

## CERTIFICATE OF INSURANCE

This Policy is evidence of a contract solely between **you** ( **your** name is specified in the Schedule) and **us** (Ageas Insurance Company Limited). The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this Policy in favour of any third party.

All information supplied to **us** by **you** or on **your** behalf is deemed to be incorporated into and will form the basis of the contract between **us**

If **you** agree to pay the premium and any taxes due and **we** agree to accept them, then **we** agree to provide cover to **you** in the terms set out in this Policy during the period of insurance specified in the Schedule.

Certain words and phrases in this Policy are defined and whenever they are used they will have the same meanings as given below. To help **you** identify them **we** have printed them in **bold** print.

On behalf of Ageas Insurance Company Limited



Francois-Xavier Boisseau  
Chief Executive Officer  
Ageas Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London EC3N 2LB

## YOUR COVER

If **you** suffer **bodily injury** as a result of an accident within the United Kingdom or Northern Ireland whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the **period of insurance** and which within 104 weeks of the date of the incident solely and independently of any other cause results in **your**

1. Death
2. permanent total disablement
3. loss of sight
4. loss of limb or limbs
5. loss of speech
6. loss of hearing
7. loss of jaw
8. permanent partial disability

**We** will pay **you** the applicable benefit as specified in the Table of Benefits shown in the Schedule.

If more than one benefit is payable for injuries **you** sustain in a single incident that gives rise to a claim the maximum total amount **we** will pay for all benefits is as shown in the Special Condition in the Schedule.

If **you** are **hospitalised** as a direct result of **bodily injury** sustained as a result of an accident within the United Kingdom or Northern Ireland whilst legally riding or mounting or dismounting or while undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the period of insurance **we** will pay **you** the hospitalisation benefit shown in the Table of Benefits for each night **you** are **hospitalised**

## DEFINITIONS

**You** **your** means the person named in the Schedule as the Policyholder.

**We** **us** **our** means Ageas Insurance Company Limited.

**Associated motorcycle policy** means the motorcycle policy effected by **you** at the same time as this contract and evidenced under the motorcycle insurance policy number referred to in the Schedule.

**Bodily injury** means physical injury caused solely and directly by accident.

**Hospitalised** means **you** being admitted to a hospital as an in-patient for medical surgical or other remedial attention treatment or diagnosis by a **medical practitioner**

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

**Loss of hearing** means the complete loss of hearing in one or both ears that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

**Loss of Jaw** means the surgical removal of the jaw, which is necessary in the opinion of an **expert medical specialist**

**Loss of limb or limbs** means the complete loss of a limb or limbs by physical separation of

- i. an arm at or above the wrist or
- ii. leg at or above the ankle or the total loss of use of an arm or leg which in the opinion of an **expert medical specialist** will not be recovered.

**Loss of sight** means the permanent and total loss of sight that will be considered as having occurred

- i. in both eyes if **your** name is added to the Register of Blind Persons or
- ii. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning that **you** see at 3 feet what **you** should see at 60 feet).

**Loss of speech** means the complete loss of speech that has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered

**Medical practitioner** means a person other than **you** or a member of **your** immediate family or an employee of yours who is qualified and licensed to practice medicine.

**Period of insurance** means the period shown in the Schedule

**Permanent partial disability** means the permanent and total loss of use of a shoulder, elbow, hip, knee, ankle or wrist or the physical separation or total loss of use of a finger or fingers or toe or toes which has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

**Permanent total disablement** means disablement which has lasted for 52 consecutive weeks and which in the opinion of an **expert medical specialist** will prevent **you** from engaging in gainful employment of any and every kind for the remainder of **your** life.

## WHAT IS NOT COVERED

**We** will not pay benefit for **bodily injury** directly or indirectly caused by or contributed to or arising from:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- ii. any act of terrorism of any kind including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear
- iii. **your** use of a motorcycle for any business trade commercial or professional purposes including but not limited to use as a courier, despatch rider, fast food delivery rider or the like
- iv. **you** committing or attempting to commit suicide or intentional self injury
- v. any sickness illness or disease
- vi. pregnancy or childbirth
- vii. **you** committing a criminal or unlawful act
- viii. **you** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **medical practitioner**
- ix. deliberate exposure to danger except in an attempt to save human life
- x. **your** use of a motorcycle not in a roadworthy condition
- xi. participation in any racing rallies competitions speed tests time trials or the like or while **you** are serving a ban from holding a motorcycle licence
- xii. muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the **period of insurance** and which is not aggravated by any previous muscular or skeletal condition or injury
- xiii. **your** participation in active service in any armed forces
- xiv. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

**We** will not pay benefit arising from any **bodily injury** **you** sustain on or after **your** 70th birthday.

## CLAIMS PROCEDURE

When **you** become aware of an incident that could lead to a claim **you** must notify **us** as soon as reasonably possible in writing or by telephone at the following address and request a claim form. **You** should then complete the claim form, sign it and return it to **us** as quickly as possible.

