

Personal Accident Insurance Documents

WELCOME

Thank you for arranging your motorcycle insurance through Express Insurance Services, we hope you find this booklet useful in ensuring you get the most out of your additional cover options.

Contained within this booklet is information about your additional cover, please note cover only applies if you have paid the additional premium. Please take time to read the policy wording and your Express Insurance Services Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

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

Phone: 0800 049 0217

E-mail: bikes@expressbikeinsurance.com

CONTENTS

PERSONAL ACCIDENT	1
Section 1	
Personal Accident	1
Definitions	2
What is insured	4
HOW TO MAKE A CLAIM	6
POLICY CONDITIONS	7
OUR CUSTOMER CARE POLICY	9

SECTION 1 - PERSONAL ACCIDENT

COVER ONLY APPLIES IF YOU HAVE PAID THE ADDITIONAL PREMIUM

This Policy is evidence of a contract solely between you (your name is specified in the Schedule) and us (Ageas Insurance 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 correct and complete. If not your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

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, provided that the Conditions under which this Policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when we say otherwise.

The Schedule and any endorsements are all part of the Policy and are to be read as one document.

Certain words and phrases in this Policy are defined and whenever they are used they will have the same meanings as given in the Definitions section of this Policy.

On behalf of Ageas Insurance Limited.



Registered office address:
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

ASSOCIATED MOTORCYCLE POLICY

The motorcycle policy in effect at the same time as this contract.

BODILY INJURY

Physical injury caused solely and directly by a sudden external unforeseen and identifiable accident event or assault.

BURNS

Full thickness burn or **burns** (2nd or 3rd degree) to an area greater than 10% of **your** total body skin surface as confirmed by a **medical practitioner** or **expert medical specialist**.

COUNSELLING

Recognised talking therapy treatments undertaken by a registered counsellor in the UK.

DENTAL INJURY

Damage as confirmed by a practicing dentist to **your sound and natural teeth** and supporting structures including damage to **your denture** whilst being worn.

DENTAL TREATMENT

Treatment carried out in accordance with an accepted and established dental practice in the UK to restore the state of **your sound and natural teeth** or **denture** on a like for like basis.

DENTURE

A full or partial set of artificial teeth fixed to a removable dental plate.

DISLOCATION

An abnormal separation where two or more bones meet **your** hip, knee, wrist, elbow, ankle, shoulder blade, collar bone, finger or toe joint or joints which requires reduction under anaesthetic as confirmed by a **medical practitioner** or expert medical specialist.

EXPERT MEDICAL SPECIALIST

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.

FACIAL SCARRING

Permanent facial disfigurement causing scar tissue in the area from the hairline to and including the lower jaw and ears.

FRACTURE

A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **medical practitioner** or **expert medical specialist**.

HOSPITALISATION OR HOSPITALISED

Being admitted to a hospital as an inpatient in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands for medical, surgical or other remedial attention, treatment or diagnosis by a **medical practitioner**, or in a continuous unconscious state.

LOSS OF HEARING

Total **loss of hearing** in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an expert **medical practitioner** will not be recovered.

LOSS OF LIMB OR LIMBS

The complete loss of a limb or limbs by physical separation of:

- an arm at or above the wrist or
- 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

The permanent and total **loss of sight** that will be considered as having occurred:

- in both eyes if **your** name is added to the Register of Blind Persons or
- 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

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

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

MOTORCYCLE HELMET CAMERA

A micro video camera or bullet camera mounted to a motorcycle helmet.

MOTORCYCLE PROTECTIVE CLOTHING

Specialist motorcycle leathers, jackets, trousers, helmets, including any **motorcycle helmet camera**, gloves and boots that **you** own or are legally responsible for.

PARAPLEGIA

The total and permanent paralysis of two lower limbs, bladder and rectum which in the opinion of an **expert medical specialist** will not be recovered.

PERIOD OF INSURANCE

The period shown in the Schedule.

PERMANENT PARTIAL DISABILITY

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 52 consecutive weeks and which in the opinion of an **expert medical specialist** will not be recovered.

PERMANENT TOTAL DISABLEMENT

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.

PHYSIOTHERAPY

The recognised treatments performed by a registered physiotherapist in the UK to improve functional movement.

QUADRIPLEGIA

The total and permanent paralysis of all four limbs which in the opinion of an **expert medical specialist** will not be recovered.

SOUND AND NATURAL TEETH

Non restored teeth that show no sign of being pathologically compromised, or adequately and permanently restored teeth with healthy supporting structures or other permanently fixed prostheses.

TERRORISM

An act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

WE, US, OUR

Ageas Insurance Limited.

YOU, YOUR

The person named as Policyholder in the Schedule.

PERSONAL ACCIDENT**COVER ONLY APPLIES IF YOU HAVE PAID THE ADDITIONAL PREMIUM****WHAT IS INSURED**

If **you** suffer **bodily injury** as a result of an accident 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**

- death
- **permanent total disablement**
- **loss of sight**
- **loss of limb or limbs**
- **loss of speech**
- **loss of hearing**
- **permanent partial disability**
- **paraplegia**
- **quadriplegia**
- **hospitalisation**
- a **fracture** or **fractures**
- a **dislocation** or **dislocations**
- **facial scarring**
- **burns**

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

WE WILL ALSO PAY YOU THE FOLLOWING:

- if **you** suffer a **dental injury** as a direct result of an accident 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** for **dental treatment** up to an overall maximum of £250
- if **you** require **physiotherapy** as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the

benefits of **permanent total disablement**, **loss of limb or limbs**, permanent partial disablement, **paraplegia**, **quadriplegia**, **fracture**, **dislocation** or **burns** **we** will pay **you** up to £100 for each **physiotherapy** appointment subject to an overall maximum of £500.

