

BMW Motorrad Insurance
Exclusively for the BMW rider



BMW Insurance



BMW Motorrad
Insurance

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Welcome to BMW Motorrad Insurance

The BMW Motorrad Insurance policy is designed to meet the needs of BMW motorcycle riders and is arranged by Devitt Insurance Services Limited, Insurance Brokers. Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP. Registered in England and Wales number 2438974. Devitt Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our FSA register number is 312328 and our permitted business is arranging contracts of General Insurance.

BMW Motorrad Insurance is underwritten by Allianz Insurance plc. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England number 84638. Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Their registration number is 121849.

The terms, exceptions and conditions of the policy are explained in the following pages.

As part of our service to customers Devitt Insurance Services Limited wish to ensure that you are fully aware of our Terms of Business. These will have been set out for you at the time that you took out the insurance and we undertake to advise you of any changes to the Terms of Business during the currency of the policy.

This policy forms part of your legal contract with your insurer and defines exactly what is provided with each level of cover. Please refer to your current policy schedule for confirmation of the level of cover you have chosen.

You should keep your policy documents in a safe place and make a note of your policy number so that it is available when you make any enquiries about your BMW Motorrad Insurance policy.

A Claims Helpline is provided to assist you if you have an accident and the contact number is:

Tel 0844 893 9607 (Please note that calls may be recorded)

Further details of 'Making a Claim' are also provided on page 2 of this policy. Please keep a note of this number.

If you have any queries about your insurance cover, please contact BMW Motorrad Insurance as follows:

Tel 0845 300 4504 (Please note that calls may be recorded)

Fax 0800 300 4723

Information

Making a claim

Legal procedures make it vital that you report any accident at once. Strict time scales have been set for dealing with claims, in particular those involving bodily injury. You should report any claim or incident likely to give rise to a claim as soon as possible. Failure to do so can affect Allianz's ability, as your insurer to mount the best defence on your behalf. If the delay is extreme, Allianz may refuse to cover you. In the event of an accident you must report it immediately. You can contact the Claims Helpline telephone number 0844 893 9607. Full details of the incident will be taken.

In case of an accident

If you have been involved in an accident and your motorcycle cannot be ridden, the Claims Helpline will look after your immediate needs, arranging:

- for your motorcycle to be recovered to an authorised BMW Motorrad Dealer for repair or to an alternative approved repairer, if desired.
- to deal with any immediate concerns you may have, such as contacting those who need to know that you have been involved in an accident.

Important

When telephoning the Claims Helpline, please have your policy number ready (as shown on your policy schedule and Certificate of Motor Insurance). This will enable the Helpline team to act quickly. The Claims Helpline number is:

Tel **0844 893 9607**

Legal Advice Helpline

Your **policy** includes access to telephone legal advice 24 hours a day, 365 days a year on any personal legal matter, whether you have a claim or not. We may record the calls for your and our mutual protection and our training purposes. The advice you get will always be according to the laws of the United Kingdom.

When you call for advice please confirm that you are a BMW Motorrad Insurance policyholder. You will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

The legal advice helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc.

Legal Advice Helpline: **0844 2090 843**

Travelling abroad

If you take your motorcycle abroad

A 'Green Card' is an International Certificate of Motor Insurance, required as proof of motor insurance cover by countries outside of the policy Territorial Limits.

All countries within the policy's Territorial Limits have agreed that a 'Green Card' is not necessary for cross border travel. Your Certificate of Motor Insurance therefore provides sufficient evidence that you are complying with the relevant laws on the compulsory insurance of motor vehicles in any of the countries within the policy's Territorial Limits that you visit.

There is no cover for countries outside the Territorial Limits. Your insurer may, however, be prepared to cover countries outside the Territorial Limits on request, in which case an additional premium will be required by your Insurer for the extension of policy cover and we will provide you with a Green Card.

Please refer to Section 9 of the policy wording for further information.

Driving and Licensing Information

With effect from the 1st January 1997, there are specific requirements for the holding of a motorcycle driving licence. We will be pleased to help you if you are uncertain about your entitlement, but it is your responsibility to make sure you have the appropriate licence for the motorcycle you wish to insure. This is our understanding of the licensing position at the time of printing this policy.

Compulsory Basic Training (CBT)

Compulsory Basic Training (CBT) and the Theory Test are the qualifications you need to be able to ride a moped and/or motorcycle on the Public Highway or in any other public place. (If you hold a car licence, please see overleaf).

Motorcycle

A mechanically propelled two-wheeled vehicle, with an engine capacity exceeding 50cc, with or without a sidecar or trailer attached is classed as a motorcycle. A three-wheeled vehicle, having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a motorcycle.

Moped

A moped is a mechanically propelled two-wheeled vehicle with a maximum design speed not exceeding 50kmh (approx 31 mph) and has an engine capacity which does not exceed 50cc. If first used before 1st August 1977, pedals must also be capable of moving it.

Licences

Provisional moped licence

You must be at least 16 years old and hold a valid CBT certificate. You can ride a moped with L-plates.

