

# Bike Warranty

Policy Documents





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## Policy Document

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# Definitions

The following terms have the same meaning throughout this policy document.

**Administrator** means BNP Paribas Cardif Limited trading as Warranty Direct, which is authorised to act for and behalf of Pinnacle Insurance plc (the insurer) for the purposes of this insurance. Registered address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire, WD6 2XX. Company Registered Number 3233010. Warranty Direct is authorised and regulated by the Financial Conduct Authority.

**Breakdown** means the sudden and unexpected failure of a part arising from any permanent mechanical, electrical or electronic fault, which causes the part to stop working, and means that it needs repairing or replacing before it will work properly.

**Claim** means the breakdown of an insured part.

**Insurance** means the policy, the policy schedule and any endorsements.

**Insured part** means any mechanical, electrical and electronic part which formed part of the motorcycle when it was new, and is listed in the schedule of covered parts and is insured under this policy.

**Motor Ombudsman** means the Motor Ombudsman service. Warranty Direct Limited is a subscriber to Motor Ombudsman service and follows the Motor Industry Code of Practice for Vehicle Warranty Products.

**Motorcycle** means the motorcycle mentioned in the policy schedule.

**Period of insurance** means the length of time that this policy applies for as shown in the policy schedule. Cover will end when the motorcycle reaches the maximum mileage shown in the schedule, even if this happens within the period of insurance.

**Policy schedule** means the schedule attached to, and forming part of this policy which gives details of this insurance.

**Proposal** means any information you have given us to support your application for insurance cover.

**Servicing handbook** means the handbook which the manufacturer issued with the motorcycle when it was new. The servicing handbook lists the servicing and maintenance the manufacturer recommends for the motorcycle.

**Sum insured** is the maximum amount for parts and labour that you can claim in total during the period of insurance. This is shown in the policy schedule.

**We, us, our, insurer** means Pinnacle Insurance plc which is the underwriter of this policy and whose registered office address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Company No. 1007798. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**You, your, yourself** means the policyholder named in the policy schedule.

# Covered and not covered items

**This Mechanical Breakdown Insurance will reimburse you for the cost of repair or replacement of items listed in this Section.**

## **Brakes**

Anti-lock braking system (ABS) pump & control unit & sensors, brake master cylinder, brake calipers (internal components of brake calipers including pistons & seals are covered), and brake servo unit.

### **The following parts are not covered:**

Brake caliper pistons & seals when damaged by corrosion. Any other part not specifically listed as covered.

## **Casings**

Engine, final drive and gearbox casings are covered in the event of a claim brought about by the failure of a covered component.

### **The following parts are not covered:**

Failure due to damage by external corrosion. Any other casing not specifically listed as covered.

## **Clutch**

Clutch cable, master cylinder, release bearing and slave cylinder.

### **The following parts are not covered:**

Clutch plates and worn or burnt out parts or any other part not specifically listed as covered.

## **Cooling System**

Radiator, radiator fan motor, radiator fan switch, thermostat and water pump.

### **The following parts are not covered:**

Hoses, belts and any other auxiliary items or any other part not specifically listed as covered.

## **Electrical**

Alternator (generator) & regulator & rectifier, speedometer, tachometer and starter motor (including solenoid).

### **The following parts are not covered:**

All external wires and connections or any other part not specifically listed as covered

## **Engine**

Balance shafts, camshafts and camshaft followers & rockers, connecting rods & bearings, crankshaft &

bearings, cylinder block & barrels & bores & liners, cylinder heads & cylinder head gaskets, internal bushings & bearings, oil pump & drive, pistons & rings, primary drive, push rods, timing gears & chain & tensioner and valves & guides (Including power valves, disc valves and reed valves).

Camshaft drive belts are covered against breakage as follows:

Camshaft drive belts and tensioners (subject to documented proof that the last due change of the camshaft drive belt has taken place as specified by the manufacturer's recommended servicing schedule).

### **The following parts are not covered:**

Decarbonising or reseating of poppet valves, burnt poppet valves or any other part not specifically listed as covered.

## **Final Drive Unit**

All internally lubricated parts are covered including: Bearings, drive shafts, universal joints and gears.

# Covered and not covered items

### **The following parts are not covered:**

Final drive chain & belt, rubber drive couplings & rubber gaiters and sprockets or any other part not specifically listed as covered.

