated rights.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a **third party** which exists or is available other than by virtue of this Act.

Dishonest and fraudulent claims

If the **court** makes a finding of fraud this **policy** shall be cancelled from the outset and all rights that **you** have under this **policy** shall be forfeited. **We** shall be entitled to recover any payments **we** have previously made.

Assignment

You may not assign **your** rights under this **policy** without **our** prior written consent.

Governing law

We and **you** agree that this **policy** shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

Change of law

We reserve the right to amend this **policy** or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this **policy** that may, from time to time come into force.

UK & European breakdown recovery policy

Breakdown cover is provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Limited (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Contact information

Breakdown

By phone: 0330 013 2065

Online / In writing: www.rac.co.uk/reportbreakdown

Breakdown in Europe

Europe: +33 472 43 52 55

French Landline (freephone): 0800 290 112

Republic of Ireland (freephone): 1 800 535 005

Bringing your motorcycle back to the UK after a breakdown

By phone: 0330 159 0342

Claim Form Requests

From the UK: 0330 159 0337

europeanclaims@rac.co.uk

From Europe: +44 161 332 1040

www.rac.co.uk/europeanclaimform

Customer Services

By phone: 0800 298 5511

Email: bikes@carolenash.com

Hearing assistance

Telephone prefix 18001 to access Typetalk or text **us** on 07855 828282

Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

In Europe: Roaming charges may apply when making or receiving calls, please check with **your** mobile phone provider for more information. It may

not always be possible for **us** to return a call to a mobile phone.

If the motorcycle breaks down, please provide us with

1. **Your** name
2. The **motorcycle's** make, model and registration number
3. The exact location of the **motorcycle** - the road **you** are on or the nearest road junction
4. The number of the phone **you** are using
5. The cause of the **breakdown**, if **you** know it
6. Identification such as a bank card or driving licence
7. **Your** credit or debit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive. **We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If the **motorcycle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **motorcycle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

We will **reimburse** these charges as long as the **motorcycle** is recovered to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If **they** will not send a **breakdown** recovery vehicle, **you** should contact **us**.

Your terms and conditions

Definitions

Any words in bold appearing throughout this **RAC Breakdown Cover** have a specific meaning which **we** explain below.

“beyond economical repair”

Means where the total cost required to repair the **motorcycle**, including any taxes, is greater than the **market value** of the **motorcycle**. If the **motorcycle**

has **broken-down** or has been involved in a **road traffic collision** in **Europe**, the total cost required to repair the **motorcycle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** or **road traffic collision** has occurred;

“breakdown”/“breaks down”/“broken-down”

Means an event during the **policy period**, that stops the **motorcycle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **rider** or any key related issue other than keys locked in the **motorcycle**;

”claim”

means each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

“effective date”

means the date that this **RAC Breakdown Cover** begins, or renews, as shown on **your policy schedule**;

“end date”

means the date that this **RAC Breakdown Cover** expires as shown on **your policy schedule**;

“Europe”

means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding the Canary Islands, Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea;

“Carole Nash”

means, **Carole Nash** a trading name of **Carole Nash Insurance Consultants Limited**. Authorised and Regulated by the Financial Conduct Authority under firm reference number 307243. Company registration number: 2600841. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB who arrange and administer this **RAC Breakdown Cover**;

“home”

means, in respect of an individual, the address **you** reside at in the **UK** and, in respect of a business the registered/trading address in the **UK**, as shown on **your policy schedule**;

“market value”

means the **market value** in the **UK**, as reasonably determined by **us** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a **motorcycle** based upon one of the equivalent age, make, recorded mileage and model;

“motorcycle”

means the **UK** registered **motorcycle** as shown on **your policy schedule** which is owned, contract hired or leased by **you** and that is a mechanically propelled vehicle, not being an invalid carriage, with less than four wheels and the weight of which unladen does not exceed 410 kilograms. Motorcycles under 49cc are not covered.

