

# *Motorcycle*



## *Insurance Documents*



**CAROLE NASH**  
*The care it deserves*

Six Wheel

Multi-Bike

Off Road

Custom

Future Classic

Classic

Vintage

---

## ***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](mailto:bikes@carolenash.com)

### **MAKING A CLAIM**

Should you be in the unfortunate position of having to make a claim, our in-house 'Talking Claims' service removes much of the inconvenience and hassle to you. Simply call 0800 298 5533.

More information can be found on page 7.

### **BREAKDOWN ASSISTANCE**

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

In the UK: 0800 093 5318

In Ireland: 090 645 1972

Rest of Europe: 0044 1737 826 112

More information can be found on page 14.

### **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. 0333 241 9567

More information can be found on page 9.

### **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 vehicle 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 Proposal Form, Statement of Fact, Certificate of Motor Insurance or on your Policy Schedule.

More information can be found on page 9.

---

## ***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](mailto:bikes@carolenash.com)

This policy has a 5 star Defaqto rating.



# Contents

<b>CONTRACT OF MOTORCYCLE INSURANCE</b>	<b>2</b>
<b>MOTORCYCLE INSURANCE</b>	
<b>POLICY WORDING</b>	<b>3</b>
Definitions	3
<b>SECTION 1</b>	
Liability to others	4
<b>SECTION 2</b>	
Cover for fire & theft	5
<b>SECTION 3</b>	
Damage to your vehicle	5
<b>SECTION 4</b>	
Foreign use	6
<b>GENERAL EXCEPTIONS</b>	<b>6</b>
<b>POLICY CONDITIONS</b>	<b>7</b>
Cancellation	8
<b>LEGAL EXPENSES POLICY</b>	<b>9</b>
Definitions	9
<b>SECTION 1</b>	
Uninsured Loss Recovery	11
<b>SECTION 2</b>	
Motor Prosecution Defence	12
<b>SECTION 3</b>	
Motor Contract Cover	12
<b>UK &amp; EUROPEAN BREAKDOWN</b>	
<b>RECOVERY POLICY</b>	<b>14</b>
Definitions	14
<b>SECTION 4</b>	
UK assistance	14
<b>SECTION 5</b>	
European Assistance	15
<b>COMPLAINTS PROCEDURE</b>	<b>18</b>

# 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. 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 England and Wales will apply.

Signed for and on behalf of the Insurers



David Newman  
Chief Executive Officer  
Carole Nash Insurance Consultants Ltd

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

### AGREED VALUE (IF APPLICABLE)

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 the **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

A **motorcycle** is a mechanically propelled vehicle with or without a sidecar that has less than four wheels.

### 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**, **Proposal form** or **Statement of fact** and this booklet.

### POLICY SCHEDULE

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

### PROPOSAL FORM OR 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.

### YOU/YOUR/POLICYHOLDER

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

### YOUR VEHICLE/INSURED VEHICLE

Any vehicle specified on the **Policy Schedule** or described in 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 vehicle	✓	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	9
UK & EU BREAKDOWN RECOVERY	UK & European accident breakdown recovery, including Homestart	✓	✓	✓	x	14

## 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 UK.
- 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 vehicle**, 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 the **insured vehicle**.

#### 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 the **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/vehicle 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 the **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 VEHICLE

#### 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/vehicle 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, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- loss or damage resulting from unauthorised taking of the **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 of or damage from taking **your motorcycle** and returning to its legal owner.

## 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 vehicle** 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 vehicle**:
  - the cost of delivering **your motorcycle** to **you** or to **your** home in the UK after necessary repairs have been finished; or
  - foreign customs duty **you** must pay because damage to **your vehicle** 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;
  - is 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 UK (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 UK, 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.

## 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.

Carole Nash has a 'Talking Claims' service which removes much of the inconvenience and hassle to **you**. Simply call 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. 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.

### 5. REASONABLE PRECAUTIONS

**You** must take all reasonable steps to keep **your vehicle** in a safe and roadworthy condition and protect it from

damage, including fire, theft or attempted theft, malicious damage and someone taking **your vehicle** without **your** permission.