Full moped licence

You must be at least 16 years old and have passed both Theory and Practical tests. You can ride a moped and, if you are 17 or over, you can also ride a learner motorcycle (up to 125cc) with L-plates.

Provisional licence with motorcycle entitlement

You must be 17 or older and hold a valid CBT certificate. The licence is only valid for two years. You can ride a learner motorcycle (up to 125cc) with L-plates.

Light motorcycle licence – A1

You must have passed both Theory and Practical tests on a motorcycle between 75cc and 125cc. You are allowed to ride motorcycles up to 125cc with a power output up to 11kW (14.6bhp).

Standard motorcycle licence – A

You must have passed both Theory and Practical tests on a motorcycle between 120cc and 125cc. For the first two years from the date of issue of the licence, you are allowed to ride motorcycles up to 25kW (33bhp) or a power/weight ratio not exceeding 0.16kW/kg. After two years, you can ride any motorcycle.

Automatics

If you pass the test on automatic or semi-automatic motorcycles, you will only be licensed to ride this type of machine.

Direct and Accelerated Access

These options allow you, if aged 21 or over, or if you reach the age of 21 during the initial two year period that a Standard A motorcycle licence has been held, to receive tuition on a motorcycle that exceeds 25kW (33bhp), under approved supervision. You must take a test on a motorcycle with a power output of at least 35kW (46.6 bhp) and although you will revert to learner status while practising, test failure will not affect your existing licence.

If you pass the Direct or Accelerated Access test you will be granted a Full Standard A motorcycle licence and the two-year qualifying period will no longer apply. You can ride a motorcycle of any capacity.

Car licence

- If you obtained a full car licence prior to 1st February 2001, you are automatically entitled to ride a moped without L-plates and are allowed to carry a pillion passenger. Holding a valid CBT certificate is not compulsory but the Driving Standards Agency recommends that you take the preliminary course.
- If you obtained a full car licence on or after 1st February 2001, entitlement is provided to ride a moped but only after completing CBT. You are then entitled to ride a moped without L-plates and are allowed to carry a pillion passenger.
- Irrespective of the date a full car licence is obtained, provisional entitlement is provided to ride a learner motorcycle (up to 125cc) with L-plates but only after completing CBT).

Motorcycle Policy Definitions

To save lengthy repetition wherever the following words or phrases occur, they will have these meanings:

Accessories – Additional or supplementary parts of **your motorcycle** that have been fitted after its manufacture and are not directly related to its function as a **motorcycle**. These include radios that form an integral part of the **motorcycle**, top boxes, tank bags and other luggage carriers while fitted to **your motorcycle**.

Certificate of Motor Insurance – A document that **you** must have as evidence that **you** have the minimum motor insurance needed by law. It shows who can ride **your motorcycle**, what purposes it can be used for and whether **you** are permitted to ride other **motorcycles**.

Wherever the expression **Certificate of Motor Insurance** is used in this contract, it means the certificate that is currently in force and not one that has been withdrawn or has ceased to be valid.

Courtesy motorcycle – A BMW **motorcycle** loaned to **you** by an authorised BMW Motorrad Dealer for the purpose of service or repair.

Endorsement/Endorsements – Changes in the **terms**, exceptions and conditions of your **policy** which are printed on or attached to your current **policy schedule**.

Excess – The amount of any claim you will have to pay if **your motorcycle** is lost, stolen or damaged.

Fire – Fire, self-ignition, lightning and explosion.

Insurer/your insurer/their/them/they – Allianz Insurance plc, underwrites this **policy**.

Market value – The cost of replacing **your motorcycle** with one of a similar type and condition.

Motorcycle – A mechanically propelled two-wheeled vehicle, with or without a sidecar or **trailer** attached. A three-wheeled vehicle, having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 18 inches apart shall also be classed as a **motorcycle**.

Period of insurance – The normal period of time covered by this **policy** as shown in the **policy schedule** and any further period for which your **insurer** agrees to insure **you**.

Permitted riders – Any person permitted to ride as described under the section of your current **Certificate of Motor Insurance** headed 'Persons or classes of persons entitled to drive'

Policy – The **policy** booklet, **policy schedule**, **proposal form/statement of fact** and **Certificate of Motor Insurance**, forming the Contract of Insurance.

Policy schedule – The details of **you**, **your motorcycle** and the insurance protection provided to **you** by the **insurer**.

Proposal form/Statement of fact – The document recording the statements made and information provided by or for **you** when **you** apply for cover.

Terms – All **terms**, exceptions, conditions and limitations which apply to the **policy**.

Territorial Limits – Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Croatia, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino and the Vatican City, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Test Ride motorcycle – A BMW **motorcycle** loaned to you by an authorised BMW Motorrad Dealer for the purpose of test riding.

Theft – **Theft** or attempted **theft**.

The insured/you/policyholder – The person or persons described as **the insured** in the **policy schedule**.

