

# Saga Motorcycle Insurance

Your Policy Booklet



SAGA

Motorcycle insurance done properly

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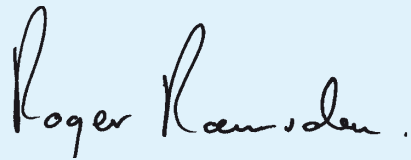
Welcome to Saga Motorcycle Insurance.

We aim to provide the highest level of care and service possible for our customers, so we have designed this policy with your specific needs in mind.

Please read the policy booklet carefully together with your policy schedule, to make sure the cover you have chosen is the most appropriate for you.

I hope that you will find this policy gives you the level of protection you want for your vehicle.

If you need to make a claim on the policy, you can find details of how to do so on page 14.

A handwritten signature in black ink that reads "Roger Ramsden". The signature is written in a cursive style with a period at the end.

Roger Ramsden  
Chief Executive

# Introduction

The words shown in bold print are defined on page 6.

The contract of insurance between you and us is made up of:

- the policy booklet;
- the **schedule**;
- any **endorsements** to **your** policy; and
- the **certificate of motor insurance**.

## Your duty of disclosure

It is **your** responsibility to provide complete and accurate information to **insurers** when you take out **your** insurance policy, throughout the life of the policy and when **you** renew **your** insurance. Failing to disclose any material information or changes in the risk to **your insurers** could invalidate **your** insurance cover and could mean that part or all of a claim may not be paid. If **you** are unsure whether a fact is material **you** should disclose it.

## Changes to your policy details or cover

It is most important that **you** tell **us** as quickly as possible of any changes that occur since the insurance started or since the last renewal date. If **you** do not it is possible that a claim will not be covered. Some examples of changes are given below; if **you** are in any doubt whether a change needs to be advised, please contact Customer Services on **0845 307 3573**.

- Change of vehicle - **you** will not be insured until a cover note or revised **certificate of motor insurance** has been issued;
- Change to the **motorcycle** itself such as fitting alloy wheels, bodywork alterations or engine modifications;
- Change of ownership or main user of the **motorcycle**;
- Change of address, including where **your motorcycle** will be kept overnight and where **you** primarily reside;
- Change to the use of **your motorcycle** or the full or part-time occupation of any of the drivers;
- Change of riders - **you** will not be insured until a cover note or revised **certificate of motor insurance** has been issued, unless **your certificate of motor insurance** already allows this;
- Change to the rider details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a rider;
- Change to **your** annual mileage.

If **you** make changes to **your** policy details or cover or request duplicate documentation at any time during the period of cover, Saga Services Limited will charge an administration fee. This fee is not a premium **you** pay for **your** insurance cover and may change from time to time.

## Automatic renewal process

If **you** are paying by instalments the policy (Motorcycle Insurance and where applicable Legal Expenses, Personal Accident/Road Rage and Helmet and Leather Cover) will be renewed automatically with **your** existing **insurer** if **we** are able to do so and in the absence of **your** instructions at renewal to the contrary.

## Important - Personal information

Any personal data **you** provide will be held securely and in accordance with the Data Protection Act 1998. **Saga** will use **your** personal data for the purpose(s) for which **you** have provided it. **Your** details may also be used for marketing, offering renewals, research and statistical purposes and crime prevention.

**Saga** may however need to disclose personal data to a third party so that the service **you** requested can be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, **Saga** will endeavour to ensure that any recipient of **your** data will treat it with the same level of protection as **Saga** would. **Your** data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

**Your** calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. **Saga** may check information provided or received and we may also undertake credit searches and additional fraud searches.

If **you** give **Saga** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **Saga** to be able to process their personal data (including any sensitive personal data) and also that **you** have told them who **Saga** is and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, **you** have the right to access and if necessary rectify information held about **you** by formal written application to Saga's Group Data Protection Officer, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. By providing **Saga** with **your** personal data and contact details, **you** consent to the Saga and Acromas groups of companies and their partners using it to contact **you** by post, telephone, e-mail, SMS or other electronic means, to inform **you** about any products and services which it considers may be of interest to **you**. However, **you** can contact the Saga Data Protection Officer in writing at any time to suppress contact for some or all Saga products.

**You** should show these notes to anyone insured to drive the vehicle covered under this policy.

Information relating to **your** insurance will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB).

MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for the purposes not limited to but including Electronic Licensing, Continuous Insurance Enforcement, law enforcement for the purposes of prevention, detection, apprehension, and or prosecution of offenders and the provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (in the UK, EEA or certain other territories), other insurers and/or the Motor Insurers' Bureau may search the MID to obtain relevant information.

Persons pursuing a claim (including his or her appointed representatives) in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** current registration number. If it is incorrectly shown on the MID **you** are at risk of having **your** vehicle seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

# Definitions

To save lengthy repetition, wherever the words or phrases below occur, they will have the precise meaning described and to assist have been printed in bold throughout this policy:

## Certificate of motor insurance

A document that **you** must have as proof that **you** have the motor insurance necessary to comply with the law. It shows who can ride **your motorcycle**, what purpose it can be used for and whether **you** are permitted to ride other **motorcycles**. The **certificate of motor insurance** does not, however, indicate the full policy cover and for this **you** need to refer to the main text of the policy booklet.

Wherever the expression '**certificate of motor insurance**' is used in this contract, it means the certificate which, from time to time, is that in force and not one which **we** have withdrawn or which has ceased to be valid.

**Commencement date** The date of inception or renewal of the policy.

**Endorsement(s)** An extension or restriction to **your policy**. **Endorsements** only apply if they appear in **your** policy.

**Excess** The amount shown on **your schedule** that **you** must contribute to each and every incidence of loss or damage to **your motorcycle** which is covered by this policy.

**Green Card** A document required by certain non EU countries to provide proof that **you** have the minimum insurance cover required by law to ride in that country.

**Insurer, we, us, our** The **insurer** described in the **schedule**.

**Insured, you, your** The person or persons described in the **schedule**.

**Motorcycle(s)** A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.

**Period of insurance** The period from the **commencement date** to the expiry date shown in the **schedule**.

**Saga** Saga Services Limited, registered in England and Wales (Company No. 732602). Registered Office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

**Schedule** Details of **you, your motorcycle**, premium, cover and the **insurer**.

The **schedule** is part of and must be read in conjunction with this policy.

**Territorial limits** Any country which is a member of the European Union, Norway and Switzerland (including Liechtenstein) and any other country that have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

**Your motorcycle**

1. Any **motorcycle** described in the **schedule** and
2. Any other **motorcycle** in respect of which:
  - (i) details have been supplied to **Saga**; and
  - (ii) a **certificate of motor insurance** bearing the registration mark of that **motorcycle** has been delivered to **you** remains effective; and
  - (iii) **you** have paid the premium.

The vehicle(s) described in this **schedule** at inception shall be deemed to be deleted when the **certificate(s) of motor insurance** relating thereto ceases to be effective.

# Policy cover

Cover	Operative Sections
Comprehensive	All sections of the policy are operative
Third Party, Fire and Theft	All sections of the policy are operative except that Section 1 is operative only in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempted theft.
Third Party only	All sections of the policy are operative except Section 1

In consideration of the premium having been paid by **you, we** will provide insurance in accordance with the policy cover indicated in the **schedule** of this policy in respect of accident, injury, loss or damage occurring within the **territorial limits** or in the course of transit by sea between any ports therein including processes of loading and unloading during the **period of insurance** specified in the **schedule** or any subsequent period for which **we** may accept payment for renewal of this policy. This policy booklet, the proposal form or policy declaration, the **schedule** and the **certificate of motor insurance** should be read together and form the contract of insurance.

The contract is subject to the following:

- i. The **insured** has provided correct information on the proposal form or policy declaration form, to the best of their knowledge.
- ii. The **insured** understands that the premium is based on this information.
- iii. If any information is incorrect it may lead to the policy being invalid.
- iv. The **insured** must tell **us** if anything changes which might affect this policy. If **you** are not sure whether it is important, tell **us** just in case. Any changes that **you** do not tell **us** about may mean **your** policy is void.

# Section 1 - Loss of or damage to your motorcycle

We will cover **you** against loss of or damage to any **motorcycle** described in the **schedule** and its accessories and spare parts while thereon.

We may at **our** own option repair, reinstate or replace such **motorcycle** or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage.