The vehicle 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.

### 6. 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.

### 7. 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.

### 8. 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.

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.

### 9. 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 8 'Cooling Off Period' and there has been no claim(s), **you** will be refunded in accordance with the criteria below, less a Carole Nash cancellation fee, details of which can be found in the Carole Nash Terms of Business.

Period of Cover	% of Refund
Up to 1 month	75%
Up to 2 months	62.5%
Up to 3 months	50%
Up to 4 months	40%

Up to 5 months	30%
Up to 6 months	25%
Up to 7 months	20%
Up to 8 months	10%
Over 8 months	Nil

**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. This payment is non-refundable upon cancellation of the **policy** other than if cancelled by **you** during **your** 14-day 'cooling off' period. Please refer to the Carole Nash terms of Business for details.

If the **policy** is cancelled following subsequent renewal **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.

**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 there will be no refund.

### 10. 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 **your** premium or instalment payment by the payment due date
- 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 vehicle**.

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

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.

### 11. 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.

### 12. CHANGES IN YOUR CIRCUMSTANCES

**You** must tell Carole Nash Insurance Consultants Ltd immediately about any changes to the information set out in the **Proposal Form, 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 our 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.

### 13. 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.

## Legal Expenses Policy

This policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of the insurer:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting 0800 111 6768.

### DEFINITIONS

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

#### ADVERSE COSTS

Any legal **costs** (including profit **costs**, **disbursements**, vat and interest) which the **insured person** pays the **opponent** by order of the court or with **our** prior written agreement. These may include, for example, the **opponent**'s solicitor's fees, barrister's fees and/or expert's fees.

#### APPROVAL, APPROVE(D), APPROVING

The act of **us** agreeing in writing to provide indemnity in accordance with the terms of this **policy**.

#### CONSENT

**Our** written agreement to a particular course of action (such as settling a claim).

#### COSTS

Under this **policy we** will pay the following

- a) the professional **fees and expenses** reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts
- b) **your** opponents **costs** which **you** are ordered to pay by a court, the most **we** will pay for all claims arising out of one event is £100,000

#### COVER PERIOD

The period shown in **your** current Certificate of Motor Insurance.

#### DAMAGES

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle **your** claim.

#### DISBURSEMENTS

Any sum spent by the **legal representative** on behalf of the **insured person** in respect of services supplied by a third party, providing that:

- a) The **insured person** received the services;
- b) The **insured person** was responsible for paying the third party for the services;
- c) The **insured person** knew that the services were being provided by a third party;
- d) The services were in addition to and distinct from the services supplied by the **legal representative** to the **insured person** on their own account; and
- e) **We** have agreed the amount to be paid in advance of the third party being instructed.

**Disbursements** may include, for example, barrister's fees (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report fees.

#### FEES AND EXPENSES

Any professional fees reasonably incurred by the **legal representative** in pursuit of the claim together with any **disbursements** that they incur or pay, including, where appropriate, value added tax. For the purposes of this definition, "reasonably incurred" shall mean **costs** that are deemed by a court to be reasonable.

#### INSURER

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an insurers' agent

and in the matters of a claim act on behalf of Ageas Insurance Limited.

#### LEGAL REPRESENTATIVE

Any appropriately qualified person (or company or firm) who has been approved by **us** to represent an **insured person** in pursuit of a claim against an **opponent**. "the **legal representative**" is a reference to the specific **legal representative** who acts in a particular claim.

#### MOTOR INSURANCE POLICY

The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

#### OPPONENT(S)

The third party responsible for the accident or collision which has given rise to an insured event under this **policy** and against whom the **insured person** wishes to bring a claim. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

#### PART 36 OFFER

Any offer made by an **opponent** to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the **insured person** to pay part of their **opponent's costs** should the **insured person** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the **opponent**, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

#### POLICY

This before-the-event legal expenses **policy** providing cover for **adverse costs** and **fees and expenses**, together with the Policy Schedule and any endorsement which attaches to it.