## **Flywheel**

Flywheel

### **The following parts are not covered:**

Any other part not specifically listed as covered.

## **Fuel System**

Fuel pumps & fuel sensors and injectors.

### **The following parts are not covered:**

Any other part not specifically listed as covered.

## **Gearbox – Automatic**

All internally lubricated parts are covered including:

Bearings, brake bands & clutches, gears, oil pump, shafts, torque converter and valves.

### **The following parts are not covered:**

All external linkages, external parts of the kick start or any other part not specifically listed as covered.

## **Gearbox – Manual**

All internally lubricated parts are covered including:

Bearings, gears, oil pump, selector forks & rods and shafts.

### **The following parts are not covered:**

All external linkages, external parts of the kick start or any other part not specifically listed as covered.

## **Ignition**

Ignition modules & ignition coils & ignition system sensors.

### **The following parts are not covered:**

Any other part not specifically listed as covered.

## **Oil Seals & Gaskets:**

The cylinder base gasket and oil seals and gaskets that would necessitate the removal of the engine, the gearbox or final drive unit to carry out repairs are all covered subject to any oil leak from them being sufficiently advanced that oil can be seen to be dripping.

### **The following parts are not covered:**

Slight leaks causing only oil misting or staining or any other seals or gaskets not specifically listed as covered.

## **Suspension - Front**

Front fork seals are covered against loss of fluid or pressure, and suspension springs are covered against breakage.

### **The following parts are not covered:**

Damage to front fork seals or suspension springs caused by corrosion or any other part not specifically listed as covered.

## **Suspension - Rear**

Suspension units are covered against loss of fluid or pressure, and suspension springs are covered against breakage.

### **The following parts are not covered:**

Damage to suspension unit seals or suspension springs caused by corrosion or any other part not specifically listed as covered.

## **Swinging arm Unit**

Internal components only (including internal bushes).

### **The following parts are not covered:**

Any other part not specifically listed as covered.





## What is insured?

We will pay towards the cost of repairing the motorcycle, up to the sum insured, following a breakdown of any insured part or damage to any insured part caused by the breakdown of a part which is not covered under this insurance. This breakdown must happen during the period of insurance and in the United Kingdom.

You may have to pay towards improving the condition of the motorcycle, depending on the mileage at the time of the breakdown (see General condition 5 – Improving the condition of the motorcycle on page 13).

## What is not insured?

We will not pay for repairing or replacing any parts that not are listed as covered nor any parts listed as not covered in the "Covered and not covered items" Section of this policy. Also, we will not pay for costs caused by, arising from, or connected with, the following:

1. The excess that applies to your policy as shown in your schedule. (The excess is the first part of each claim which you must pay.)
2. Within the first 90 days of your policy starting (unless it is a renewal) we will not cover:
  - the breakdown of any insured part if this is caused mainly or completely by wear and tear; or
  - damage to any insured part if this is caused by the breakdown of an excluded part if this is caused mainly or completely by wear and tear.
3. Any VAT recoverable by you.
4. Any costs for components and/or labour to repair or replace the insured parts, exceeding the individual or aggregate claim limit specified in the policy schedule.
5. Breakdown caused by parts which were faulty before this insurance started.
6. Breakdown or damage caused by someone using incorrect fuel, oil, lubricant, coolant or other fluid.

7. Motorcycles that are or have been used for:
  - competitive purposes including rallying, racing, time trial and pacemaking;
  - motorcycles that have been used for hire or reward, as a taxi, or for commercial delivery purposes such as despatch or delivery courier; or
  - motorcycles that are used off-road.
  - Turbo charged or supercharged internal combustion engine motorcycles.
  - Non-internal combustion engine motorcycles.
8. Failure of any insured part (or parts) which a qualified engineer appointed by us, believes has been aggravated due to the motorcycle being driven on after the fault was more than likely to have been apparent to the driver. In such cases we will only be liable for the reasonable repair costs the engineer believes would have resulted if the motorcycle had been stopped at the earliest opportunity.
9. Any costs for repair work that were not agreed with the Claims Department prior to the work being completed (see Claims Procedure on page 15).
10. Any loss or damage caused by a traffic accident, accidental damage, theft or attempted theft, the motorcycle not being used properly, or any act which is wilful, against the law or negligent.