Trailer – Any form of **trailer** which has been specifically built to be towed by a **motorcycle**.

We/us/BMW Motorrad Insurance – Devitt Insurance Services Limited, Insurance Brokers, who arrange **BMW Motorrad Insurance**. Devitt Insurance Services Limited are authorised and regulated by the Financial Services Authority.

Your motorcycle/insured motorcycle – Any **motorcycle** described in the **policy schedule** and any other **motorcycle** for which the details have been supplied to **us** and a **Certificate of Motor Insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** and remains effective.

Motorcycle Policy Cover

Operative sections

Comprehensive

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 are operative

Third Party Fire and Theft

Section 1 is operative only in respect of loss or damage caused directly by **fire** or **theft**.

Sections 2, 3, 4, 5, 6, 7, 8, 9 and 12 are operative

Contract of insurance

The **policy** is a contract between **you** and the **insurer**. This **policy** describes the insurance cover provided during the **period of insurance you** have paid for, or have agreed to pay for, and for which the **insurer** has accepted the premium. For the contract to be valid, all the information **you** have given must be true and complete to the best of your knowledge and belief, otherwise your **policy** may not protect **you** in the event of a claim.

This **policy** booklet, the **proposal form/statement of fact**, the **policy schedule** and the **Certificate of Motor Insurance** form your **policy** and should be read together. Your **policy** is proof of the contract between **you** and the **insurer**.

How to read your policy

This **policy** must be read as a whole. The General Exceptions and General Conditions appearing on pages 24-27 apply to each section of the **policy**.

Cooling off period – Rights of cancellation

You may cancel this **policy** within 14 days of the date you receive it, or the start date of the **period of insurance**, whichever is later. This is a statutory cooling off period. **You** can do this by returning all your documents to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex RM1 3PP (including the **Certificate of Motor Insurance**). **We** will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a claim involving the total loss of **your motorcycle** has been made during that period.

If **you** do not exercise your right to cancel your **policy** within the statutory cooling off period, it will continue in force.

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your **policy**.

Governing Law

Unless the **Insurer** agrees otherwise:

- a) the language of the **policy** and all communications relating to it will be English
- b) English law will apply to this contract of insurance

Section 1 – Loss of or damage to your motorcycle

Loss of or damage to your motorcycle

If **your** motorcycle is lost, stolen or damaged, **your insurer** will, at **their** option:

- pay for **your motorcycle** to be repaired; or
- replace **your motorcycle**; or
- pay for the amount of the loss or damage.

The same cover also applies to **accessories** and spare parts relating to **your motorcycle** while these are on **your motorcycle**.

The maximum amount **your insurer** will pay will be the **market value** of **your motorcycle** but not exceeding your estimate of value shown in **their** records.

If, to the knowledge of the **insurer**, **your motorcycle** is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **your insurer**.

Accident recovery

If **your motorcycle** is disabled through loss or damage insured under this **policy**, **your insurer** will pay:

- the reasonable cost of protection and removal of **your motorcycle** to an authorised BMW Motorrad Dealer.
- the reasonable cost of delivery to you after the repair but not exceeding the reasonable cost of transporting **your motorcycle** to your address in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Excesses

If **your motorcycle(s)** (including the **motorcycle's accessories** and spare parts) is/are lost, stolen or damaged, you will have to pay the first part of any claim.

Your **policy schedule** will indicate the compulsory **excess(es)** applicable to your **motorcycle(s)**.

All **excesses** are cumulative and **you** should pay careful attention to the **policy schedule** and any additional **endorsements** to establish the amount **you** will need to contribute in the event of a claim.

Section 1 – Loss of or damage to your motorcycle contd . . .

Exceptions to Section 1

Your policy does not cover the following:

1. Depreciation, wear and tear and any mechanical, electrical, electronic or computer faults, failures, malfunctions or breakdowns.
2. Loss of use or other indirect loss.
3. Damage to tyres caused by braking or by punctures, cuts or bursts.
4. Loss of or damage to **accessories** and spare parts by **theft** if **your motorcycle** is not stolen at the same time.
5. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
6. Loss or damage to helmets and protective clothing greater than the cover provided by Section 7 of this **policy**.
7. Loss of value following repair.
8. Loss or damage arising from **theft** whilst the ignition keys of **your motorcycle** have been left in or on **your motorcycle**.
9. Loss or damage if **your motorcycle** is confiscated or destroyed by, or under the order of, any government or public or local authority.

Section 2 – Liability to Third Parties

Your liability to third parties

Your insurer will insure **you** in respect of all sums which **you** may be required to pay by law arising from death or injury to third parties, or damage to their property as a result of an accident caused by:

- **your motorcycle;**
- any other **motorcycle** ridden by **you** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man which does not belong to **you** or is not hired to **you** under a hire purchase or leasing agreement, provided that your current **Certificate of Motor Insurance** indicates that **you** can ride such **motorcycle**, is not a **motorcycle** which has been seized by, or on behalf of, any government or public or local authority and there is a current and valid **policy** of insurance in force for the vehicle being driven under this section;
- any **trailer** while it is being towed by **your motorcycle**, subject to:
 - the **trailer** being properly secured to **your motorcycle** by towing equipment manufactured for the purpose; and/or
 - the method of towing staying within the manufacturers recommended towing limits and any other relevant law.

