



**BMW
MOTORRAD**

BMW MOTORRAD INSURANCE DOCUMENTS



MAKE LIFE A RIDE

USEFUL NUMBERS AND INFORMATION

BMW Motorrad Bike Insurance is arranged on behalf of BMW Financial Services (GB) Limited by Atlanta Insurance Intermediaries Limited. Atlanta Insurance Intermediaries Limited is Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

CUSTOMER SERVICES

If you have any queries regarding this policy, please contact us:
Phone: 0333 234 1021

MAKING A CLAIM

Should you be in the unfortunate position of having to make a claim, simply call our 24/7 specialist claims service on 0333 234 1049

More information can be found on page 13.

FOREIGN USE

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your motorcycle overseas for longer than is stated in your Policy Schedule, please call us on 0333 234 1021.

More information can be found on page 10.

CHANGES IN YOUR CIRCUMSTANCES

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

More information can be found on page 15.

PRIVACY AND DATA POLICY

We and the insurer use your data in line with current data protection regulation. You can find full details of how we handle your data and the rights you have regarding your information at:

www.bmw-motorrad-insurance.com/privacy-policy

If you want a printed copy you can request this by contacting us at:

www.bmw-motorrad-insurance.com/contact-us

The insurers detailed in your schedule should also have their own Privacy Policy or Fair Processing Notice. If you require details on how they will handle your personal data, you can visit their website for further details.

WELCOME

Thank you for arranging your motorcycle insurance through BMW Motorrad Insurance, 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 BMW Motorrad Insurance 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: 0333 234 1021

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CONTRACT OF MOTORCYCLE INSURANCE

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

CONTRACT OF INSURANCE

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

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

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

**Signed off on behalf of the insurers,
BMW Motorrad Insurance Team**

MOTORCYCLE INSURANCE POLICY WORDING

DEFINITIONS

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

ACCESSORIES

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

AGREED VALUE (IF ELIGIBLE)

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

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

CERTIFICATE OF MOTOR INSURANCE

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

CONDITIONS

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

ENDORSEMENT

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

EXCESS

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

INSURER/WE/OUR/US

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

MARKET VALUE

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

MOTORCYCLE

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

PERIOD OF INSURANCE

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

POLICY

The contract between **us** and **you** which is made up of the current **Policy schedule**, **Certificate of motor insurance**, **Statement of fact** and this booklet.

POLICY SCHEDULE

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

STATEMENT OF FACT

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

RACE TRACK

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

TERRITORIAL LIMITS

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

YOU/YOUR/POLICYHOLDER

The person described as the **policyholder** on the current **Certificate of motor insurance**.

YOUR COVER

Your current **policy schedule** shows the cover applicable to **your motorcycle(s)**.

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Third Party Only	Page
Section 1	Liability to Others	✓	✓	✓	7
Section 2	Cover for Fire & Theft	✓	✓	X	8
Section 3	Damage to your motorcycle	✓	X	X	9
Section 4	Foreign Use	✓	✓	✓	10
Section 5	Courtesy Motorcycle	✓	X	X	11

SECTION 1

LIABILITY TO OTHERS

WHAT IS COVERED

RIDING YOUR MOTORCYCLE

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

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

RIDING OTHER MOTORCYCLES

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

You are not insured against the following:

- any loss or damage to the **motorcycle you** are riding;
- any event which occurs outside of the **territorial limits**;
- any event which occurs when the insurance is not in the name of an individual person;
- any liability if **you** are not riding the **motorcycle**;
- securing the release of a **motorcycle** which has been seized or confiscated by, or on behalf of, any government or public authority;
- any liability unless the owner or keeper of the **motorcycle you** are riding has arranged his/her own insurance separate to this **policy**.

OTHER PEOPLE RIDING OR USING YOUR MOTORCYCLE

The following people are also insured:

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

BUSINESS USE

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

LEGAL PERSONAL REPRESENTATIVES

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

LEGAL COSTS

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

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

EMERGENCY MEDICAL TREATMENT

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

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

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

SECTION 2

COVER FOR FIRE & THEFT

WHAT IS COVERED

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

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

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

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

WHAT IS NOT COVERED

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.

WHAT IS NOT COVERED

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

- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the impounding or destruction of **your motorcycle** by an authorised body;
- loss or damage from taking **your motorcycle** and returning to its legal owner.