11. Any loss arising from you not having the motorcycle serviced in line with the conditions of this policy, or you not maintaining the motorcycle properly as set out in your servicing handbook.
12. Any loss where the mileometer has been tampered with, altered or disconnected.
13. Repairing or replacing parts which have not suffered a breakdown.
14. The cost of any work not associated with a valid claim.
15. Any repair or replacement, loss or damage or liability, which is covered by any other warranty or guarantee or goodwill settlement or repair, or any form faulty design or faults which mean that the manufacturer needs to recall parts, or any manufacturer modifications.
16. We will not pay for any losses which are not covered by the terms and conditions of this policy.
17. Any external oil leaks other than those oil leaks that are specifically covered.
18. Breakdown or damage to parts (whether insured or not) caused by frost, water, freezing liquids, carbon build up, corrosion, oxidation, blockages, contaminants building up, sludge or silt, or other waste matter that has prevented the parts from working properly.



# What is not insured?

19. Breakdown (including repeat repairs) or damage caused by poor workmanship or faulty parts based on information provided by a suitably qualified independent engineer appointed by Warranty Direct.
20. Repairing or replacing parts which were faulty or could have been identified by a suitably qualified engineer as being faulty before this policy started.
21. Routine adjustments and service items including (but not limited to) the distributor cap, the rotor arm, the condenser, points, high tension leads, spark plugs, wiper blades, filter parts, bulbs, belts, antifreeze, fluids, grease, fuel or oils, brake shoes, drums, discs and pads.
22. Burnt or worn-out clutch parts, and the build-up of carbon deposits (including burnt or carbonised valves and removing carbon deposits).
23. Any faults, damage or loss arising from errors, viruses, omissions or faults in any application or systems software.
24. Alterations, repairs, modifications or replacements that are necessary because the motorcycle's operating system has failed to recognise any date change.
25. Motorcycles which are owned, temporarily or permanently, by a business set up to sell or service motorcycles.
26. Any liability for death, bodily injury or damage to other property or to other parts of the insured motorcycle, or any loss arising from a breakdown.
27. Loss of, destruction of, or damage to any property (or any loss, expense or legal liability this leads to) caused by or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel.
28. Any explosive, nuclear assembly or nuclear part.
29. Loss, destruction or damage arising from pressure waves caused by aircraft travelling at or above the speed of sound.
30. Any modifications, system updates or recalls.

# Premiums

1. You may pay your premium in full by one single payment at the start of the policy or by instalments as set out below.
2. You must pay the full premium even if you sell the motorcycle or dispose of it in another way (unless Section "Cancellation" applies), even if this policy is paid in instalments by Direct Debit or Credit Card.
3. You may choose to pay your premium in three or four instalments. No interest will be charged if you choose to pay by instalments. If you elect to pay by three instalments, the instalments must be paid on the first three consecutive months of the policy. If you choose to pay by four instalments, the instalments must be paid on the first four consecutive months of the policy.
4. Your instalment option will be agreed with you at the start date of your policy.
5. You must pay each instalment of premium on or before the date it is due, otherwise you will lose all cover.  
We will cancel this policy from the day any unpaid instalment of premium was due.
6. This is an annually renewable policy with annually reviewable premiums. This means that your premium may change at your next renewal date. When reviewing your premiums, we will only

- consider any future impact of one or more of the following:
- (a) changes due to new information arising from our own experience suggesting that our future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims we expect to pay or changes to the average expected amount paid per claim;
  - (b) changes due to new information arising from external sources such as general industry, population or reinsurer experience suggesting that our future claims experience is likely to be better or worse than previously assumed. This includes information on general labour and repair rates and motorcycle reliability.
  - (c) relevant changes to our previous assumptions in relation to:
    1. expenses related to providing the insurance;
    2. policy lapse rates which means the average time policies are held;
    3. interest rates;
    4. tax rates;
    5. the cost of any legal or regulatory requirements.