#### PROPORTIONATE MANNER

In determining whether a claim can be pursued in a **'proportionate manner'** the factors **we** will take into account in assessing whether those **costs** are reasonable include but are not limited to:

- the prospects of success and the likely **costs** of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of **adverse costs** that **we** would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement; and
- the circumstances of the Insured Incident, including the conduct of the **insured person**.

## REASONABLE PROSPECTS

'Reasonable prospects' means **we** deem there is a 51% or greater chance that **you** will be successful in **your** pursuit of legal proceedings. This means that **you** have a greater chance of winning than losing.

## SMALL CLAIMS TRACK LIMIT

If **you** are resident in England or Wales, the most **you** can claim in the **small claims track** of the county court in England and Wales, **small claims track limit** being any claims under £10,000 or where **you** are pursuing a claim for personal injury any claim under £1,000

## TERRITORIAL LIMITS (MOTOR CONTRACT COVER)

The territorial limit is Great Britain, Northern Ireland, The Channel Islands and the Isle of Man,

## TERRITORIAL LIMITS (UNINSURED LOSS RECOVERY AND MOTOR PROSECUTION DEFENCE)

The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

## UNINSURED LOSS(ES)

Any loss directly arising from the Insured Incident in question that is not covered by any other insurance **policy**.

## VEHICLE

The **vehicle** specified in the **motor insurance policy**, which was being driven or ridden by a person entitled to drive or ride under the **motor insurance policy**, together with any trailer attached to such **vehicle** at the time of the Insured Incident.

## WE, OUR, US

MotorPlus Limited an insurance intermediary who is authorised to manage claims on behalf of the **insurer**.

## YOU, YOUR, YOURSELF, INSURED PERSON

The named holder of this **policy** who lives in the United Kingdom together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**)

# Section 1

## UNINSURED LOSS RECOVERY

**We** will pay the **costs** for **adverse costs** and **fees and expenses** for **you** to take legal action as a result of any road traffic accident being the fault of the **opponent** occurring within the **territorial limits** and during the **cover period** which covers the following:

- damage to the insured **vehicle**; or

- damage to any personal belongings within or on the insured **vehicle**; or
- **your** death or bodily injury while **you** are travelling in or on, or getting into or out of or on or off the insured **vehicle**; or
- any other **uninsured losses** that **you** sustain;

**We** will provide this cover as long as:

- **your** claim has **reasonable prospects** of success;
- the claim can be pursued in a **proportionate manner**;
- the accident happened within the **territorial limit** and within the period of insurance;
- the incident was the fault of the **opponent**.
- **you** do not deliberately mislead **us** or the **legal representative** or exaggerate the claim or bring any false or contrived claims;
- **we** have given written **approval** to pursuing a claim prior to **you** commencing any legal proceedings or making an appeal;
- **you** follow **our** or the **legal representative's** advice and provide any information they ask for;
- **your legal representative** follows the requirements set out in the **your legal representative** must do the following' section below.

**We** will not cover:

- **adverse costs** and **fees and expenses** **you** have paid directly to the **legal representative** or any other person without **our** prior written **approval**;
- any claim resulting from a road traffic accident not covered by the **motor insurance policy**.
- any legal action brought against **you**;
- any claim where **you** intend to represent **yourself** (known as a litigant-in-person) unless:
- **we** have given prior written **approval**; or
- the claim is allocated to the **small claims track** and has been accepted by **us**
- any claim which **you** settle or discontinue without **our consent**;
- any **costs, fees or expenses** incurred after **you** have rejected **our** or the **legal representative's** advice to settle or discontinue a claim;
- any fines, penalties or **damages** **you** are ordered to pay by a court or similar authority;
- disputes arising from parking offences;
- any claim where the **opponent** cannot be traced or identified, or is not insured for the risks of a claim;
- any claims where **you** have instructed the **legal representative** to stop acting on **your** behalf or where the **legal representative** has refused to continue to represent **you**;
- any **costs, fees or expenses** following **you** breaching the terms of this **policy** (see 'you must do

the following' below);

- any **costs** awarded by the court as a result of **your** unreasonable behaviour or that of **your legal representative**;
- where **you** have disregarded **our** advice to accept a **part 36 offer** to settle a claim;
- where **we** have advised the **insured person** that their claim would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom.