If to **our** knowledge the **motorcycle** is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **us** in respect of such loss or damage. The maximum amount payable by **us** in respect of any claim for loss or damage shall be the market value of such **motorcycle** or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding **your** estimate of value shown in **our** records.

If such **motorcycle** is disabled by reason of loss or damage insured under this policy **we** will bear the reasonable cost of protection and removal to the nearest repairers.

We will also pay the reasonable cost of delivery to **you** after repair of such loss or damage not exceeding the reasonable cost of transport to **your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated herein.

## New motorcycle replacement

We will replace **your motorcycle** with a new **motorcycle** of the same make and specification (subject to availability) if, within 6 months of purchase new by **you**:

- any repair cost or damage covered by the policy exceeds 70% of its list price (including VAT) at the time of purchase; or
- **your motorcycle** is stolen and not recovered.

### Replacement is subject to:

- **your motorcycle** being owned by **you** or having been purchased under a hire purchase agreement (any **motorcycle** the subject of any type of leasing or contract hire agreement is not eligible for replacement);
- the agreement of any interested hire purchase company;
- **you** being the first registered owner of **your motorcycle**.

## Exceptions to Section 1

We shall not be liable to pay for:

- a. Loss of use of the insured **motorcycle** or any loss resulting from loss of use of the insured **motorcycle**.
- b. Depreciation or wear and tear.
- c. Mechanical, electrical, electronic faults, breakdowns, malfunctions and breakages.
- d. Damage to tyres by application of brakes or by punctures cuts or bursts.
- e. Loss or damage to accessories and spare parts by theft if the **motorcycle** is not stolen at the same time.
- f. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- g. The first amount of any sum otherwise payable in respect of each and every occurrence of loss or damage to any **motorcycle** described in the **schedule** in accordance with the following:

Motorcycle Group Rating	Amount
1 to 4	£100
5 to 13	£150
14 to 16	£250
17+	£500

For details of the group rating of **your motorcycle** please refer to **your policy schedule**.

- h. Loss of or damage to helmets and protective clothing and other personal belongings.
- i. Loss of value following or because of repair.
- j. Loss or damage by theft whilst the ignition keys for **your motorcycle** have been left in or on the **motorcycle**.
- k. Loss of **your motorcycle** by deception of someone who claims to be a buyer or agent.

## Section 2 - Liability to third parties

### Your cover

- a. **We** will cover **you** in the event of an accident caused by or through or in connection with any **motorcycle** described in the **schedule** against liability at law for damages and claimant's costs and expenses in respect of death of or bodily injury to any person, or any amount not exceeding £20,000,000 in respect of damage to any person's property. **We** will pay all costs and expenses incurred with **our** written consent.
- b. If the effective **certificate of motor insurance** permits **you** to ride a **motorcycle** not belonging to **you** and not hired to **you** under a hire purchase agreement, **we** will cover **you**, subject to the limitations of and for the purposes of this section whilst riding such **motorcycle** as though it were a **motorcycle** described in the **schedule** and ridden by **you** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Cover for other persons (including passengers)

- a. If the effective **certificate of motor insurance** permits the riding of a **motorcycle** described in the **schedule** by a person other than **you**, **we** will cover such person in the terms of Section 2 above.
- b. **We** will in terms of Section 2 above cover at **your** request any passenger (other than the person riding) provided that such person:
  - i. is not entitled to cover under any other policy; and
  - ii. shall, as though such person were the **insured**, observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply.

### Cover for legal personal representatives

Upon the death of any person insured under this section **we** will transfer to that person's estate the benefit of this insurance against any liability covered by this section that the deceased may have incurred.

### Legal expenses

In respect of any act causing or relating to any event which may be the subject of cover under this section, **we** will arrange and pay for the following:

- a. Solicitors services in respect of:
  - representation at any coroner's inquest or fatal inquiry; and
  - defending any proceedings in any Court of Summary Jurisdiction.
- b. Legal services up to any amount not exceeding £1,000 in respect of any one occurrence for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death provided that at the time of the occurrence the rider has attained the age of 21 years.