7. Any changes to your premium we make will not:
  - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
  - (b) be based on whether you have made a claim; or
  - (c) be made to recover any previous losses.
8. We will review your premium and you will be given at least 30 days' written notice, to your last known address, of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements. If your premium is changed due to legislative, tax or regulatory requirements which are outside our control, then we may not be able to give you 30 days notice.
9. As a result of the premium review, your premium may go up, stay the same or go down, and there is no limit to the amount of any change.
10. If we change your premium and you do not wish to continue your cover you should contact us to discuss your options. Alternatively you can cancel as set out in the Section "Cancellation" - Your right to cancel.



# Policy terms & conditions

1. We may vary or waive the terms and conditions of this policy to reflect changes in the assumptions set out in Section "Premiums" 6 (c) which we use to design and price your cover. Any changes will take effect at your next renewal date and may have the effect of increasing or reducing the cover previously provided under this policy.
2. When changing your terms and conditions we will only consider any future impact of changes in one or more assumptions due to the reasons set out in Section "Premiums" 6 (c).
3. In addition, we may also vary or waive your terms and conditions to:
  - (a) improve your cover;
  - (b) comply with any applicable laws or regulations;
  - (c) reflect any changes to taxation; and
  - (d) correct any typographical or formatting errors that may occur.
4. You will be given at least 30 days' written notice to your last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements. If your cover is changed due to legislative, tax or regulatory changes which are outside our control, then we may not be able to give you 30 days notice.
5. Any changes to your terms and conditions we make will not:
  - (a) be made as a result of any reason other than changes in the assumptions mentioned in Section "Premiums" 6 (c) or for the reasons set out in this Section "Policy terms and conditions" 3 above;
  - (b) be based on whether you have made a claim;
  - (c) be made to recover any previous losses.
6. If we vary or waive your terms and conditions and you do not wish to continue your cover you should contact us to discuss your options. Alternatively you can cancel as set out in "Cancellation - Your right to cancel" Section.

# Cancellation

## Your right to cancel

If, after buying your policy and having read the terms and conditions in full, you decide it no longer suits your needs, you may cancel it at any time. We would like to make you aware of different circumstances that could affect the amount of premium returned to you.

If you cancel the policy within the first 14 days of receiving your policy documents (known as the "cooling off period") you will receive a full refund of any premium you have paid.

If you want to cancel your policy outside of the 14 day cooling off period, then you may also be entitled to a refund of your premium.

## Refund of Premium

Any refund you are entitled to is based upon a pro-rata calculation. This means we will refund an equal amount of premium for each day from the day you asked us to cancel your policy up to the original policy expiry date. For example: If you cancel a 12 month policy after 100 days we would refund the remaining 265 days of the original 365 days of the policy.

## IMPORTANT

The premium you have paid for your policy is detailed in the Policy Schedule included in this document. Where you have purchased cover for future years, the premium amount for each additional year is shown separately.

A pro-rata refund will be calculated for the current policy year, providing no successful claim has been made during that year. No refund will be due for a policy year where there has been a successful claim. A full refund of premium for any future years will be made.

A cancellation charge of £50 will be deducted from any refund.

You may cancel your policy by phoning, e-mailing or writing to the administrator at:

Warranty Direct, Floor 4, Fountain House,  
2 Queens Walk, Reading, Berkshire, RG1 7QF.  
Telephone number: 0800 731 7001  
Email: cancellations2@warrantydirect.co.uk

# Cancellation

## Our right to cancel

1. If we decide to cancel the policy we will only do this at an annual renewal date of your cover and we will give you at least 90 days' prior written warning to allow you time to find replacement cover.
2. We may cancel your policy immediately:
  - (a) where you deliberately tell us something which is untrue or misleading in response to any question we ask you when you take out cover, or apply to vary your cover under this policy (or we can demonstrate from the relevant circumstances that you did not take reasonable care to ensure the statements you made to us were true);
  - (b) where you unintentionally tell us something which is untrue or misleading in response to any question we ask you when you take out cover or apply to vary your cover under this policy which, if correctly answered, would have caused us to decline you for cover;

- (c) where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy (see section 12); or
- (d) where necessary to comply with any applicable laws or regulations.

# General conditions

The cover under this policy applies only if the following conditions are met:

## 1. Servicing & Maintenance

You must look after the motorcycle in line with the manufacturer's servicing handbook, and have it serviced by a VAT-registered garage within 30 days or 750 miles (whichever is sooner) of the recommended service interval and ensure that the manufacturer's recommended type, grade and quality of engine oil is used. To prove this you should make sure the garage fills in and stamps the handbook. You should also keep the invoices from services as you must provide proof of servicing when you make a claim. If the customer has provided parts for the servicing of the motorcycle, this will only be acceptable if there is proof of purchase of such parts. We will not accept any claim where servicing has taken place at home. You have to produce a valid MOT Certificate in the event of a claim.

