

**AA**

# **Bike Hire Plus**

## Welcome to AA Motorcycle Insurance Services

Thank you for purchasing a policy with us. This booklet contains information about your AA Motorcycle Insurance Bike Hire Plus policy, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

At AA Motorcycle Insurance Services we go that extra mile for bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continue to provide you with quality motorcycle insurance for years to come.

A handwritten signature in black ink, appearing to read 'Andy Powell', with a long horizontal line extending to the right.

Andy Powell  
Managing Director AA Motorcycle Insurance Services

## Bike Hire Plus

Thank **you** for taking out a Bike Hire Plus policy. DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the vehicle hire insurance under **your** policy.

### How we can help

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will supply **you** with a motorcycle up to 650cc for up to 14 days if **your vehicle** is stolen and not recovered or is unrideable following theft, attempted theft, fire, vandalism, accidental damage an **insured person** is responsible for, or is declared a total loss by **your** insurer following an accident.

### Making a claim

To make a claim under **your** policy, please telephone **us** as soon as possible on 0344 335 2934. **We** will tell **you** what to do next. The telephone line is available 24 hours a day, seven days a week. The Claims department is available 8am – 8pm Monday to Friday, 8am – 5pm Saturday, and 9am-5pm on bank holidays (excluding Christmas Day and New Year's Day). If **you** call outside these times **we** will take details of **your** claim and call **you** back.

To help **us** check and improve **our** service standards **we** may record all inbound and outbound calls.

### When we cannot help

Please do not hire a vehicle before we have agreed. If **you** do, **we** will not pay the costs involved.

### How to make a complaint

**We** always aim to give **you** a high-quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if we've been unable to respond to **your** complaint within 8 weeks, **you** can ask the Financial Ombudsman Service for a free and independent review of **your** complaint.

**You** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect **your** right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If **you** are unhappy with the service provided by an appointed representative, the relevant complaint-handling procedure is available on request.

### Our Head and Registered Office is

**DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.** Registered in England and Wales, Company Number 103274. Website: **www.das.co.uk**.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk).

### **Definitions**

The following words have these meanings wherever they appear in this policy in **bold**:

#### **Countries covered**

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

#### **Date of Occurrence**

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

#### **Insured Person(s)**

**You**, and any passenger or rider who is riding **your vehicle** with **your** permission.

#### **Period of Insurance**

The period for which **we** have agreed to cover **you**.

#### **Vehicle hire costs**

The cost of hiring a replacement motorcycle up to 650cc for up to 14 days. This cost includes motor insurance for the vehicle.

#### **We, us, our**

DAS Legal Expenses Insurance Company Limited.

#### **You, your**

The person who has taken out this policy (the policyholder).

#### **Your vehicle**

The motorcycle specified in the motor insurance policy to which this policy attaches.

### **Cover**

**Your** policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance described in this policy, keeping to the terms, conditions and exclusions as long as the **date of occurrence** of the insured incident is during the **period of insurance**, the insured incident happens within the **countries covered** and the hire vehicle is required within the **countries covered**.

Insured Incident	Policy exclusions
<p>Vehicle Hire</p> <p><b>We</b> will make the arrangements for vehicle hire for <b>you</b> within the <b>countries covered</b> and <b>we</b> will pay <b>your vehicle hire costs</b> for a single continuous period of up to 14 days, or until <b>you</b> can drive <b>your vehicle</b> again, if this is sooner, if <b>your vehicle</b> is:</p> <p>(a) stolen and not found; or  (b) undriveable following a theft, attempted theft, fire, storm, flood or vandalism; or  (c) declared a total loss by <b>your</b> motor insurer following an accident; or  (d) accidental damage which an <b>insured person</b> is responsible for, to <b>your vehicle</b>, making it unrideable</p> <p>Please note that:</p> <p>(i) If the incident is covered by <b>your</b> motor insurance, <b>you</b> must have reported it to <b>your</b> motor insurer. If this is the case, <b>you</b> must provide <b>us</b> with confirmation from <b>your</b> motor insurer that they have accepted <b>your</b> claim under their policy.</p> <p>(ii) If <b>your vehicle</b> has been declared a total loss by <b>your</b> motor insurer, <b>you</b> must provide <b>us</b> with evidence of this, (either written notification from <b>your</b> motor insurer or a copy of an engineer's report).</p> <p>(iii) If a criminal act has been committed, <b>you</b> must have reported the incident to the Police and <b>you</b> must provide <b>us</b> with the crime reference number.</p> <p>(iv) <b>You</b> must tell <b>us</b> as soon as <b>your vehicle</b> becomes available for <b>you</b> to drive again.</p> <p>(v) <b>You</b> must agree to <b>us</b> trying to recover any <b>vehicle hire costs</b> in <b>your</b> name where possible and any costs recovered must be paid to <b>us</b>.</p> <p>(vi) <b>We</b> will choose the vehicle hire company and the type of vehicle to be hired which will be a motorcycle up to 650cc.</p> <p>(vii) <b>You</b> must meet the age and licensing rules of the vehicle hire company <b>we</b> choose and must follow any conditions of hire.</p> <p>(viii) <b>We</b> can take details of <b>your</b> claim at any time, but can only deliver a hire vehicle between 8am – 6pm Monday to Friday and 8am – 12pm Saturday (excluding public and bank holidays).</p>	<p>What is not covered</p> <p>Any claim that arises from an <b>insured person's</b> use of drink or drugs.</p> <p><b>We</b> will not pay for the following:</p> <ol style="list-style-type: none"> <li>1. Costs we have not agreed</li> </ol> <p>Any <b>vehicle hire costs</b> that are incurred before our acceptance of a claim.</p> <ol style="list-style-type: none"> <li>2. A dispute with DAS</li> </ol> <p>A dispute with <b>us</b> not otherwise dealt with under policy condition 4.</p> <ol style="list-style-type: none"> <li>3. 48 hour restriction</li> </ol> <p>If <b>you</b> take out this policy other than when <b>you</b> arrange motor or legal protection insurance for <b>your vehicle</b>, <b>we</b> will not cover a claim following an incident within the first 48 hours of <b>your period of insurance</b>.</p> <ol style="list-style-type: none"> <li>4. Uninsured drivers</li> </ol> <p>The insured vehicle being used by anyone, with <b>your</b> permission, who does not have valid motor insurance or a valid driver's license.</p> <ol style="list-style-type: none"> <li>5. Nuclear, war and terrorism risks</li> </ol> <p>A claim caused by, contributed to by or arising from:</p> <ol style="list-style-type: none"> <li>a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or</li> <li>b) the radioactive, toxic, explosive or other hazardous properties of an explosive nuclear assembly or nuclear part of it; or</li> <li>c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or</li> <li>d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.</li> </ol>