**You** must do the following failure to do so will result in cover being withdrawn for **adverse cost** and **fees and expenses**:

- provide promptly any other supporting information **we** or the **legal representative** ask for;
- keep **us** and the **legal representative** informed of any matters that might affect the chances of success in the claim, the amount of **damages** that are likely to be recovered, or the amount of the **costs** of the claim;
- keep **us** informed (or ask the **legal representative** to keep **us** informed), particularly if any offers have been made;
- get **our** written **consent** before any **part 36 offer** or other offer of settlement is accepted or rejected;
- get **our** written **consent** before any claim is discontinued;
- take reasonable steps to keep all **costs, fees and expenses** as low as possible;
- attend court or go to any expert examination when asked to do so;
- act upon any order for **costs** promptly;
- not do anything to impede any negotiations about **costs** or any assessment of **costs**;
- provide **us** with access to **your legal representative** and authorise them to keep **us** informed of the progress of the claim and any other relevant matters;
- allow **us** to have any legal bill audited or assessed.

## CHOOSING THE LEGAL REPRESENTATIVE

Before **you** need to issue proceedings, **we** will ordinarily recommend a **legal representative** from **our** panel. If the **insured person** is not happy with the **legal representative** **we** have recommended, or a conflict of interest arises, they may advise **us** and **we** will generally suggest an alternative from **our** panel.

When **you** need to start legal proceedings, **you** are entitled to choose **your** own **legal representative**. However, **we** may reject **your** choice if **we** believe the **legal representative** lacks the necessary skills.

If there is a conflict of interest the **insured person** shall also be free to choose their own **legal representative**

**Your legal representative** must do the following:

- agree to **our** terms of business before they commence work and adhere to these terms on an ongoing basis;
- get **our** permission before instructing a barrister or expert witness;
- keep **us** informed of progress, and in particular if there are any offers received to settle the claim;

## SETTLING CLAIMS IN PARTICULAR CIRCUMSTANCES

**We** have the right to:

- settle a claim by paying the amount in dispute;
- settle the **costs** covered by this **policy** if there is no other way of getting these **costs** back;

# Section 2

## MOTOR PROSECUTION DEFENCE

**We** will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceeding being brought against **you** for an offence relating to **your** ownership or use of the insured **vehicle**.

Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome.

**We** will provide cover as long as:

- the proceedings arise from an event that occurred within the **territorial limits** and within the **cover period**;
- the proceedings will be decided by a court within the **territorial limits**;

**We** will not provide cover for the following:

- parking offences for which **you** do not receive penalty points against **your** licence;
- driving or riding while under the influence of alcohol or drugs;
- driving or riding without valid motor insurance;
- any offence which would be covered under Uninsured Loss Recovery, Section 1;
- where **you** qualify for legal aid;
- fines, penalties, or compensation orders, or applications for judicial review.

# Section 3

## MOTOR CONTRACT COVER

**We** will pay the **costs** 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 **territorial limits**;
- the dispute first arose within the **cover period**;
- any legal action is brought within the **territorial limit**; 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.

**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.

## CONDITIONS THAT APPLY TO ALL SECTIONS OF COVER

The following conditions apply:

- any claim which was not notified to **us** within 180 days of the event.
- any claim arising out of an **insured person's** alleged dishonesty or violent conduct.
- any claim arising out of an **insured person's** alleged use of drugs or alcohol.
- disputes arising, from or relating to:
  - criminal prosecutions or family proceedings, the exclusion for cover in respect of criminal prosecutions shall not apply if **you** are making a claim for motor criminal prosecutions, under section 2 motor prosecution defence of this **policy**;
  - judicial review or applications for judicial review;
  - enforcement proceedings;
  - the terms and conditions of this **policy**, including alleged rights of a person other than **you** to enforce the terms of this **policy**. For the avoidance of doubt no person other than those defined under the definition of **insured person** shall be entitled to claim against this **policy**;
- any **adverse costs** or **fees and expenses** in any claim where those **costs** are covered by another insurance policy or similar scheme including cover

arising by virtue of an **insured person's** trade union membership.