You should also ensure that the cambelt is changed in line with manufacturer's recommendations (documented proof of this will be required in the event of a claim for cambelt failure). Your motorcycle must also have a valid MOT certificate at the time of a claim (if the motorcycle requires an MOT due to its age).

## 2. Repair authorisation

You must get provisional authorisation and an authorisation number from us before any repairs are started. The claim will be reassessed again upon receipt of the relevant documents as listed in Section "How to claim - documents required" after the work has been completed. We reserve the right to require your repairer to use parts we source either new, reconditioned or service exchange parts and to supply such parts to your repairer directly.

## 3. Investigation costs

Any exploratory dismantling charges will only be reimbursed as part of a valid claim. It is your responsibility to authorise the dismantling and you must pay the charges if such dismantling proves that the failure is not covered by this insurance. We reserve the right to examine the motorcycle and have the damaged parts assessed by an expert of our choice.

## 4. Engineers

We have the right to instruct an independent engineer to inspect your motorcycle before we authorise any claim. If we do this, we are not responsible for any loss arising from any possible delay. If you give the repairer permission to start

the repairs without getting an authorisation number from us we may not pay your claim because we will not be able to have the motorcycle inspected before it is repaired.

## 5. Improving the condition of the motorcycle

If you make a valid claim, it is not our aim to put you in a better financial position than before the claim. So, in certain circumstances, where replacement parts are fitted to replace old worn parts which have suffered a breakdown, and this results in your motorcycle being in a better condition than it was before the breakdown, you must pay towards the costs of the parts.

For motorcycles above 30,000 miles, the following table shows the percentage of the repair cost we will pay depending on the motorcycle's mileage at the time of the breakdown. We will always pay 100% of the labour charges.

## 6. Transferring the policy

If you sell the motorcycle, you may transfer the policy to the new owner as long as you have paid the premium in full. You must pay a transfer fee of £50.





# General Conditions

| Mileage            | Parts |
|--------------------|-------|
| Up to 30,000 miles | 100%  |
| Up to 40,000 miles | 90%   |
| Up to 50,000 miles | 80%   |
| Up to 60,000 miles | 70%   |
| Up to 70,000 miles | 60%   |
| Over 70,000 miles  | 50%   |

The mileage limits shown above are the total miles from the date the motorcycle was first registered.

## 7. Policy period

Your policy schedule details the annual period of cover. Regardless of this, all cover will cease when the motorcycle reaches 120,000 miles. We will send you an invitation to renew your policy at least 30 days before each annual period of cover runs out.

## 8. Returning the premium

We cannot return any part of the premium if we have accepted a claim under the policy. If the motorcycle is written-off due to an accident or it is stolen and not recovered within three months, as long as we have not accepted a claim under the policy we will make

a refund subject to the length of time on cover (see Section "Cancellation" of your policy booklet), less a cancellation charge of £50.

## 9. English law

This policy shall be governed by English law. Any legal proceedings will be held in the courts of England and Wales unless you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case you will be entitled to commence legal proceedings in your local courts.

## 10. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website - [www.fscs.org.uk](http://www.fscs.org.uk)

## 11. Duty to give us information

You must respond honestly to any request for information we make when you take out cover or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, any claims previously paid by us, and whether you can make any subsequent claim.

## 12. Fraud

- (a) If we make any claim payments as a result of dishonesty or deceitful behaviour by you (or someone acting on your behalf), then:
- (i) we may stop making further payments and may seek to recover from you any sums paid by us in respect of any dishonest claim,
  - (ii) we may terminate the contract with effect from the time of the behaviour which may affect other claims; and
  - (iii) if we terminate the contract, we may refuse to pay any claims occurring after the time of the dishonest claim.
- (b) If we terminate the contract under this section, we will not return any of the premiums paid by you.
- (c) These provisions will not affect any valid claim occurring before the dishonest claim.

## 13. Salvage and Disposal

We accept no liability for the disposal of your motorcycle or any insured part, or salvage under any event.