Your insurer will also pay any expenses for which **you** have **their** written authority to claim.

Liability of other persons riding or using your motorcycle

Your insurer will also insure the following persons under this section in respect of all sums which **they** may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person **you** give permission to ride your motorcycle provided that your **Certificate of Motor Insurance** allows that person to ride;
- any person **you** give permission to use (but not ride) **your motorcycle** but only whilst it is being used for social, domestic and pleasure purposes.

Indemnity to legal personal representatives

In the event of the death of anyone insured under this section, **your insurer** will protect his/her legal personal representatives against any liability of the deceased persons, if that liability is insured under this section.

Section 2 – Liability to Third Parties contd . . .

Legal costs

Your insurer will pay for:

- solicitors fees if anyone **they** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction;
- legal services up to an amount not exceeding £1,000 to defend anyone **they** insure under this section in the event of proceedings being instigated for manslaughter or reckless or dangerous driving causing death, provided that at the time of the occurrences the person **they** insure is 21 years of age or more.

Your insurer will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 2

The cover under this section will not apply:

1. If any person insured under this section fails to observe the **terms**, exceptions and conditions of this **policy** as far as they can apply.
2. If any person insured under this section has other insurance covering the same liability.
3. To death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts.
4. To loss of or damage to property belonging to or in the care of anyone insured under this **policy** who claims under this section, nor to property being conveyed by **your motorcycle**.
5. In respect of damage to any **motorcycle, trailer** or property where cover in connection with the use or riding of that **motorcycle** is provided by this section.
6. To any liability caused by acts of terrorism as defined in the Terrorism Act 2000 except where such liability is required to be covered by the Road Traffic Acts.
7. To any liability for more than £20,000,000 for damage to property and £5,000,000 for legal expenses and costs for any claim or series of claims (including any indirect loss or damage) caused by one event.

Section 3 – Payments made under compulsory insurance regulations and rights of recovery

If the law of any country in which this **policy** operates requires **your insurer** to settle a claim which, if this law had not existed, **they** would not be obliged to pay, **your insurer** reserves the right to recover such payments from **you** or from the person who incurred the liability.

Section 4 – Emergency treatment

Your insurer will reimburse any person using any **motorcycle** which is covered under this **policy** for payments made under the Road Traffic Acts for emergency treatment. A payment under this section will not prejudice your No Claim Discount.

Section 5 – No Claim Discount

If **you** do not make a claim under your **policy**, your renewal premium will be reduced in accordance with the scale applicable at such time with **your insurer** (BMW Motorrad Insurance can tell **you** what the current scale is).

The No Claim Discount is applied to the **policy** premium as a whole (excluding any flat rate premiums) and in the event of a claim, the discount will be reduced in accordance with the table shown below, regardless of the number of **motorcycles** insured under the **policy** and which **motorcycle** was involved.

If **you** have four or more years No Claim Discount it will not be reduced unless **you** have more than one claim in the **period of insurance**.

No Claim Discount is not earned under a **policy** issued and in force for less than 12 months. Please note that this is no guarantee that your premium will not rise.

Number of years No Claims Discount at the start of the period of insurance	No Claim Discount entitlement at the next renewal date of following:		
	1 Claim	2 Claims	3 Claims
4 or more years	No Reduction	2 years	Nil
3 years	1 year	Nil	Nil
2 years	Nil	Nil	Nil
1 year	Nil	Nil	Nil

Section 6 - Death benefit

If **you** or your husband, wife or civil partner are accidentally injured while travelling on or getting onto or off **your motorcycle** and this injury alone within three calendar months results in death, **your insurer** will pay **you** or your legal representative £5,000.

The most **your insurer** will pay in any one **period of insurance** is £5,000.

Exceptions to Section 6

The cover under this section will not apply:

1. to any injury or death resulting from suicide or attempted suicide.
2. if at the time of an accident, **you** or your husband, wife or civil partner is driving under the influence of alcohol or drugs or any other substance and this is an offence under the driving laws of the country in which the accident happened.

Section 7 - Clothing and personal belongings

Your insurer will pay for loss of, or damage to, crash helmets, clothing and personal belongings if they are lost or damaged because of an incident for which **you** are making a claim under Section 1 - Loss of or Damage to your Motorcycle.

The most **your insurer** will pay for any one incident is £1,000.

If **you** ask **your insurer** to pay someone else, they will have no further responsibility to **you** once they have done so.

Exceptions to Section 7

The cover under this section will not apply:

1. to loss or damage to money, credit or debit cards, stamps, tickets, vouchers, documents, securities, or to goods or samples carried in connection with any trade or business.
2. to loss or damage to property insured under any other **policy**.
3. to **theft**, unless the **motorcycle** is stolen at the same time.
4. unless **you** take all reasonable steps to protect your crash helmet, clothes or personal belongings from loss or damage.