“passengers”

means the **rider** and up to the number of **passengers** allowed as shown in the Vehicle Registration Document travelling on the **motorcycle**;

“planned departure date”

means the date when **you** intend to begin **your trip**. **We** may ask for proof of this;

“policy period”

means the length of time for which **your RAC Breakdown Cover** is in force as shown on **your policy schedule**;

“policy schedule”

means the document entitled “**policy schedule**” containing important details about this **RAC Breakdown Cover** and levels of cover;

“policy year”

means the **policy period**, from the start date;

“RAC”/“we”/“us”/“our”

1. For Sections A, B and C means RAC Motoring Services;
2. For Sections D, E and F means RAC Insurance Limited;
3. For **Your** data means RAC Motoring Services and RAC Insurance Limited;
4. For Additional services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on **their** behalf;

“RAC Breakdown Cover”

means this **RAC Breakdown** policy that is subject to the terms and conditions together with the **policy schedule**;

“reimburse”/“reimbursement”

means **reimbursement** by **us** under the **reimbursement** process;

“rider”/“their”/“they”

means **you** or any **rider** of a **motorcycle** at the time a **breakdown** occurs who is authorised to be riding the **motorcycle** and is permanently resident in the **UK**;

“road traffic collision”

means a traffic collision that immobilises the **motorcycle**;

“sidecar”/“trailer”

means any **sidecar** or **trailer** attached to the **motorcycle** at the time of the **breakdown**;

“specialist equipment”

means resource or equipment that is not normally required by **us** to complete a repair or recovery, for example a crane, tractor or winching and specialist lifting equipment;

“trip”

means a journey to **Europe** which begins and ends on return from **home** during the **policy period**;

“UK”

means England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man;

“you”/“your”

means the person, as shown on **your policy schedule** taking out the **RAC Breakdown Cover** and that in respect of an individual resident in the **UK** or, in respect of a business, has its registered office/trading address in the **UK**.

Important information about your RAC Breakdown Cover

- This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of motorcycles. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of motorcycles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of motorcycles are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your policy schedule**. Please make sure this is correct.
- There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

Your RAC Breakdown Cover consists of:

1. A Breakdown Policy – one or more contracts – depending on the type of cover:

- a. RAC Motoring Services provides cover under Sections A, B and C; and
- b. RAC Insurance Limited provides insurance for all other Sections.

A premium is payable for these contracts which will be made clear to **you** in advance of purchase.

2. A **policy schedule**– detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. The **policy schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Carole Nash** following purchase.

Policy type

This **RAC Breakdown Cover** covers the **motorcycle** shown on **your policy schedule** and if registered at **your home** address. The **motorcycle** is covered whoever is riding.

Policy year

The **RAC Breakdown Cover** will start on the **effective date** and end after the **end date** as shown on **your policy schedule**.

Limits of cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a. no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
 - b. no **claim** is permitted under sections B to F within 24 hours of the initial **effective date** of the **RAC Breakdown Cover**, nor within 24 hours of any upgrade to an upgraded section; and
 - c. in order to make a **claim** under Section C (Recovery) or Section D (Onward Travel) **we** must have first attended under Section A (Roadside) or Section B (At Home).
2. The number of claims that can be made per **policy year** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**;
3. The amount that is covered for certain types of **claim** or for certain sections, as set out in this **RAC Breakdown Cover**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact **Breakdown** Customer care on 0330 159 0337. Please send **your** completed **claim** form with proof of payment (such

as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: any costs that are not arranged through **us** or agreed by **us** will not be **reimbursed**.

Hire car terms

Certain sections of this **RAC Breakdown Cover** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What Is Covered

1. In the **UK**, **we** will arrange and pay for the hire cost of a replacement car for up to 2 consecutive days or until the **motorcycle** has been repaired, if sooner. Any replacement vehicle will be limited to a small hatchback;
2. In **Europe**, **we** will arrange and pay for the hire cost of a replacement car for up to 14 consecutive days or until the **motorcycle** has been repaired if sooner. Any replacement vehicle will be limited to a small hatchback;
3. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a vehicle yourself, let **us** know before **you** hire a vehicle, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
4. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

What Is Not Covered

1. **We** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:
 - a. delivery and collection of the car hire and any fuel used;
 - b. fuel while using the car hire; or
 - c. any insurance excess and additional costs.