<p>(ix) If an excess is applied by the vehicle hire company, <b>you</b> will be responsible for paying this excess if the hire vehicle is damaged during the hire period. <b>You</b> can avoid paying the excess if <b>you</b> pay the vehicle hire company an insurance premium. The premium will depend on how long <b>you</b> keep the vehicle. <b>You</b> will be told whether an excess will apply along with the amount of the excess and insurance premium before <b>you</b> agree to hire the vehicle.</p> <p>(x) If <b>you</b> need a particular vehicle, <b>you</b> can talk to the hire company about this. <b>We</b> will pay our standard <b>vehicle hire costs</b> rate to the hire company and <b>you</b> will be responsible for paying the extra costs.</p> <p>(xi) <b>We</b> will not be responsible for providing a vehicle with customised or bespoke modifications that match the specification of the insured vehicle.</p>	
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## Policy Conditions

### 1. Keeping to the policy terms

An **insured person** must:

- a) Keep to the terms and conditions of the policy;
- b) Take reasonable steps to avoid and prevent claims;
- c) Take reasonable steps to avoid incurring unnecessary costs;
- d) Send everything **we** ask for, in writing, and;
- e) Report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

### 2. Cancelling the Policy

**You** can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

**You** may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

### 3. Fraudulent claims

**We** will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

### 4. Other Insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 5. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

Alternatively, there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

## 6. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## 7. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Data Protection

To comply with data protection regulations, **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details, including **your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **you** have, sensitive information such as medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **your** personal information either directly from you, the third party dealing with **your** claim or from the authorised partner who sold **you** the policy.

## Who We Are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## How We Will Use Your Information

**We** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **you** have, **your** information may also be sent outside the EEA so the service provider can administer **your** claim.

**We** will take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by our legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime,

including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

### **What is Our Legal Basis for Processing Your Information**

It is necessary for **us** to use **your** personal information to perform **our** obligations in accordance with any contract that **we** may have with **you**. It is also in **our** legitimate interest to use **your** personal information for the provision of services in relation to any contract that **we** may have with **you**.

### **How Long Will Your Information Be Held For?**

**We** will retain **your** personal data for 7 years. **We** will only retain and use **your** personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use **your** personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **What Are Your Rights?**

**You** have the following rights in relation to the handling of **your** personal data:

- **You** have the right to access personal data held about **you**
- **You** have the right to have inaccuracies corrected for personal data held about **you**
- **You** have the right to have personal data held about **you** erased
- **You** have the right to object to direct marketing being conducted based upon personal data held about **you**
- **You** have the right to restrict the processing for personal data held about **you**, including automated decision-making
- **You** have the right to data portability for personal data held about **you**

Any requests, questions or objections should be made in writing to the Data Protection Officer:

**Data Protection Officer**  
**DAS Legal Expenses Insurance Company Limited**  
**DAS House**  
**Quay Side**  
**Temple Back**  
**Bristol**  
**BS1 6NH**

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **How to Make a Complaint**

If **you** are unhappy with the way in which **your** personal data has been processed **you** may in the first instance contact the Data Protection Officer using the contact details above.

If **you** remain dissatisfied then **you** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

**Information Commissioner's Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**  
[www.ico.org.uk](http://www.ico.org.uk)



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