ACCIDENT RECOVERY

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

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

SECTION 3 DAMAGE TO YOUR MOTORCYCLE

WHAT IS COVERED

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

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

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

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

WHAT IS NOT COVERED

- the amount of the **excess** shown in the **Policy schedule**;
- loss of value, wear and tear, mechanical,

electrical, electronic or computer failures or breakdowns or breakages;

- damage to tyres by braking, punctures, cuts or bursts.
- loss of use;
- depreciation in value of **your motorcycle** after **you** have made a valid claim under this Section;
- loss of or damage to any **accessory** which is not permanently attached to **your motorcycle**, at the time of the loss;
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, animals, insects, mildew or fungus;
- damage caused by frost, smog or any gradual process;
- loss or damage resulting from unauthorised taking of **your motorcycle** by a member of the **policyholder's** family or anyone normally living with **you**;
- damage **you** or anybody insured under this **policy** has done deliberately;
- loss of or damage to **Accessories** unless **your motorcycle** is damaged at the same time;
- damage to specialist paintwork, including any engraving or precious metals, on **your motorcycle**;
- loss of or damage to trailers;
- loss of or damage to **your motorcycle** or **accessory** due to or occasioned by the

impounding or destruction of **your motorcycle** by an authorised body;

- loss or damage from taking **your motorcycle** and returning to its legal owner.

NEW MOTORCYCLE REPLACEMENT

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

We will only do this if **your motorcycle** is less than six months old from the date of first registration as new in **your** name and a replacement **motorcycle** is available in the UK.

We will only replace **your motorcycle** if **you** and anyone else who has a financial interest in **your motorcycle** agrees. The **motorcycle** being replaced will become **our** property. If a replacement **motorcycle** of the same make, model and specification is not available **we** will, where possible, provide a similar **motorcycle** of identical list price. If **you** wish to have the claim settled on a cash basis the most **we** will pay is the **market value** of **your motorcycle** and its fitted **Accessories** at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement **motorcycle**.

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;

Motorcycle's sold as 'ex demonstrators' and 'nearly new' do not qualify for replacement under this section.

ACCIDENT RECOVERY

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

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

UNINSURED DRIVER COVER

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

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

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

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

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

European Union (EU) compulsory cover does not apply when **you** are riding any **motorcycle**

that **you** do not own or have hired under a hire purchase or leasing agreement.

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

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

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

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

- the cost of delivering **your motorcycle** to **you** or to **your** home within the **territorial limits**

SECTION 5 COURTESY MOTORCYCLE

Under Section 1 – Liability to Others and Section 3 – Damage to **Your Motorcycle** – **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 Retailer as a result

- after necessary repairs have been finished; or
- foreign customs duty **you** must pay because damage to **your motorcycle** prevents its return to the United Kingdom;
- general Average and Salvage charges if **you** are liable.

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

Important: The length of time that **we** will give cover for under this section in any one **period of insurance** may be limited. The number of days that **we** will provide this cover for will be specified in the endorsements shown in **your Policy schedule**. If **you** want to travel to a country that is not shown on the back of **your Certificate of motor insurance**, or if **you** wish to go for longer than the number of days shown in **your endorsement**, please contact **our** Customer Services team on 0333 234 1021.

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 3 of the **policy**.

GENERAL EXCEPTIONS

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any **motorcycle** covered by this insurance is:
 - being used for a purpose which the **motorcycle** is not insured for;
 - in the charge of anyone who is not described in the **Certificate of motor insurance** as a person entitled to ride;
 - in the charge of anyone who is excluded from riding by an **endorsement**;
 - being ridden by or in the charge of anyone who does not have a driving licence and or a valid Compulsory Basic Training certificate if required;
 - being ridden by or in the charge of anyone who is disqualified from riding, who has not held a driving licence or who is prevented by law from holding one;
 - being ridden by or in the charge of anyone who does not meet the terms and **conditions** of their driving licence;
 - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
 - being used to carry passengers or goods in a way likely to affect the safe driving or control of the **motorcycle**;
 - being used on a **race track** or de-restricted toll roads such as the Nurburgring..
- anyone who does not meet all the terms and **conditions** of this insurance;
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway;
- any loss, damage, injury or liability directly or indirectly caused by:
 - war, invasion, any act of **terrorism**, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);
- incidents caused by riot or civil unrest outside of England, Scotland, Wales, the Isle of Man or the Channel Islands;
- earthquake;
- ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
- pressure waves caused by aircraft and other flying objects; or
- carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the **territorial limits** (apart from where cover is provided under European Union (EU) compulsory cover in Section 4 – Foreign use, or unless **you** have paid an extra premium to extend **your** cover);
- any proceedings brought against **you** outside the **territorial limits**, unless they result from using **your motorcycle** in a country which **we** have agreed to extend this insurance to cover;
- any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;
 unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
 - sudden;
 - identifiable;
 - unintended; or
 - unexpected.
 The pollution caused by one incident will be considered to have occurred at the time the incident took place. This exception does not apply if any compulsory motor insurance law says **we** must provide this cover:
 - any liability, damage, cost or expenses, which are more than **our** legal liability under the relevant road traffic legislation for any claim, if **you** or any other person entitled to ride **your motorcycle** is:

- found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred;
- is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

POLICY CONDITIONS

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

1. NO CLAIMS BONUS

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

2. HOW TO MAKE A CLAIM

Contact BMW Motorrad Insurance 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 BMW Motorrad Insurance immediately.

Simply call **our** 24/7 specialist claims service on 0333 234 1049.

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

3. DEFENDING OR SETTLING THE CLAIM

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**. **We** can carry out the defence

or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

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

4. TOTAL LOSS CLAIM

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

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

5. OTHER INSURANCE

If **you** were covered by any other insurance for an incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

6. REASONABLE PRECAUTIONS

You must take all reasonable steps to keep **your motorcycle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage

and someone taking **your motorcycle** without **your** permission.

The **motorcycle** must be kept or used with a valid Department of Transport test (M.O.T.) certificate, if one is needed.

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

7. KEEPING TO THE TERMS OF THIS POLICY

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

8. FAILURE TO PAY A PREMIUM INSTALMENT

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

9. COOLING OFF PERIOD

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

10. CANCELLATION BY YOU

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

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

11. OUR RIGHT TO CANCEL

In the unlikely event that **your** existing **insurer** or BMW Motorrad Insurance 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 motorcycle**.

BMW Motorrad Insurance 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.

12. AVOIDING CERTAIN TERMS AND RIGHT OF RECOVERY

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

13. CHANGES IN YOUR CIRCUMSTANCES

You must tell BMW Motorrad Insurance immediately about any changes to the information set out in the **Statement of fact, Certificate of motor insurance** or on **your Policy schedule**. **You** must also tell BMW Motorrad 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 BMW Motorrad Insurance. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in the BMW Motorrad Insurance Terms of Business document.

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

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

14. FRAUDULENT CLAIMS

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

We may:

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

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 BMW MOTORRAD INSURANCE:

Our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen and we get things wrong.

If you need to complain, please contact us as follows:

For any enquiry or complaint you may have regarding the sale of this policy:

- Starting a Live Chat – we're online 9am–6pm Monday to Friday, and 9am5pm on Saturdays.
- Calling our team on: 0333 234 1038
- Writing to us at: Complaints, BMW Motorrad, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA
- Completing our online complaints form. (www.bmw-motorrad-insurance.com/contact-us)

IF YOUR COMPLAINT IS IN RELATION TO THE INSURER:

If your complaint is in relation to the insurer we will send this to them on your behalf, and confirm this to you in writing. Your insurer will then contact you.

FINANCIAL OMBUDSMAN SERVICE

If you should remain dissatisfied, once we have had the opportunity to resolve your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at:

Exchange Tower,
London
E14 9SR.

Telephone: 0800 023 4567.

E-mail:
complaint.info@financial-ombudsman.org.uk
Website: www.financialombudsman.org.uk

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

FINANCIAL SERVICES COMPENSATION SCHEME

The Insurers and Atlanta Insurance Intermediaries Limited, are all covered by the Financial Services Compensation Scheme (FSCS). You may be able to get compensation from the FSCS if the Insurers cannot meet their obligations. Most insurance contracts are covered for 90% of the claim without any upper limit.

You can get further information from:

Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St Botolph Street,
London,
EC3A 7QU.

Phone: 0800 678 1100 or 0207 741
Email: enquiries@fscs.org.uk



**BMW
MOTORRAD**

BMW Motorrad Bike Insurance is arranged on behalf of BMW Financial Services (GB) Limited by Atlanta Insurance Intermediaries Limited.

Atlanta Insurance Intermediaries Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681, registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

BMW Motorrad Insurance Solutions is a trading name of BMW Financial Services (GB) Ltd. which is authorised and regulated by the Financial Conduct Authority, reference number 312578, registered office: Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB. BMW Financial Services (GB) Limited and Atlanta Insurance Intermediaries Limited are not part of the same corporate group.