Your cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside.

What Is Covered

If the **motorcycle breaks down** within the **UK** more than a quarter of a mile from **your home**, **we** will:

1. Send help to repair the **motorcycle** at the roadside. This could be a permanent or temporary repair; or

2. If **we** are unable to repair the **motorcycle** at the roadside, **we** will recover the **motorcycle** and **your passengers** and **passengers**, along with any **sidecar** or **trailer** attached to it, to a destination chosen by the **rider** up to a maximum of 20 miles from the **breakdown**;
3. If **we** recover the **motorcycle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue the journey to a single destination within 20 miles.

What Is Not Covered

1. The cost of any parts or **specialist equipment**;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
 - a. the original fault has not been properly repaired; or
 - b. **our** advice after a temporary repair has not been followed;
4. Recovery for sidecars or **trailers** if the **sidecar** or **trailer breaks down**.

Section B. At Home

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home.

What Is Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if the **motorcycle breaks down** at, or within a quarter of a mile of, **your home**.

What Is Not Covered

Please see the "Not covered" part of Section A (Roadside), which also applies here.

Section C. Recovery

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery.

What Is Covered

If **we** are unable to repair the **motorcycle** under Section A (Roadside) or Section B (At Home), **we** will recover the **motorcycle** and **your passengers**, along with any caravan or **trailer** attached to it, from the **breakdown** location to a single destination chosen by the **rider** within the **UK**. For long distances **we** may use more than one recovery vehicle.

Please note: recovery must be arranged with **us** while **we** are at the scene.

What Is Not Covered

1. Please see the "Not covered" part of Section A (Roadside), which also applies here;
2. Any claims due to tyre faults where the **motorcycle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **motorcycle's** manufacturer or a locking wheel nut key; or
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D. Onward Travel

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel.

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix the **motorcycle** on the same day, **we** will help the **rider** by making arrangements to allow the continuation of the journey. The **rider** can choose one of the following options based on the circumstances, subject to availability:

1. Hire car;
2. Alternative transport; or
3. Overnight accommodation.

What Is Covered

1. Hire car

Please see Hire car terms.

Hire cars must be arranged with **us** within 24 hours of the time of **breakdown**.

2. Alternative transport

If the **rider** would prefer to continue the journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket up to £150 per **passengers** or £500 for all **passengers**, whichever is less.

3. Overnight accommodation

The **rider** may decide that waiting for the **motorcycle** to be fixed is best. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per **passengers** or £500 for all **passengers**, whichever is less.

4. Assistance in a medical emergency

We will also help if the **rider** or one of the **passengers** suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. **We** will help to:

1. book one night's bed and breakfast accommodation for the **rider** and **passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per **passengers** or £500 for all **passengers**; and
2. arrange to get the patient **home** or to a local hospital as soon as **they** are fit to travel.

What Is Not Covered

We will not assist the **rider** where **they** or one of the **passengers** is taken ill or is injured during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E. European Motoring Assistance

Please refer to **your policy schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

The cover under Section E is subject to an aggregate overall limit of £2,500 per **claim** and 3 claims per **policy year**, limited to 1 **claim** per **trip** and is subject to the further limits of cover in respect of each type of cover. Each **trip** is limited to a maximum of 90 days.

Section E1: Onward travel in the UK

What Is Covered

If **we** attend a **breakdown** under Section A (or C) and cannot fix the **motorcycle** by **your planned departure date** and **you** are within 24 hours of **your planned departure date** **we** will arrange a hire car for the continuation of **your trip** for up to 14 consecutive days or until the **motorcycle** has been fixed if sooner and one person will be transported to the nearest hire car supplier to collect the vehicle.

What Is Not Covered

Requests following a **road traffic collision**.