Section 8 – Track days

Use on motor sport circuits is permitted whilst **your motorcycle** is being used in connection with any track day event arranged by BMW (UK) Limited, BMW AG (or any of its subsidiaries) or an authorised BMW Motorrad Dealer.

Section 9 - Travelling abroad – compulsory insurance requirements

In compliance with EU directives this **policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union;
- any country where the United Kingdom have signed the Multilateral Agreement to provide the equivalent minimum Road Traffic Acts cover of that country relating to civil liabilities arising from the use of a motor vehicle.

NB: The relevant countries change from time to time. **BMW Motorrad Insurance** can tell **you** the current list of eligible countries.

In addition to this minimum cover, the **policy** provides the cover shown in the **policy schedule** in any country in the **Territorial Limits**, subject to:

- **your motorcycle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- use of **your motorcycle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature and not exceeding 92 days in any one trip.

Cover includes:

- transit by sea, air or rail in or between countries within the **Territorial Limits**;
- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **Territorial Limits**, subject to your liability arising as a direct result of a claim covered under this **policy**;
- General Average contributions, Salvage charges and Sue and Labour charges whilst **your motorcycle** is being transported by sea within any countries within the **Territorial Limits**, provided that **your motorcycle** is covered for loss or damage under this **policy**.

Section 10 - Test Ride motorcycle

Under Section 1 – Loss of or Damage to Your Motorcycle and Section 2 – Liability to Third Parties, **your insurer** will extend cover to include riding by **you** of a **Test Ride motorcycle** whilst this is loaned to **you** by an authorised BMW Motorrad Dealer.

You will be responsible for the first £300 of any claim under Section 1 of the **policy**.

Section 11 - Courtesy motorcycle

Under Section 1- Loss of or damage to Your Motorcycle and Section 2 – Liability to Third Parties – **your insurer** will extend cover to include riding by **you** of a **courtesy motorcycle** for a period of 2 days whilst this is loaned to **you** by an authorised BMW Motorrad Dealer as a result of the **motorcycle** described in your **policy** schedule being repaired or serviced.

You will be responsible for the first £300 of any claim under Section 1 of the **policy**.

Section 12 – Legal Expenses

How to make a claim

To make a claim on this section of your **BMW Motorrad Insurance policy** please call the claims phone number shown in the Making a claim section of your **policy**. When **you** call, **you** will be asked for full details of the road accident. Please confirm that you are a **BMW Motorrad Insurance** policyholder.

You must not appoint a solicitor yourself. If **you** have already seen a solicitor before **your insurer** has accepted your claim, **your insurer** will not pay any fees or other expenses that **you** have incurred. If your claim is covered, **your insurer** will appoint the **legal representative** that **your insurer** has agreed to in your name and on your behalf and will only start to cover the costs from the time **your insurer** has accepted the claim and appointed the **legal representative**.

For the purposes of this section the words below have the following meaning, wherever they appear in this **policy** section and are in addition to, or modify for the purpose of this section, the Motorcycle Policy Definitions on pages 6 - 7.

CCL

CCL Vehicle Rentals Ltd, who manage claims under section 12a of this **policy** section on behalf of the **insurer**. Their address is:

CCL Vehicle Rentals Ltd
35 Black Moor Road
Verwood
Dorset BH31 6YS
United Kingdom

Costs – Your insurer will pay the following on your behalf:

- The professional fees and expenses reasonably and properly charged by the **legal representative**, on a **standard basis**, up to the standard rates set by the courts, which **you** cannot recover from your opponent.
- Your opponent's **costs** in civil cases which **you** are ordered to pay by a court or which **you** pay to your opponent with the **insurer's** written agreement.

Your insurer will only pay **costs** which **your insurer** consider are necessary and in proportion to the value of your claim.

Your insurer will only start to cover the **costs** from the time **your insurer** has accepted your claim and appointed the **legal representative**.

The most **your insurer** will pay for all claims arising out of any one road accident is £100,000.

Legal representative – CCL, the solicitor or other person appointed with **your insurer's** agreement under this **policy** section to represent **you**. At any time before **your insurer** agrees that legal proceedings need to be issued, **your insurer** will choose the **legal representative**.

You can only choose the **legal representative** if **your insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**.

You must send the name and address of your chosen **legal representative** to **your insurer**. If **your insurer** agrees to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **your insurer** would have appointed **your insurer's** chosen **legal representative**. **Your insurer** may decide not to accept your choice of **legal representative**. If **your insurer** does not agree with your choice, the matter will be settled using the disputes procedure detailed in Condition 6 Disputes of this **policy** section.

When choosing the **legal representative**, **you** must remember your duty to keep the **costs** of any legal proceedings as low as possible.

Standard basis – the assessment of **costs** which are proportionate to your claim.