- any legal liability directly or indirectly caused to or contributed to by or arising from:
  - ionising radiations 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 explosive nuclear assembly or nuclear component thereof;
- any damage or liability directly or indirectly occasioned by, happening through, or in consequence of war, terrorism, piracy, invasion, acts of foreign enemies, hostilities rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- claims in respect of damage or losses arising from races, rallies or competitions, or claims where the **vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions – including servicing and **vehicle** faults.
- claims in excess of the limit of indemnity of £100,000 for any one claim.
- disputes:
  - if there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who **you** and **we** agree to;
  - if **we** cannot agree on an arbitrator, the president of the law society or the chairman of the bar council will choose one;
  - whoever loses the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **costs**.

## CANCELLATION RIGHT

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

## MAKING A CLAIM

The claims procedure outlined below is administered by Motorplus Limited. If **you** need to make a claim under section 2 or 3, please call 0333 241 9567.

If **you** need to make a claim under Section 1, please contact Carole Nash Insurance Consultants Ltd on 0800 298 5533.

Carole Nash Insurance Consultants Ltd will pass the details of **your** claim on to a solicitor.

## LEGAL HELPLINE

Carole Nash Legal Expenses includes access to Legal Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls to protect **you**. Legal Helpline Tel. No. 0333 241 9567. **We** agree to cover **you** under the terms and conditions of this **policy**.

## UK & European Breakdown Recovery Policy

UK and European, roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** by request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

AXA Assistance (UK) Limited operates the 24-hour motoring assistance helpline

## DEFINITIONS

The following words or phrases have the meanings given below whenever they appear in the UK & European Breakdown Recovery Policy wording. These will be shown in bold.

### BREAKDOWN

Where the **insured vehicle** cannot be driven due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

### INSURED VEHICLE

Any vehicle specified in the Policy Schedule or described in the current Certificate of Motor Insurance.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor vehicle (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

### PERIOD OF INSURANCE

The period shown in **your** current Certificate of Motor Insurance.

### TERRITORIAL LIMIT

The **territorial limit** for Section 4 is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The **territorial limit** for Section 5 is Andorra, Austria,

Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### WE, US, OUR

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

### YOU, YOUR

The person named in **your** current Certificate of Motor Insurance and any person authorised to ride or be a passenger on the **insured vehicle**.

## Section 4

### UK ASSISTANCE

#### WHAT IS COVERED UNDER SECTION 4

##### HOME AND ROADSIDE ASSISTANCE

**We** will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, accident, or an act of vandalism within the **territorial limit** and within the **period of insurance**.

**We** will try to repair the **insured vehicle** at the roadside. The repair work will be free of charge, for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the **insured vehicle**.

If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

If **we** cannot repair the **insured vehicle** at the roadside and it cannot be repaired the same day at a local garage after being recovered by **us**, **we** will arrange and pay for one of the following;

##### ONWARD TRAVEL

**We** will arrange and pay for the **insured vehicle**, **you** and one passenger to continue with **your** journey to **your** destination, or to return home, or

##### HOTEL ACCOMMODATION

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and one passenger. The most **we** will pay is £50 a person. **You** must pay for any extra hotel costs, or

##### CAR HIRE

**We** will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire.

We will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

**We** will choose the most appropriate solution from the options above.

#### STORAGE

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £50.

#### MEDICAL ASSISTANCE

If **you** have to go into hospital after an accident, within the **territorial limit** and within the **period of insurance** and are more than 20 miles from **your** home, **we** will pay for one night's bed and breakfast in a hotel **we** choose, for **your** passenger. The most **we** will pay is £100 a person. **You** must pay for any extra hotel costs. **We** will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of £300. A doctor must give permission before **we** do this.