Section E2: Roadside assistance in Europe

What Is Covered

If the **motorcycle breaks down** or is involved in a **road traffic collision in Europe** during a **trip**, **we** will send help to either:

1. Repair the **motorcycle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **motorcycle** at the roadside, **we** will:
 - a. recover the **motorcycle** and **passengers** to a local garage for fault diagnosis on the **motorcycle**;
 - b. pay for the initial fault diagnosis to find the next course of action;
 - c. contribute towards the garage labour charges up to £175 when the **motorcycle** can be repaired on the same day;
 - d. help **you** purchase replacement parts if **they** cannot be found locally, and pay for them to be delivered; and
 - e. **we** will also relay any urgent messages from the **riders** to a contact of **their** choice.

What Is Not Covered

1. Repair costs, including garage labour charges:
 - a. If the **breakdown** was due to mis-fuelling or a flat tyre. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**;
 - b. if the vehicle was in a **road traffic collision**; or
 - c. if the vehicle repair costs will be more than its **market value**;
2. Any liability if damage is caused to the vehicle whilst attempting to get keys, which have been locked in the vehicle, out. **You** are also not covered for any benefits under any other section of this **RAC Breakdown Cover**; or
3. The costs of any parts.

Please note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

Section E3: Onward travel in Europe

What Is Covered

If the **motorcycle** has **broken-down** or is involved in a road traffic accident during a **trip in Europe** and

we establish that the repairs cannot be completed within 6 hours, **we** will help the **riders** by making arrangements for the **passengers** to continue the **trip**. The **riders** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

1. Alternative transport

1. A hire car as a replacement until the **motorcycle** has been fixed, up to 14 consecutive days; or
2. A standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation up to £50 per person per day up to a maximum of £500 for all **passengers**.

3. Getting your passengers home

We will provide alternative transport as above to get the **passengers** back home if:

1. The **motorcycle** is brought back home under Section E4; or
2. Once **we** establish that the repair costs to the **motorcycle** exceed its **market value** under Section E4.

What Is Not Covered

Accommodation where the **riders** has suitable alternative accommodation that can be used. Cover under this section will stop once:

1. The **motorcycle** has been repaired to a roadworthy condition; or
2. The decision to bring the **motorcycle home** is made by **us** or **your** motor insurer; or
3. Once **we** establish that the repair costs to the **motorcycle** exceed its **market value**.

Once the **riders** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with **us** within 24 hours. The **riders** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

Section E4: Getting your motorcycle home

What Is Covered

If **we** attend a **breakdown** or is involved in a **road traffic collision in Europe** under Section E2 and the **motorcycle** cannot be repaired before the **riders** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **motorcycle** to a single destination of the **riders** choice within the **UK**; and
2. Storage charges for the **motorcycle** whilst

awaiting the **motorcycle** to be returned to the **UK**; or

3. If the **motorcycle** is repaired in **Europe**, the cost of one person to travel to collect the **motorcycle** by standard class rail or air fare and public transport up to £600 and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **motorcycle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **we** have brought the **passengers home** under Section E3 until the **motorcycle** is brought back to the **UK**, up to 2 consecutive days in total;

We will take the **passengers** in the **motorcycle home** under Section E3 (Onward Travel in Europe).

It is **our** decision whether to get the **broken-down motorcycle home** or have it repaired locally. **We** will follow **your** motor insurer's decision whether to get the **motorcycle home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

What Is Not Covered

1. Any costs:
 - a. if the **motorcycle** is **beyond economical repair**;
 - b. covered under **your** motor insurance;
 - c. relating to storage once **you** have been notified that the **motorcycle** is ready to collect; or
 - d. relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. **We** will not take the **motorcycle back home** if:
 - a. the **motorcycle** is roadworthy; or
 - b. a customs officer or other official finds any contents in the **motorcycle** that are not legal in that country;
3. Any import duties not relating to the **motorcycle**, for example relating to items carried in the **motorcycle**;
4. **We** will not cover the costs of fuel, insurance or meals;
5. **We** will only cover costs under this section up to the **market value**, so if **you** want **us** to bring the **motorcycle home** and the costs of bringing the **motorcycle home** exceed this amount **you** will need to pay any costs above this amount before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **motorcycle** to be delivered back to the **UK**. At busy times and from some

countries it may take longer.