Insurer / your insurer – Allianz Legal Protection, part of Allianz Insurance plc.

Section 12a – Accident loss recovery

What is covered by section 12a

Your insurer will pay the **costs** of **CCL** who will try to recover your loss or losses for damage to **your motorcycle** or damage to property which **you** own or are legally responsible for and which is on or in **your motorcycle** from **your** opponent following a road accident.

CCL will try to recover your loss or losses as long as:

- the claim is not covered under any other insurance policy;
- the road accident happened within the **Territorial Limits** and within the **Period of insurance**;
- there is a reasonable chance of recovering your loss or losses from your opponent at all times.

CCL will not try to recover your loss or losses if:

- **you** are also claiming damages for your death or bodily injury arising out of the same road accident;
- **your insurer** agrees that legal proceedings need to be issued;
- a conflict of interest arises which means that **CCL** cannot act for **you**; or
- at any other time **your insurer** agrees to appoint another **legal representative**.

Section 12b – Legal Expenses

What is covered by section 12b

Your insurer will pay the **costs your insurer** has agreed to of **you** taking legal action against your opponent as a result of any road accident which causes the following:

- your death or bodily injury while **you** are on, or getting onto or off of **your motorcycle**;
- damage to **your motorcycle**;
- damage to property which **you** own or are legally responsible for and which is in or on **your motorcycle**.

Your insurer will provide this cover as long as:

- the claim is not covered under any other insurance **policy**;
- the road accident happened within the **Territorial Limits** and within the **Period of insurance**;
- the claim will be decided by a court within the **Territorial Limits**; and
- **you** have a reasonable chance of successfully recovering damages, at all times.

What is not covered under sections 12a and 12b

- 1 Any claim arising out of a contract **you** have with another person or organisation.
- 2 A claim for an event which is not covered under **your** current **motorcycle** insurance **policy**.
- 3 Any road accident that **you** were aware of, or should reasonably have been aware of, before cover under this **policy** section started.
- 4 Any claim which **you** report more than 6 months after the road accident.
- 5 **Your motorcycle** being used for racing, rallies or competitions. This does not apply to any claim arising out of an event covered under section 8 of this **policy**.
- 6 Disputes between **you** and **your insurer** or **you** and **CCL**.
- 7 **Costs your insurer** has not agreed to in writing.
- 8 Any **costs** incurred before **your insurer** has accepted your claim in writing.
- 9 **Costs you** have paid directly to the **legal representative** or any other person without **your insurer's** permission.
- 10 Any VAT which **you** can recover from elsewhere.
- 11 Any claim which happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- 12 Any fines or penalties awarded against **you**.
- 13 An application for a judicial review.
- 14 Any claim where **you** do not have a valid:
 - **motorcycle** insurance **policy**;
 - road fund licence or MOT certificate for **your motorcycle** where this is required by law.

Conditions

If **you** do not keep to the conditions, **your insurer** will have the right to refuse any claim and withdraw from any current claim.

1 You must:

- a give **your insurer** written details of your claim along with any other supporting information relevant to the claim that **your insurer** asks for and that **you** have in your possession or could reasonably be expected to have in your possession;
- b make your claim within six months of the date of the road accident;
- c not appoint a **legal representative**;
- d follow the **legal representative's** advice and provide any information relevant to your claim that he or she asks for and that **you** have in your possession or could reasonably be expected to have in your possession;
- e take every reasonable step to recover **costs** and pay them to **your insurer**;
- f get **your insurers** written permission before making an appeal;
- g take every reasonable step to ensure that the **legal representative** keeps to Condition 2 below.

2 The legal representative must:

- a get **your insurers** written permission before instructing a barrister or expert witness;
- b tell **your insurer** if, at any stage, there is no longer a reasonable chance of getting damages back or getting any other solution that **your insurer** agrees to;
- c tell **your insurer** immediately if **you** or your opponent make a payment into a court or any offer to settle the matter;
- d report the result of the claim to **your insurer** when it is finished.

3 Your insurer will have the right to:

- a take over and conduct, in your name, any claim or proceedings;
- b settle a claim by paying the amount in dispute;
- c appoint the **legal representative** in your name and on your behalf;
- d have any legal bill audited or assessed;

Conditions contd . . .

- e contact the **legal representative** at any time and have access to all statements, opinions and reports relating to the claim;
- f end your claim if, during the course of the claim, **your insurer** thinks there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than **your insurer** expected, **your insurer** will pay your reasonable **costs**;
- g settle the **costs** covered by this section of your **policy** at the end of the claim;
- h end your claim and recover any **costs** from **you** which **your insurer** has already paid or agreed to pay if:
 - the **legal representative** reasonably refuses to continue acting for **you** because of any unreasonable act or failure to act by **you**; or
 - **you** unreasonably withdraw your claim from the **legal representative** without **your insurer's** agreement; and
 - **your insurer** does not agree to appoint another **legal representative** to continue your claim.