PA Claims, Travel Department  
Ageas Insurance, Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh, Hampshire  
SO53 3YA  
Phone: **0844 748 0103**  
Email: [personal.accident@ageas.co.uk](mailto:personal.accident@ageas.co.uk)

## CLAIMS CONDITIONS

- i. **You** must place yourself under the care of a **medical practitioner** and follow their advice.
- ii. **You** must, at **your** expense, provide **us** with any reports certificates information and evidence that **we** ask for and do so in the manner **we** request.
- iii. If **we** request it **you** must undergo medical examination at **our** expense.
- iv. Any disability that exists or existed prior to an incident will be taken into account in considering a claim under this Policy.
- v. **You** must notify the Police immediately following any incident likely to give rise to a claim under this Policy.
- vi. No amount payable will bear interest.

## COOLING OFF PERIOD

There is a 14 day cooling off period from the date this Policy is issued. During this period, **you** may return the Policy to the intermediary who sold **you** this insurance if it does not meet **your** requirements and **we** will give **you** a full refund of the premium **you** have paid provided **you** have not made a claim or intend making a claim in the future.

**We** will make a charge of 20% of the annual Policy premium if **you** have made or reported a claim.

## DATA PROTECTION

**You** should understand that **we** will hold and process sensitive information concerning **your** health and other personal data for insurance administration purposes. To do this **we** may pass information to third parties. This may involve passing information to other countries including those that have limited or no data protection laws. By affecting or renewing this insurance **you** give explicit consent to **us** holding and processing this data about **you** and **you** confirm that all the data **you** supply is accurate. Telephone calls may be recorded.

## POLICY CONDITIONS

### Duty of Care

**You** must take all reasonable care to protect yourself against **bodily injury**

### Observance

**Our** liability is conditional on **your** observance of the terms and Conditions of this Policy.

### Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

### Automatic Termination of Cover

All cover provided by this policy will cease immediately and on the same day as the **associated motorcycle policy** is lapsed or cancelled for whatever reason and no refund of premium will be made.

### Cancellation

**We** reserve the right to cancel this Policy by giving **you** 30 days notice in writing at **your** last known address. **You** may cancel this Policy by giving **us** notice in writing. **We** will cancel the Policy from the date **we** receive **your** notice or any later date **you** request. In the event of cancellation no refund of premium will be made.

### Fraud

**We** will not pay any claim if it is in any respect dishonest or fraudulent.

### Jurisdiction

This contract will be governed by and construed in accordance with English law and will be subject to the jurisdiction of the English courts.

### Arbitration

If any dispute arises between **you** and **us** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and **us** in line with the law at the time. The decision of the arbitrator will be final and binding on both **you** and **us** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Who ever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or **us** the arbitrator will decide who will pay the costs.

## Non-Disclosure

This Policy will be voidable by **us** if **you** misrepresent, misdescribe or fail to disclose any material fact to **us**

## OUR CUSTOMER-CARE POLICY

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

### For complaints about claims, contact the Claims Director at:

Ageas Insurances  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY.  
Phone: **0844 748 0117**  
E-mail: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

### For complaints about policy administration and documents, contact the Personal Lines Director at:

Ageas Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.  
Phone: **0870 241 6182**  
E-mail: [pa&travel.underwriting@ageas.co.uk](mailto:pa&travel.underwriting@ageas.co.uk)

We promise to:

- acknowledge your complaint within five working days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we send our acknowledgement letter; and
- respond to your complaint within 20 working days. If this is not possible for any reason, we will write to let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

## Financial Ombudsman Service

**You** may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

Financial Ombudsman Services  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE

Phone: **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect your right to take legal action.

## Financial Services Authority

Ageas Insurance Company Limited is authorised and regulated by the Financial Services Authority.

**You** can check their website ( [www.fsa.gov.uk](http://www.fsa.gov.uk) ), which includes a register of all the firms they regulate. Or **you** can phone them on **0845 606 1234**

## Financial Services Compensation Scheme

**We**, Ageas Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out our responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**