- If **we** do not bring the **motorcycle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

Section E5: Motorcycle break-in emergency repairs

Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report.

What Is Covered

If the **motorcycle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown we** will **reimburse you**, up to £175 for:

1. immediate emergency costs incurred in order to continue the **trip**; or
2. the costs of recovering the **motorcycle** to a local repairer to ensure the **motorcycle** is secure and roadworthy.

What Is Not Covered

1. The cost of any parts; or
2. Any benefits under any other section of this **RAC Breakdown Cover**.

Section E6: Replacement rider

What Is Covered

Although this is not covered as a **breakdown** under this **RAC Breakdown Cover**, if the **riders** suddenly or unexpectedly falls ill during the **trip in Europe**, meaning **they** are unable to ride, **we** will provide a replacement **rider** to allow the **trip** to continue or return home. **We** will require written confirmation from the treating hospital or medical expert that the **riders** is unable to drive.

What Is Not Covered

1. If there is another qualified **rider** who is a passenger and who is fit and legally able to ride the vehicle.
2. Any benefits under any other section of this **RAC Breakdown Cover**.

General conditions for Section E

1. **We** will not cover any **claim** for any repairs to a **motorcycle** which are not essential in order to continue the **trip**;
2. Any **claim** which the **rider** could make under any other insurance policy. If the value of the **claim** is more than the amount which can be recovered under another policy **we** may pay the difference, subject to the limits as set out in this **RAC Breakdown Cover**;
3. **You** must make sure the **motorcycle** meets all relevant laws of the countries visited during a **trip**;
4. How the exchange rate is calculated:
 - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - b. Costs incurred by **you** in a currency other than GBP which are recoverable will be converted to GBP either:
 - I. at the exchange rate used by **your** credit or debit provider; or
 - II. at the exchange rate used by **us** when **your claim** form is received if **you** paid in cash;
5. When a hire car, taxi, hotel or similar benefit is arranged under this **RAC Breakdown Cover**, **we** will always try to find a suitable option that is available at the time, however:
 - a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b. for hire cars, whilst reputable companies are used, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
6. If, following a **breakdown**, the **motorcycle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section E3 (Onward travel in **Europe**) or section E4 (Getting **your** vehicle home);
7. If the **breakdown** or is involved in a **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **motorcycle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to the **motorcycle's** motor insurer;

8. This **RAC Breakdown Cover** does not cover:
 - a. **motorcycle** storage charges, other than under Section E4;
 - b. the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
 - c. overloading of a **motorcycle** under the laws in any country in which the **motorcycle** is travelling; or
 - d. breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply **we** can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **motorcycle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take the **motorcycle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **motorcycle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **motorcycle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **rider** must be with the **motorcycle** when **we** attend.
7. **We** will not be responsible for any loss of or damage to the contents of the **motorcycle**.
8. Where **we** recover **passengers** under the age of 16, **they** must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **motorcycle** at the **rider's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
10. The **motorcycle** must not carry more **passengers** than the number stated in the **motorcycle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat, where required.
11. Where **we** provide a repair to the **motorcycle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **motorcycle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes or any other event, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
 - a. ferry charges for the **motorcycle** and **our** vehicle;
 - b. spare tyres and wheels and repairing or sourcing them; or
 - c. recovery by someone other than **us** even if this is requested by the emergency services, **we** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **rider** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **rider**, and act reasonably at all times.
17. This **RAC Breakdown Cover** does not cover:
 - a. routine servicing, maintenance or assembly of the **motorcycle**;
 - b. caravan or **trailers**;
 - c. use of the **motorcycle** for public or private hire, the carriage of goods for hire and reward, demonstration purposes or carrying trade plates;
 - d. breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - e. breakdowns that occur or recovery of the

motorcycle to a destination that is, off the public highway to which the **rider** or **we** have no legal access;