**We** will only cover these legal costs if they relate to an incident, which is covered under this section.

### Exceptions to Section 2

**We** shall not be liable in respect of:

- a. Death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be covered under this section other than liability to such person:
  - i) carried in or upon, or
  - ii) entering or getting on to or alighting from any vehicle hereby insured and only so far as is necessary to meet the requirements of the Road Traffic Acts.
- b. Damage to property belonging to or held in trust by or in the custody or control of anyone **we** insure who claims under this section, and to property being conveyed by such **motorcycle**.
- c. Any person insured under this section who fails to observe the terms exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
- d. Damage to any **motorcycle** where cover in connection with the use or riding of that **motorcycle** is provided by this section.

## Section 3 - Payments made under compulsory insurance regulations and rights of recovery

Nothing in this policy shall affect the right of any person to recover an amount by virtue of the provisions of the law relating to the insurance of liability to third parties in any territory in which the policy operates, but in the event of **us** having to pay any amount which **we** would not have been liable to pay but for the provisions of such law **you** shall repay all such amounts to **us**. **We** reserve the right to recover such payments from **you** or from the person who incurred the liability.

## Section 4 - Emergency treatment

**We** will pay for any emergency medical treatment arising from an accident covered by this insurance as required by the Road Traffic Act. If this is the only payment **we** make, it will not affect **your** No Claim Discount.

## Section 5 - Continental use/Compulsory insurance requirements

In compliance with EU Directives this policy provides as a minimum the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7 [2] of EC Directive 72/166 CEE relating to civil liabilities arising from the use of a motor vehicle.

In addition to this minimum cover the policy provides the cover shown in the **schedule** in any country in the **territorial limits** subject to:

- **your motorcycle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- **your** visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature not exceeding one month in any one trip.

### Cover includes

- Transit by sea, air or rail in or between countries within the **territorial limits**.

- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country within the **territorial limits** subject to **your** liability arising as a direct result of a claim covered under this policy.
- General Average contributions. Salvage charges and Sue and Labour charges whilst **your motorcycle** is being transported by sea between any countries within the **territorial limits** provided that **your motorcycle** is covered for loss or damage under this policy.

### If you take your motorcycle abroad

All countries within the **territorial limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your certificate of motor insurance** should therefore provide sufficient evidence that **you** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **you** visit. There is no cover for countries outside the **territorial limits**. **We** may however be prepared to extend cover to certain of these countries on request in which case **we** will provide **you** with a **Green Card** and an additional premium will be charged.

## Section 6 – General exceptions

**We** shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability caused sustained or incurred while any **motorcycle** insured under this policy is being:
  - a. Used or ridden otherwise than in accordance with the appropriate sections of the effective **certificate of motor insurance**.
  - b. Ridden by any person other than described under the appropriate sections of **your** effective **certificate of motor insurance** except that cover will not be withdrawn:
    - i. if the injury, loss or damage was caused as a result of **your** **motorcycle** being stolen or having been taken without **your** consent or other lawful authority.
    - ii. if the person riding does not hold a driving licence and **you** had no knowledge of such deficiency.
  - c. Ridden by any person unless such person holds a licence to ride such **motorcycle** or has held and is not disqualified from holding or obtaining such a licence.
  - d. Ridden by or is in the charge of for the purpose of being ridden by any person to whom such **motorcycle** has been hired.
2. Any liability, which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
3. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever that is caused directly or indirectly by:
  - a. The carriage of substances that require a licence or any legal liability of whatsoever nature directly or indirectly caused by, contributed by or arising from:
    - i. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear combustion or equipment.
    - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss or damage directly or indirectly caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power.
  - a. All liability arising from acts of terrorism as defined in the terrorism Act 2000 except where we are required to provide cover under the Road Traffic Acts.
5. Any accident, injury or damage (except under Section 2) arising during or as a result of:
  - a. Earthquake; or
  - b. Riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
6. Any liability in respect of pollution except liability which **we** are obliged to cover by the law relating to compulsory motor insurance.
7. Any accident, injury, loss, damage or liability when any **motorcycle** covered by this policy is being ridden or used in or on that part of an aerodrome, airport, airfield or military base provided for:
  - a. the take off or landing of aircraft and for the movement of aircraft on the surface;
  - b. aircraft parking aprons including the associated service roads refuelling and ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area.