- if **you** require **counselling** as recommended by a **medical practitioner** or **expert medical specialist** for treatment and recovery following a valid claim under this policy for any of the benefits of **permanent total disablement**, **loss of sight**, **loss of limb or limbs**, **loss of speech**, **loss of hearing**, permanent partial disablement, **paraplegia**, **quadriplegia**, **facial scarring** or **burns** **we** will pay **you** up to £100 for each **counselling** appointment subject to an overall maximum of £250.

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.

WHAT IS NOT INSURED

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

- 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.
- any act of **terrorism** of any kind including but not limited to the use of force or violence and/or the threat there of, of any person or group(s) of person's 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.
- **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.
- **you** committing or attempting to commit suicide or intentional self injury.
- any sickness illness or disease.
- pregnancy or childbirth.
- **you** committing a criminal or unlawful act.
- **you** being under the influence of or being affected by alcohol or drugs other than drugs taken under the direction of a **medical practitioner**.
- deliberate exposure to danger except in an attempt to save human life.
- **your** use of a motorcycle not in a roadworthy condition.
- participation in any racing rallies competitions speed test time trials, track days or off road activity of any description or while **you** are serving a ban from holding a motorcycle licence.
- 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.

- **your** participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not.
- 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 for any **fracture** of a bone due to Osteoporosis (thinning of the bone which is out of proportion to the insured persons age) or bone disease diagnosed prior to the **period of insurance**.

We will not pay benefit arising from **bodily injury** **you** sustain on or after **your** 85th birthday.

HOW TO MAKE A CLAIM

When **you** become aware of an incident that could lead to a claim **you** must notify Express Insurance Services as soon as reasonably possible in writing or by telephone and request a claim form.

In writing:

Claims Department
Express Insurance Services
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

By phone: 0800 298 5533

You should then complete the claim form, sign it and return it to Ageas Insurance Limited as quickly as possible.

CLAIMS CONDITIONS

PERSONAL ACCIDENT

- **you** must place yourself under the care of a **medical practitioner** and follow their advice.
- **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.
- if **we** request it **you** must undergo medical examination at **our** expense.
- **you** must notify the Police immediately following an incident likely to give rise to a claim under this Policy.
- no amount payable will bear interest.

POLICY CONDITIONS

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 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. Whoever 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.

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 it is cancelled or voidable in accordance with the terms of the **associated motorcycle policy** for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement motorcycle policy is issued by Express Insurance Services.

CANCELLATION

We reserve the right to cancel this Policy by giving **you** 30 days notice in writing at **your** last known address. Valid reasons may include but are not limited to:

- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** longer wish to provide cover.

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. If **you** cancel **your** policy and the cooling off period has passed no refund will be given.

COMPANY'S RIGHTS AFTER A CLAIM

We or **our** representatives will be entitled to take possession of any damaged **motorcycle**

protective clothing and deal with any salvage, but no items can be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover any compensation from any third party in respect of anything covered by this Policy.

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 refund **you** the premium **you** have paid, provided **you** have not made a claim or intend making a claim in the future.

FRAUD

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

JURISDICTION

This contract will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

LANGUAGE

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English Language.

OBSERVANCE

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

MISREPRESENTATION OR MISDESCRIPTION

This Policy may be voidable in the event of misrepresentation or misdescription of answers **you** give to any questions **we** ask.

YOUR DUTY TO PREVENT LOSS OR DAMAGE

You must take all reasonable steps to protect the **motorcycle protective clothing** and keep them in a good state of repair.

FINANCIAL SERVICES COMPENSATION SCHEME

We and Express Insurance Services 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.gov.uk or by phone on 0207 741 4100 or 0800 678 1100.

Ageas Insurance Limited Registered Number 354568.

Registered in England and Wales. Registered Office address:

Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

Website: www.ageas.co.uk

REGULATION

Ageas Insurance Limited is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check their website (www.fca.org.uk), which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

DATA PROTECTION

For details of how **we** collect, use and store **your** personal data please visit **our** website- www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: thedpo@ageas.co.uk.

OUR CUSTOMER CARE POLICY

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 EXPRESS INSURANCE SERVICES:

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

By phone: 0800 049 0217

In writing:

Compliance and Risk Team
Express Insurance Services
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

IF YOUR COMPLAINT IS IN RELATION TO THE INSURER OF PERSONAL ACCIDENT:

If **your** complaint is in relation to the services provided by the insurer, please write to:

Head of Travel and Special Risks
Ageas Insurance Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB
Phone: 0370 241 6182
E-mail: patravel.underwriting@ageas.co.uk

FINANCIAL OMBUDSMAN SERVICE

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review

your case on an independent basis. The address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

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

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

We and **are** covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the

claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.



Express Insurance Services

Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU.

Tel: 0800 049 0217

Email: bikes@expressbikeinsurance.com

Website: www.expressbikeinsurance.com

This policy and other associated documentation are also available in large print, audio and braille. If you require these formats please contact Express Insurance Services.

Express Insurance Services for motorcycle insurance is arranged and administered by Carole Nash Insurance Consultants Limited. Express Insurance Services for motorcycle insurance is a trading style of Carole Nash Insurance Consultants Ltd. which is authorised and regulated by the Financial Conduct Authority registered in England and Wales No.2600841.