#### REPLACEMENT RIDER

If following an accident or a **breakdown** involving the **insured vehicle you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and one passenger to **your** home address in the UK.

#### MESSAGE SERVICE

**We** can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, accident or an act of vandalism within the **territorial limit** and within the **period of insurance**.

#### BROKEN GLASS

**We** can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

#### ACCIDENTS

**We** will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

#### CLAIMS

**We** shall not be responsible for more than four claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

## Section 5

### EUROPEAN ASSISTANCE

**We** will provide the cover of this Section as long as **you** are not travelling outside the UK for more than 91 days at a time.

The most **we** will pay for all claims arising out of one event under this Section is £2,500 subject to the terms and conditions of this policy.

#### WHAT IS COVERED UNDER SECTION 5

##### ROADSIDE ASSISTANCE AND RECOVERY

**We** will come out to the **insured vehicle** if **you** can't ride it after a **breakdown**, an accident or an act of vandalism within the **territorial limit** and within the **period of insurance**.

If the **insured vehicle** can be repaired at the roadside, the repair work will be free of charge, for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the **insured vehicle**.

If the **insured vehicle** cannot be repaired at the roadside, **we** will arrange and pay for it to be taken to the nearest repairer.

If **you** have a problem on a motorway outside the UK or the Republic of Ireland, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 0800 093 5318.

##### VEHICLE REPATRIATION

If the **insured vehicle** can't be repaired in Europe, or by the time **you** have to get home, **we** will arrange and pay for it to be taken to the nearest garage to **your** home address in the UK.

**You** must give **us** a signed list of any items which are left in, or on, the **insured vehicle**. **We** will not be responsible for the loss of, or damage to, any items which are not on this list.

**We** will only repatriate **your insured vehicle** to the UK if **we** believe the cost of doing so would be less than the market value of the vehicle in the UK following the loss or damage.

##### STORAGE

If the **insured vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the UK by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is £100.

#### ONWARD TRAVEL

If the **insured vehicle** can't be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

#### HOTEL ACCOMMODATION

Up to three nights bed and breakfast accommodation for **you** and one passenger. The most **we** will pay is £50 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back. **You** must pay for any extra hotel costs; or

#### CAR HIRE

A hire car, up to 1600cc, for up to 14 days', so **you** can carry on with **your** journey, as long as the **insured vehicle** has been recovered by **us**. **You** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire.

**We** cannot guarantee that a vehicle with accessories like roof racks and tow bars will be available. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence. **We** will provide this cover as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help, or

#### RAIL

A standard-class rail ticket for **you** and one passenger, so **you** can carry on with **your** journey, or to get **you** home.

**We** will choose the most appropriate action from the options above.

#### REPLACEMENT RIDER

If following an accident or a **breakdown** involving the **insured vehicle you** can't ride it because **you** are ill or injured within the **territorial limit** and within the **period of insurance**, **we** can arrange and pay for a replacement rider to take **you**, the **insured vehicle** and one passenger to **your** home address in the UK.

#### MESSAGE SERVICE

**We** can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, an accident or an act of vandalism involving the **insured vehicle** within the **territorial limit** and within the **period of insurance**.

#### PARTS DELIVERY

If the parts needed to repair the **insured vehicle** are not available locally, **we** will arrange and pay for these parts to be delivered.

#### ACCIDENTS

**We** will come out to the **insured vehicle** if **you** can't ride it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