- f. the **motorcycle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
 - g. motorcycles that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **motorcycle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **motorcycle** is roadworthy **we** will provide service;
 - h. any **claim** that is or may be affected by the influence of alcohol or drugs;
 - i. any **breakdown** that is caused by or as a result of **motorcycle** theft or fire;
 - j. **motorcycle** storage charges. If the **motorcycle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **motorcycle** has not been collected and fees not paid, the **motorcycle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening; or
 - k. any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.
18. If the **rider** is asked to review and approve a document recording the condition of the **motorcycle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional benefits

The following are provided at no additional charge:

Rider-induced faults

If the **motorcycle** cannot be ridden for any reason other than a **breakdown**, for example if the **motorcycle** has broken or cracked glass or there has been a **rider-induced** fault, **we** will send help to the **motorcycle**. If **we** cannot get the **motorcycle** going again, **we** will recover the **motorcycle**, the **rider** and **passengers** up to 20 miles. Any **specialist equipment** required by **us** to repair or arrange recovery of the **motorcycle** will be chargeable.

Sidecar and trailers

If a **sidecar** or **trailer** breaks down within the **UK**,

we will send help to repair the **sidecar** or **trailer** at the roadside. This could be a permanent or temporary repair. **We** will not provide any other cover under this **RAC Breakdown Cover** if a **sidecar** or **trailer breaks down**. However if a **motorcycle breaks down** and there is a **sidecar** or **trailer** attached to it **we** will recover the **sidecar** or **trailer** as well.

Service in the Republic of Ireland

If the **motorcycle** has **broken-down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), **we** will recover the **motorcycle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **motorcycle** has **broken-down** and the **rider** needs to get in touch with friends and family urgently, **we** will get a message to them.

Additional services

We can provide additional services that are not included in **your RAC Breakdown Cover** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car; or
4. Arrange a second or extended recovery.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and **they** cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

You can cancel **your RAC Breakdown Cover** within the cooling off period, being 14 days from the later of:

1. the **effective date**; or
2. the date **you** receive **your RAC Breakdown Cover** documents.

Cancellations must be made by contacting **Carole Nash**. If **you** cancel **your** policy, **we** will cancel the **RAC Breakdown Cover** with immediate effect from the day **you** request. **You** will receive a pro-rata refund of **your** premium if no claims have been made, if any claims have been made then no refund of premium will be given. This **Breakdown** cover can only be cancelled alongside **your** main motor insurance policy. Cancelling

a direct debit will not always cancel **your** policy.

Your RAC Breakdown Cover will automatically cancel if **your** associated motor insurance policy is cancelled.

At any time after the 14 day cooling off period referred to above, **you** may cancel **your RAC Breakdown Cover**. **RAC Breakdown Cover** will be cancelled with immediate effect. **You** will receive a pro-rata refund of premium if no claims have been made. If any claims have been made then no refund of premium will be given. This **Breakdown** cover can only be cancelled alongside **your** main motor insurance policy. Cancelling a direct debit will not always cancel **your** policy

Your RAC Breakdown Cover will automatically cancel if **your** associated motor insurance policy is cancelled.

Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your policy schedule**, **Carole Nash** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. **We** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund any premium;

Misuse of RAC Breakdown Cover

Each **rider** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**; or
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated **motorcycle** insurance policy.

Changes to your details

You must let **Carole Nash** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Carole Nash can be contacted by phone, post, or email. Please see Contact Information.

If **you** change the vehicle **you** must contact **Carole Nash** to update **your** details. If **you** do not, **you** may not be covered.

We will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by **us**.

All communications from **Carole Nash** or **us** shall be deemed duly received if sent to **your** last known address.

Complaints

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

Breakdown related Complaints

By Phone: 0330 159 0337

In Writing:

Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN
or

Breakdowncustomercare@rac.co.uk

Sales and administration Complaints

Please refer to page 29

In the event **we** cannot resolve a complaint raised in respect of Onward Travel. Misfuel Rescue or European Motoring Assistance complaints can be brought to the Financial Ombudsman Service by, or on behalf of customers, who are private individuals or small businesses.

Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

By Phone: 0800 023 4567 or 0300 123 9123

In Writing:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London

E14 9SR

or

complaint.info@financial-ombudsman.org.uk

or

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this **RAC Breakdown Cover** and the **policy schedule** and other information relating to this contract will be in English.

Your data

Data protection statement

This section provides a summary of how **we** use **your** information. For full details about **our** use of **your** data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact **our** Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will we use?

There are three types of information about **you** which **we** will use to provide **your RAC Breakdown Cover**:

1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. Non-personal data: information about **you** that is not personal such as information about the **motorcycle**.
3. Special category data: In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **We** will only ask for this information when necessary and in accordance with data protection laws.

How we collect your data

We obtain **your** data from **you** when **you** contact **us** directly. **We** also obtain **your** data from **Carole Nash** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Carole Nash** in relation to this **RAC Breakdown Cover**.

How we use your data

We will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **We** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

We may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact **our** Data Protection Officer or contact **our** Customer Service Team by:

1. Telephone: 0330 159 0337
2. Email: membershipcustomercare@rac.co.uk
3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN

Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint Is In Relation To Carole Nash:

If **you** wish to complain about the services provided by **Carole Nash**, such as the way **your policy** was sold to **you**, please contact **Carole Nash**:

By phone: 0800 298 5511

In writing:

Complaints Team
Carole Nash Insurance Consultants Ltd
Embankment West Tower,
101 Cathedral Approach,
Salford,
M3 7FB.

By e-mail: bikes@carolenash.com

If Your Complaint Is In Relation To The Insurer:

If **your** complaint is in relation to the **insurer**, please write to the Chief Executive at the address shown in **your Policy Schedule**.

If **your insurer** is a Lloyd's syndicate (**your Policy Schedule** will show this), **you** may also raise **your** concerns with the Lloyd's Policyholder and Market Assistance Department.

The address is:
Lloyd's Policyholder and Market
Assistance Department
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
Phone: 0207 327 5693
Email: complaints@lloyds.com

If Your Complaint Is In Relation To Motoring Legal Expenses Policy,

Please in the first instance E-mail:

complaints@4th-d.co.uk.

4th Dimension Innovation Limited will aim to resolve

your complaint within 24hrs. If **your** complaint is not resolved to **your** satisfaction within 24 hours, **they** will send **you** a written acknowledgement of **your** complaint together with the next steps **they** will be taking to resolve it.

If **your** complaint relates to a matter concerning the underwriter Financial and Legal Insurance Company Limited contact details are as follows:

Financial and Legal Insurance Company Limited
No 1 Lakeside
Cheadle Royal Business Park
Cheadle
Manchester
SK8 3GW

If Your Complaint Is In Relation To Breakdown Assistance,

Please Write to:

Breakdown Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

By e-mail: Breakdowncustomercare@rac.co.uk

By phone: 0330 159 0337

Financial Ombudsman Service

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis. The address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given **us** the opportunity to resolve it.

Whilst **Carole Nash** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

Financial Services Compensation Scheme

We, **Carole Nash** and in relation to the Legal Expenses policy Financial and Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party 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 obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.

UK & European Breakdown Recovery Card

In the event of a **breakdown** or accident,
please call one of the following:

In the UK call	0330 013 2065
In Ireland call	1 800 535 005
In the rest of Europe call	+33 472 43 52 55





UK & European Breakdown Recovery Card



CAROLE NASH
The care it deserves



CAROLE NASH
The care it deserves

Carole Nash Insurance Consultants Limited

Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Tel: 0800 298 5511

Email: bikes@carolenash.com - Website: www.carolenash.com

This policy and other associated documentation are also available in large print, audio and Braille.

If you require these formats please contact Carole Nash Insurance Consultants Ltd.

Carole Nash is a trading name of Carole Nash Insurance Consultants Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 307243. Company registration number: 2600841.