# General conditions (covering all sections)

## Making a claim

1. **You** or **your** legal personal representatives must give notice as soon as is reasonably possible after the occurrence of any accident, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to **us** as quickly as possible. Notice shall also be given in writing to **us** as quickly as possible if **you** or **your** legal personal representatives shall have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this policy.
2. No admission, offer, promise or payment shall be made or given by **you** or on **your** behalf without **our** written consent. **We** shall be entitled if **we** so desire to take over and conduct in **your** name or in the name of the person claiming under the policy the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim for compensation or damages and shall have full discretion in the conduct of any proceedings or in the settlement of any claim **you** or the person claiming under this insurance shall give all such information and assistance as **we** may require.

## Law applicable to contract

**You** and the **insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **you** reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **you** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

## Applicable language

The terms and conditions and all other information concerning this insurance are supplied in the English language and **we** undertake to communicate in this language for the duration of this policy.

## The Contracts (Rights of Third Parties) Act 1999

Save for the rights granted to **Saga** under this contract any person or company who is not a party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

## Your duty to prevent loss or damage

**You** shall take all reasonable steps to safeguard from loss or damage any **motorcycle** described in the **schedule** and to ensure that any such **motorcycle** is in a roadworthy condition. **We** shall have at all times free access to examine **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement.

## Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

## Your duty to comply with policy conditions

Without prejudice to **our** rights **your** observance and fulfilment of the terms provisions and conditions of this policy and of any **Endorsement** thereon in so far as they relate to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

## 'Cooling-off' period

**You** will, for a period of 14 days from the date **you** receive **your** policy documentation or the date **you** enter into the contract (whichever is later), have a right to cancel this policy and receive a refund (unless **you** have made a total-loss claim). This refund will be subject to a charge for the period of cover **you** have received, plus reasonable administration charges, except where cover has not commenced prior to the end of this 14-day period, in which case **you** will be

entitled to a full refund of the premium that **you** have paid. In order to cancel **your** policy within this period **you** must write to **Saga** confirming **your** intentions and enclose **your certificate of motor insurance**.

## Cancellation

1. In addition to **your** rights under the 'Cooling off' period **you** also have the right to cancel **your** policy at any time during the period of cover.

If **you** wish to cancel **your** policy, **you** must send **Saga your** current **certificate of motor insurance** with a letter saying that **you** want to cancel **your** policy. It is important to remember that cancelling your Direct Debit does not cancel **your** policy.

**We**, the **insurer**, or any agent appointed by **us** and acting with **our** specific authority may cancel this policy by sending **you** a 7 day notice of cancellation to your last known address (and in the case of Northern Ireland to the DVLNI). Provided that no claim has occurred during the current **period of insurance** **we** will calculate the premium for the period that **we** have been insuring **you** and refund any balance.

If **your** policy contains any additional covers, for example, Legal Expenses then these and **our** commission will be excluded from any refund calculations.

Any refund of premium due would depend on how long the insurance has been in force and is calculated in accordance with the **insurer's** published scales, which are available on request. No refund will be allowed if a claim has been made or has arisen under this insurance prior to such cancellation during the current **period of insurance**.

2. If **you** are paying the premium in relation to this insurance in monthly instalments by Direct Debit mandate, under the terms of a Credit Agreement this Insurance Contract automatically terminates if **you** fail to pay an instalment when due, or fail to maintain the Direct Debit mandate and such default is not corrected in the period specified in the default notice served pursuant to Section 88 (1) of the Consumer Credit Act 1987 (the notice period), and **you** fail to pay the whole of

the outstanding balance then becoming due and payable within 7 days of the expiry of the notice.

It is a further condition of this policy that if **you** make a claim then any balance of the premium outstanding for the remainder of the **period of insurance** becomes due and payable in full.

## Future change of insurer(s)

Your Saga Motorcycle Insurance policy is currently provided and underwritten by the insurer(s) noted on your schedule as part of an agreement between Saga Services Limited and the insurer(s). At some time in the future Saga may enter into an arrangement with a new provider for all or part of your policy in which case this new provider will offer you new cover to replace your current policy. If this is the case, we will write to you to confirm the details of the new provider, and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Saga to transfer any personal data to the new provider, and you consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling **0845 307 3573**.