# How to claim

## How to Claim if your motorcycle is faulty.

You should do all you can to protect your motorcycle from further damage. We will not pay for repairs that are necessary because you have not looked after your motorcycle properly.

### 1. Phone the Administrator's Claims Department on 0330 123 3960.

You must report a fault to the administrator's Claims Department as soon as practicable and in any case within 7 days.

**NO REPAIRS ARE TO BE COMMENCED UNTIL THE COST HAS BEEN AGREED BY THE CLAIMS DEPARTMENT. ANY REPAIRS CARRIED OUT WITHOUT THE PRIOR AGREEMENT OF COSTS WILL NOT BE COVERED** (please refer to what is not insured point 8 on page 7).

Once you have spoken to our Claims Department, they will tell you where your nearest network garage is. You can use a different garage if you prefer, but if you use one of our network garages, we will be able to pay the repairer direct. This will speed up and simplify the claims process as you will not need to pay the garage and then claim the payment back from us.

Also, you will not have to pay towards labour costs. If you use a garage that is not in our network, the highest amount we will pay for labour will be the network labour rate at the time of the claim unless you have paid an extra premium and we have agreed a higher rate (this will be shown in your policy schedule).

### 2. Documents Required

If you make a claim, you will need to provide proof that you have had the motorcycle serviced regularly, and your latest MOT certificate. When taking your motorcycle to a VAT-registered garage for repair, you must take with you the following documents:

- This policy and the policy schedule.
- Proof that you have had the motorcycle serviced regularly (last service invoice) and your latest MOT certificate.
- A completed claim form that provides as much detail as possible about the breakdown.

### 3. The garage

The garage will find the cause of the breakdown and check that this policy covers the parts directly causing the breakdown.

The garage will be responsible for phoning our Claims Department on 0330 123 3960 to agree the cost of repair.

They will start the agreed repairs once you instruct them to.

The Claims Department has the right to examine the motorcycle and to ask an independent expert to assess the breakdown before the garage can start any repairs. The garage must not start any repairs until the administrator's Claims Department have authorised the repair on your policy and agreed the cost.

Should you decide to give permission to the Repairer to commence work on your motorcycle without authorisation from the Claims Department, you do so in the knowledge that we reserve the right not to meet your claim due to the fact that you have denied us the opportunity to inspect your motorcycle and the failure.

### 4. After the repair

Once the repairs have been completed, we will pay the garage if it is one of our network garages. If you use a different garage, you must



# How to claim

pay for the repair and claim the cost back from us. If you are VAT registered, you will be responsible for paying the VAT on your claim.

## 5. Payment of Claim

You should send us the filled-in claim form, paid invoice and any supporting documents (this may include your MOT certificate document and proof of regular services). We will pay your claim as soon as we receive your claim form as long as this has been filled in correctly. We will then issue a replacement claim form and return your supporting documents to you. If you need extra claim forms, you can download one direct from our website at [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk), or simply phone us on 0330 123 3960 (make sure you have your policy details with you when you call). Our Claims Department must receive your claim within 30 days of the repairs being completed. If we receive your claim after this, we will review the reason for the delay and decide whether to accept the claim.

# Complaints procedure

If you have a complaint about any of our services, please let us know so that we have the opportunity to investigate the problem and put things right. You should first send your complaint to:

Managing Director  
Warranty Direct  
Floor 4, Fountain House  
2 Queens Walk  
Reading, Berkshire  
RG1 7QF.

Alternatively, email Warranty Direct at: [complaints@warrantydirect.co.uk](mailto:complaints@warrantydirect.co.uk) or call Warranty Direct on: 0800 731 7001

If you are still not satisfied, we will tell you about our procedures and all relevant contact details during each stage of your complaint.

## Investigation

A complaint handler will investigate your complaint. They will not have been directly involved in the issue you are complaining about.

## Communication

1. We will usually acknowledge your complaint in writing on the same day, but in any case within five working days. Our acknowledgement will

also include the relevant complaint handler's details and a copy of our procedures.