4 Your agreements with others

Your insurer will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

5 Choosing the legal representative

At any time before **your insurer** agrees that legal proceedings need to be issued, **your insurer** will choose the **legal representative**.

You can only choose the **legal representative** if **your insurer** agrees that legal proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**.

You must send the name and address of your chosen **legal representative** to **your insurer**. If **your insurer** agrees to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **your insurer** would have appointed their chosen **legal representative**. **Your insurer** may decide not to accept your choice of **legal representative**. If **you** and **your insurer** do not agree with your choice, the matter will be settled using the procedure in Condition 6 Disputes.

When choosing the **legal representative**, **you** must remember your duty to keep the **costs** of any claim or legal proceedings as low as possible.

6 Disputes

If there is a dispute between **you** and **your insurer**, the matter may be referred to an arbitrator, who **you** and **your insurer** agree to. If **your insurer** and **you** 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 **your insurer**, the arbitrator will decide how **you** and **your insurer** will share the costs.

7 Notices

Every notice which needs to be given under this **policy** section must be given in writing.

If **you** give **your insurer** notice, **you** must send it to their address.

If **your insurer** gives **you** notice, **your insurer** must send it to your last known address.

Your **insurer's** address in respect of this **policy** section is:

Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom

General Exceptions applicable to All Sections

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any **motorcycle** insured under this **policy** is being:
 - used otherwise than for the purposes described under the 'Limitations as to use' section of your **Certificate of Motor Insurance**;
 - ridden by any person other than as described under the section of your **Certificate of Motor Insurance** headed 'Persons or classes of persons entitled to drive' except that cover will not be withdrawn:
 - if the injury, loss or damage was caused as a result of **your motorcycle** being stolen or having been taken without your consent or other lawful authority;
 - if the person riding does not have a driving licence and **you** had no knowledge of such deficiency.
 - ridden by **you** unless **you** hold a licence to ride **your motorcycle** and are not disqualified from holding or obtaining such a licence;
 - ridden by anyone else with your general consent who, to your knowledge, does not have a licence to ride **your motorcycle**, or is disqualified from holding or obtaining such a licence;
 - ridden by, or is in the charge of for the purpose of being ridden by any person to whom **your motorcycle** has been hired.
2. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
3. Any loss, damage, liability, expense or bodily injury which is directly or indirectly caused by, contributed to or arising from:
 - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or its nuclear parts.
4. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury, loss or damage (except under Section 2) arising during or in consequence of:
 - earthquake;
 - riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands. This exception will not operate if you can prove that an accident, injury, loss or damage was not caused by any of these events.
6. Any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **period of insurance**.
7. To any loss, damage, injury or death occurring whilst **your motorcycle** is being used in the part of an aerodrome or airport provided for the take off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts.

General Conditions applicable to All Sections

You must comply with the following conditions to have the full protection of your **policy**. If **you** do not comply with them **your insurer** may cancel the **policy** or refuse to deal with your claim or reduce the amount of any claim payment.

Claims procedure

1. As soon as reasonably possible after any accident, injury, loss or damage, **you** or your legal representatives must give **your insurer** full details of the incident. Any communication you receive about the incident should be sent to **your insurer** immediately. **You** or your legal personal representatives must also let **your insurer** know immediately if anyone insured under this **policy** is to be prosecuted as a result of the incident or if there is to be an inquest or there has been a fatal accident.
2. **You**, or anyone else claiming under this **policy** must not admit to any claim, promise any payment or refuse any claim without the written consent of **your insurer**. If **your insurer** wants to, **they** can take over and conduct in your name, or in the name of the person claiming under the **policy**, the defence or settlement of any claim or take proceedings for **their** own benefit to recover any payment **your insurer** has made under this **policy**. **Your insurer** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this **policy** shall give **your insurer** all the information and assistance necessary for **them** to achieve a settlement.

Cancellation

3. **You** may cancel this **policy** within 14 days of the date **you** receive it, or the start date of the **period of insurance**, whichever is later. This is a statutory cooling off period. **You** can do this by returning all your documents (including the **Certificate of Motor Insurance**) to Devitt Insurance Services Limited, North House, St Edwards Way, Romford, Essex RM1 3PP. **We** will return any premium paid less a pro rata charge for the number of days for which cover has been given. The full annual premium is due if a total loss claim has been made during that period.

If **you** do not exercise your right to cancel your **policy** within the statutory cooling off period, it will continue in force.

If **you** wish to cancel your **policy** after the initial 14 day cooling off period **you** will receive a refund in premium, less a pro rata charge for the number of days for which cover has been provided. However, no refund will be due if **you** have made a claim on your **policy** during the current **period of insurance**.

NB: A cancellation will only become effective from the date **BMW Motorrad Insurance** receive the return of the current **Certificate of Motor Insurance** or a Statutory Declaration, if **you** have lost the **Certificate of Motor Insurance**.