# How to make a claim

## Claims service - how to make a claim

1. If your vehicle, accessories or spare parts have been lost or damaged, please check your schedule and policy to make sure the claim is covered. If your vehicle is damaged you must do what you can reasonably do to protect your vehicle and its accessories.
2. If the event is covered, or if you are in any doubt, call the Saga Claims Line on 0845 307 3430 to advise us of your claim, as soon as possible. Assistance is available on this number 24 hours a day, seven days a week. Please advise us of your policy number and our claims handler will inform you what to do next. You may be asked to complete a claim form. You must provide us with your personal details, those of the rider, full details of the incident and any other parties involved.
3. After your call, one of several things will happen and your claims handler will guide you. We have the right to choose which action to take in the case of any claim and we may arrange to:
  - repair the damage; or
  - replace what is lost or damaged beyond economical repair; or
  - pay you cash for the amount of the loss or damage.

If we ask, you need to give us any evidence to support your claim. We will confirm exactly what we need. Sometimes we will need to ask an independent loss adviser to help us deal with your claim. If so we will tell you and arrange for the loss adviser to visit you. The loss adviser's role is to assess the claim, confirm what action you need to take and recommend to us how to deal with the claim.

## Financial Services Compensation Scheme

The insurer(s) are covered by the Financial Services Compensation Scheme. You may be entitled to claim compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS website: [www.fcs.org.uk](http://www.fcs.org.uk)

## Other Insurance

If at the time any claim arises under this policy there is any other existing insurance covering the same loss, damage or liability in respect of your motorcycle or any motorcycle hired to you under a hire purchase agreement, we shall not be liable to pay or to contribute more than our rateable proportion of any loss or damage compensation costs or expense.

This provision will not place any obligation upon us to accept any liability under Section 2 which we would otherwise be entitled to exclude under Exceptions to Section 2.

## Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission, or forged or falsified documents are used to obtain benefit by you or anyone acting on your behalf all benefits under the policy shall be forfeited.

We exchange information with other insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

# Customer Service

## Our customer service commitment to you

Saga aims to provide you with high levels of service at all times. However, there may be times when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try to resolve the situation.

Whether you are phoning or writing, please remember to quote your name, address and policy number as it will help us deal with your enquiry or complaint quickly.

If you have a query or complaint about your Saga Motorcycle Insurance policy, please follow the procedure listed below.

If you have a specific complaint relating to an underwriting decision, premium changes or other technical insurance matters, you should contact:

The Operations Manager, Saga Motorcycle Insurance,  
Ross Enterprise Centre, Shorncliffe Industrial Estate,  
Folkestone, KENT CT20 3UJ  
Telephone: **0845 307 4388**, Fax: **01303 757907**  
e-mail: [complaints@sagamotorcycleinsurance.co.uk](mailto:complaints@sagamotorcycleinsurance.co.uk)

If you have a specific complaint relating to claims mismanagement, you should contact the relevant insurer outlined in your policy summary.

If your insurer is a member of Lloyd's and you are not happy with the way a complaint is dealt with, you should, in the first instance, contact the Chief Executive of your insurer.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder and Marketing Assistance department at Lloyds to review your case. The address is:

Policyholder & Marketing Assistance, Lloyd's Market Services, One Lime Street,  
London EC3M 7HA  
Telephone: **020 7327 5693**, Fax: **020 7327 5225**  
e-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

If you are not satisfied with the response you receive, you can ask the Financial Ombudsman Service to review your case. The Financial Ombudsman Service resolves disputes in an independent and fair way. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: **0300 123 9123 or 0800 023 4567**

### Important note

The Financial Ombudsman Service will only consider your complaint if you have already given us the opportunity to resolve the matter. However, if we have not provided a final response within eight weeks you can refer your complaint straight to the Financial Ombudsman Service. If you follow this complaint procedure, it does not affect your legal rights

# Helplines (Please have your policy number to hand when calling)

## Customer service

For questions about your motorcycle insurance policy

from the UK

**0845 307 3573**

Monday to Friday 8.30am to 5.30pm, Saturday 8.30am to 1pm.

from abroad

**+44 1303 757 417**

## Claims

Claims helpline

from the UK

**0845 307 3430**

24 hours a day, 7 days a week.

from abroad

**+44 1303 757 505**

If you have a hearing or speech impairment, you can also contact us by e-mailing [dda@saga.co.uk](mailto:dda@saga.co.uk)

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