2. If we need to ask you for more information, we will tell you why this is necessary.
3. We will return your phone calls within two working days.
4. We will give you a clear written explanation for our action. If we need to pay any undisputed amount due under the policy, we will do this quickly and this will not affect your complaint.
5. If we need to take action to settle the problem, we will tell you what action we will take and keep you up to date with any developments.
6. Within eight weeks of receiving your complaint, we will send you:
  - a final response; or
  - a written response which will:
    - (a) explain why we cannot yet settle your complaint and advise you when our experts are able to provide you with a final response; or
    - (b) inform you that you may now refer your complaint to the Financial Ombudsman Service; and

(c) provide you with a copy of the Financial Ombudsman Service standard explanatory leaflet.

7. When we issue our final response, we will give you written details of the next stage of our complaints procedure, including information about referring your complaint to the Financial Ombudsman Service or to The Motor Ombudsman service.

Financial Ombudsman Service,  
Exchange Tower, London E14 9SR -  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk);  
call 0800 023 4 567 or 0300 123 9 123;  
email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk);

The Motor Ombudsman Ltd, 71 Great Peter Street,  
London, SW1P 2BN

Online: [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org)

Call: 0345 241 3008

Email: [consumer@tmo-uk.org](mailto:consumer@tmo-uk.org)



Motor Industry Code of Practice for

**Vehicle Warranties**





# Data protection

## Data Protection Act 1998

For the purposes of the Data Protection Act 1998, the joint Data Controllers in relation to any personal information you supply are Warranty Direct and the insurer.

## Insurance Administration

The personal data you supply may be used for the purposes of insurance administration by the Data Controllers named above, their associated companies and/or agents. Your personal data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your personal data may also be used to prevent crime. The Data Controllers will ensure that your personal data is kept secure and used only for the purpose of providing insurance, handling claims and letting you know about other products which we think will be of interest to you. This may mean passing the information to third parties.

On payment of the appropriate fee, you have the right to access and if necessary rectify information held about you (this is known as a Subject Access Request). To exercise these rights, please contact:

Data Protection Officer  
Warranty Direct  
Floor 4, Fountain House  
2 Queens Walk  
Reading  
Berkshire  
RG1 7QF.

Alternatively, e-mail Warranty Direct at: [dataprotectionofficer@warrantydirect.co.uk](mailto:dataprotectionofficer@warrantydirect.co.uk) or call Warranty Direct on: 0800 731 7001

In assessing any claims made, the Data Controllers or their associated companies or agents, may undertake checks against publicly available information about you (such as electoral roll, county court judgements, bankruptcy or repossessions). This information may also be shared with other insurers to help in the prevention of fraud.

When your insurance ends, the Data Controllers will destroy or erase all information held about you (including information held on their systems) as soon as reasonably possible and instruct their associated companies and agents to do the same.

# Policy summary

## keyfacts®

This policy summary does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the policy document on pages 3 to 18.

### The Insurer of this Policy

The insurer of this policy is Pinnacle Insurance plc. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Type of Insurance and Cover

This insurance policy pays towards the cost of repairing a motorcycle following breakdown of an insured part. A list of insured parts can be found within this policy booklet.

### Significant Requirement

You must have your motorcycle serviced in accordance to the manufacturers' guidelines by a VAT registered garage within 30 days or 750 miles (whichever is sooner) of the recommended service interval. Proof of such service is required in the event of a claim by way of servicing invoice and stamped servicing handbook.

### Significant Exclusions and Limitations

1. Any item not specifically mentioned is not covered.
2. We will not pay for breakdown of any insured part within the first 90 days of your policy incepting (unless it is a renewal) where the breakdown of that part is caused mainly or completely by wear and tear.
3. The policy does not cover any pre-existing faults.
4. We will not pay for repairing or replacing parts which have not suffered a breakdown.
5. The policy will pay the full cost of repairs up to the claims limit shown on your policy schedule. When the mileage is over 30,000 miles, a contribution to the parts costs will be required.
6. You will be required to pay the amount of excess shown in the schedule for each claim.

If you require more information about these, or other exclusions and limitations, you should read the policy document, particularly the Sections headed 'What is Insured', 'What is not insured' and 'General conditions'. If in any doubt contact the administrator's Claims Department on 0330 123 3960 for advice.

Please ensure you read these carefully and familiarise yourself with them.

### Premiums

Your instalment option will be agreed with you at the start of your policy. Please refer to the Section 'Premiums' of your policy document.