#### CLAIMS

**We** shall not be responsible for more than four claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

#### WHAT IS NOT COVERED UNDER SECTIONS 4 AND 5

**We** will not provide cover for the following:

- any costs **we** have not agreed to.
- any costs **you** would normally have to pay, such as petrol and toll charges.
- an **insured vehicle** which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an **insured vehicle** without a current MOT certificate (if one is needed) and valid road fund licence.
- the **insured vehicle** being used for any criminal act.
- anything to do with alcohol, drugs or solvent abuse.
- an **insured vehicle** if **you** call **us** out for a problem **you** have called **us** about before, but have not, in **our** opinion, tried to get the problem fixed since the last time **you** called **us** out.
- an **insured vehicle we** cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your** vehicle is stuck in sand or mud. If specialist equipment is needed to recover **your** vehicle, **you** will have to pay the extra cost.
- any release fees **you** have to pay if **your insured vehicle** is stolen and recovered by the Police.
- any loss or damage which is the result of the **breakdown**, accident or act of vandalism.
- mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if **you** ask someone to call **you** back on **your** mobile, **you** may still have to pay for the call. These costs are not covered under **your** policy in any circumstances.
- the cost or the quality of repairs when **your insured vehicle** is repaired in any garage to which the vehicle is taken.
- the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your** vehicle is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- the **insured vehicle** being used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from

- burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- claims arising from war, invasion, riot, revolution or a similar event.

### WHAT IS NOT COVERED

Any claim or any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

### WHAT TO DO IF YOU HAVE AN ACCIDENT OR A BREAKDOWN

- in the United Kingdom, call **us** on 0800 093 5318.
- in the Republic of Ireland, call **us** on 090 645 1972.
- outside the United Kingdom and Republic of Ireland, call **us** on 0044 1737 826 112.
- **our** operator will ask **you** for the following:
  - where **you** are.
  - **your insured vehicle** registration number.
  - the make and colour of **your** vehicle.
  - a telephone number **we** can contact **you** on.
  - details of what has happened.
- do not make **your** own arrangements.
- **you** and **your** passengers must be with the **insured vehicle** when the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.
- if **you** have a problem on a motorway outside the UK or the Republic of Ireland, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 826 112. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 0800 093 5318

### BREAKDOWN RECOVERY POLICY CONDITION

#### AUTHORISATION

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay no more than £100 for any one **breakdown** towards **your** preferred form of assistance.

#### USE OF YOUR PERSONAL DATA

Please read the paragraphs below, which define how **we** use information about **you** for the purpose of providing **you** with insurance services.

**We** appreciate the importance of the protection, confidentiality and security of **your** information.

#### PERSONAL INFORMATION

By purchasing this product, **you** agree that **we** and the insurer(s) may:

- disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

## 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:

Compliance and Risk Team  
Carole Nash Insurance Consultants Ltd  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU

By e-mail: [bikes@carolenash.com](mailto: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](mailto:complaints@lloyds.com)

#### IF YOUR COMPLAINT IS IN RELATION TO MOTORING LEGAL EXPENSES POLICY, PLEASE WRITE TO:

Quality Assurance Manager  
Motorplus Limited  
Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

By phone: 0333 241 9580

By fax: 01603 420010

#### IF YOUR COMPLAINT IS IN RELATION TO BREAKDOWN ASSISTANCE, PLEASE WRITE TO:

Quality Manager  
Inter Partner Assistance SA  
The Quadrangle  
106-108 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK

By e-mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

By phone: 01737 815 215

#### 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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Whilst **we** 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.

#### FINANCIAL SERVICES COMPENSATION SCHEME

**We**, Carole Nash and in relation to the Legal Expenses policy Ageas Insurance are covered by the Financial Services compensation scheme (FSCS). **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.

Further information about the scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the fscs at 10th floor, Beaufort House, 15 St. Botolph Street London EC3A 7QU or by phone on 0207 741 4100.



**CAROLE NASH**  
**The care it deserves**

**UK & EUROPEAN BREAKDOWN RECOVERY CARD**

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

In the UK call	0800 093 5318
In Ireland call	090 645 1972
In the rest of Europe call	0044 1737 826 112

## **UK & European Breakdown Recovery Card**



**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 Insurance Consultants Limited**

Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU.

Tel: 0800 298 5511  
Email: [bikes@carolenash.com](mailto:bikes@carolenash.com)  
Website: [www.carolenash.com](http://www.carolenash.com)



**Carole Nash offers one of the most comprehensive policies in the market as indicated by a Defaqto 5 Star Rating**

Carole Nash is a trading style of Carole Nash Insurance Consultants Ltd registered in England and Wales No 2600841.  
Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority.

CN\_UKBIKEPW\_01/16