Your insurer or **BMW Motorrad Insurance** may cancel this **policy** by sending not less than 7 days notice to your last known address (and in the case of Northern Ireland, also to the Department of the Environment, Northern Ireland). **Your insurer** will calculate the premium for the period **they** have been insuring you (on a pro rata basis) and refund any balance.

General Conditions applicable to All Sections contd . . .

Other Insurance

4. If at the time of any claim arising under this **policy** there is any other insurance **policy** covering the same loss, damage or liability, **your insurer** will only pay **their** share of the claim.

This provision will not place any obligation upon **your insurer** to accept any liability under Section 2 that **they** would otherwise be entitled to exclude under Exception 1 to Section 2.

Your duty to prevent loss or damage

5. **You** shall at all times take all reasonable steps to safeguard **your motorcycle** from loss or damage. **You** shall maintain **your motorcycle** in efficient condition and **your insurer** shall have, at all times, free access to examine such **motorcycle**.

Premiums payable by Instalments

6. If **you** are paying your premium in instalments and **you** miss a payment, **your insurer** will cancel your cover. **You** will be given seven days' notice prior to cancellation. **You** must then return the **Certificate of Motor Insurance**.

Your duty to comply with policy conditions

7. The provision of insurance under this **policy** is conditional upon **you** observing and fulfilling the **terms**, provisions, conditions and **endorsements** of this **policy**.

General Conditions applicable to All Sections contd . . .

Fraud

8. **You** or any person acting for **you** must not act in a fraudulent manner. If **you** or anyone acting for **you**:
- makes any claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
 - makes any statement in support of any claim knowing the statement to be false in any respect; or
 - submits any document in support of any claim knowing the document to be forged or false in any respect; or
 - makes any claim in respect of any loss or damage caused by your willful act or with your connivance;
- then **your insurer**:
- will not pay the claim;
 - may at **their** option cancel the **policy**;
 - may recover from **you** the amount of any claim paid in relation to the incident;
 - will not make any return of premium;
 - may inform the police of the circumstances.

Parties to this contract

9. The parties to this contract of insurance are **you** and the **insurer**. No one else has any rights they can enforce under this contract except those they have under the Road Traffic Acts.

Data Protection Act

10. Please refer to the Data Protection notice within your **policy** documentation, which contains important information about the use of your personal details.
- Please make sure that you read the Data Protection notice carefully.

By taking out this insurance **policy**, **you** confirm that your personal details may be used in this way. As the terms of the Data Protection notice will also apply to anyone else insured under your **policy**, **you** should also show the Data Protection notice to anyone else whose name **you** have given **us** in connection with your **policy**.

Complaint Procedures, Regulation & Compensation

Complaint Procedures

It is intended that **you** receive a first class standard of service from both **your insurer** and **BMW Motorrad Insurance**. However, there may be occasions when **you** feel that this has not happened. Should **you** have a complaint regarding this insurance, please contact **BMW Motorrad Insurance** or **your insurer**.

If your complaint is about BMW Motorrad Insurance

To contact **BMW Motorrad Insurance**, **you** should ring 0800 032 0590 prior to taking out cover and 0845 300 4504 after **you** have taken out cover.

Alternatively write to **us**, giving details of your complaint to the address below.

Customer Satisfaction Manager
BMW Motorrad Insurance
Devitt Insurance Services Limited
North House
St Edwards Way
Romford
Essex RM1 3PP

Please always quote your reference number and/or your **policy** number.

If your complaint is about your insurer

If your complaint is not about the sale of this **policy** please contact **your insurer's** Customer Satisfaction Manager at the following address and they will respond to **you** directly.

Allianz Insurance plc
2530 The Quadrant
Aztec West
Almondsbury
Bristol BS32 4AW.
Telephone: 0800 072 4760
Email: allianzretailcomplaints@allianz.co.uk

Please quote your **policy** number and/or claim number.

If a final response letter has not been sent to **you** within eight weeks, or if **you** have received a final response letter and **you** are still not satisfied with the answer, **you** may approach the Financial Ombudsman Service (FOS). Their address and telephone number is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SP

Telephone 0300 123 9 123

Taking any of the above actions will not affect your right to take legal action.

Regulation and Compensation

Your insurer and Devitt Insurance Services Limited are authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms and can be visited at www.fsa.gov.uk. Alternatively they can be contacted on **0845 606 1234**.

If Devitt / Allianz is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Claims Helpline **0844 893 9607**

If you have any queries about your insurance cover, please contact BMW Motorrad Insurance:

Tel **0845 300 4504**

Fax **0800 300 4723**

BMW Insurance

**BMW Motorrad
Insurance**



BMW Motorrad Insurance is arranged by Devitt Insurance Services Limited, Insurance Brokers.
Registered Office: North House, St Edwards Way, Romford, Essex RM1 3PP.
Registered in England and Wales number 2438974. BMW Motorrad Insurance is underwritten by Allianz Insurance plc.
Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.
Registered in England number 84638. Devitt Insurance Services Limited and Allianz Insurance plc are authorised and regulated by the Financial Services Authority.