The amount you pay for cover may change during the time you have this policy. This may be because of changes to our expected future costs. We will only change your premium for this reason where there is a change to the specific factors we have set out in your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in general labour and repair rates and product reliability.

This is a renewable policy with reviewable premiums. This means that your premium may change at your next renewal date. You will be given at least 30 days' written notice of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements.

As a result of the premium review, your premium may go up, stay the same or go down, and there is no limit to the amount of any change. If a review results in an increase to your premium and you do not wish to pay the increase you can contact us to discuss your options or cancel.



# Policy summary (continued)

## Terms and conditions

We may vary or waive the terms and conditions of this policy. This may be to:

- vary the cover provided under this policy because of changes to our expected future costs. We will only change your terms and conditions for this reason where there is a change to the specific factors we have set out in "Premiums" Section of your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in general labour and repair rates and product reliability;
- improve your cover;
- comply with any applicable laws or regulations; or
- correct any typographical or formatting errors that may occur.

You will be given at least 30 days written notice of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements. Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If you do not wish to continue your cover you can contact us to discuss your options or cancel.

## Cancellation

### Your right to cancel

If, having purchased a motorcycle breakdown insurance policy from us, you decide that you do not want the policy after all, simply contact us within 14 days from receipt of your policy document and, subject to there not having been a claim, we will cancel all cover. We will give a full refund of any premium you have already paid within this period.

If you decide to cancel after this period, a refund will be provided subject to the length of time on cover (see Section "Cancellation" of your policy document).

### Our right to cancel

We may cancel your insurance cover immediately where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) or where you have misrepresented or when asked failed to disclose something at the time of application which would have caused us to decline you for cover.

## Duration of Insurance

This is an annual policy. The annual period of cover will be shown in your schedule. Regardless of this, all cover will cease when the motorcycle reaches 120,000 miles. We will send you an invitation to renew your policy at

least 30 days before each annual period of cover runs out.

## How to Claim

If you need to make a claim, please telephone the administrator's Claims Department on 0330 123 3960.

## Complaints Procedure

If you have a problem with the service you receive, you can write to the Managing Director, Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading, Berkshire, RG1 7QF or telephone 0800 731 7001.

If we cannot resolve your complaint to your satisfaction you may be entitled to complain to the Financial Ombudsman Service or The Motor Ombudsman service.

## Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website - [www.fscs.org.uk](http://www.fscs.org.uk)

# About our insurance services

Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading, Berkshire, RG1 7QF.

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

## 2. Whose products do we offer?

- We offer products from a range of insurers.
- We only offer products from a limited number of insurers. Ask us for a list of insurers we offer insurance from.
- We only offer products from a single insurer.

## 3. Which service will we provide you with?

- We will advise and make a recommendation to you after we have assessed your needs.
- You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed

## 4. What will you have to pay us for our services?

- A fee.
- No fee.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

## 5. Who regulates us?

Warranty Direct is authorised and regulated by the Financial Conduct Authority. Our FCA Register Number is 309075. Our permitted business is arranging general insurance contracts.

You can check this on the FCA's Register by visiting the FCA's website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on: 0800 111 6768.

## 6. Ownership

Cardif Pinnacle Insurance Holdings plc owns 100% of Warranty Direct's share capital.

## 7. What to do if you have a complaint?

If you wish to register a complaint, please contact us: ...in writing

Write to Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading, Berkshire, RG1 7QF.

...by phone

Telephone 0800 731 7001

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

## 8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk).



## Other services: Car Warranty

Warranty Direct also offer vehicle extended warranties for mechanical and electrical breakdown.

There are hundreds of things that can go wrong with your car in the future, so why not cover it now? It doesn't matter if you've owned it for years or just bought it from a dealer, privately or from an auction - we could offer you a warranty while you're on the phone - or on the web!



**For details on our range of services contact us:**

**Call 0330 123 3971 | buy online [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk)**

**Administration:** 0330 123 3971 | **Fax:** 0330 123 3505 | **Email:** [info@warrantydirect.co.uk](mailto:info@warrantydirect.co.uk) | **Web:** [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk)

Registered Address: BNP Paribas Cardif Limited, Pinnacle House, A1 Barnet Way, Borehamwood, WD6 2XX.  
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This policy GP02522 is underwritten by Pinnacle Insurance plc.