

Agreement of Insurance

This document, along with your *Certificate of Insurance*, is a legally binding contract of insurance between you and us, the members of **BikeIns.club**.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and for the period for which you have paid our premium. This insurance applies within the countries you informed us of where you will be riding. Once you have made payment to us the agreement below will be in force for the dates, we have agreed to insure your motorcycle/scooter.

This agreement is written in English and all communications about it will be conducted in English.

Your Data

It is necessary to collect SOME personal data so that we can assess/administrate the terms of your policy, claims or losses.

Personal data includes:

- Contact Data
- Profile Data

We do not share data with other parties. We keep it simple and private!

Detecting and Preventing Fraud

To keep premiums as low as possible for all our members, we ask of all our members to act as if they were "co-owner's" and let us know if a claim was filed fraudulently or dishonestly. We all share in the surplus and the less we claim the more we get back!

Summary of Cover

Damage to Your Motorcycle/Scooter

We only insure your motorcycle/scooter for damages. All other vehicles and injuries are not covered by this insurance. We will insure your motorcycle against damage caused by an event listed below:

1. Damage

We will pay for the cost of repairing damage caused to your motorcycle as a direct result of an accident only. The deductible/excess amount is US\$500. So, all damages US\$500 and below are for your own account. We pay damages only up to the amount of US\$3000, so if the total loss is above US\$3000 you will have to pay the difference.

We only pay through PayPal to your PayPal account, the same as used to pay your premium to us.

In order to speed up the payment process please take as many pictures as possible you can of the damages and the surrounds. We will also need a brief description of what took place. It is important that we can identify the original license plate, engine number and you the rider. We insure only motorcycles that you as our member ride. Should another party have an accident with the motorcycle you insured, no pay-out will be made.

2. Total loss

We will normally declare your motorcycle a total loss:

- If we deem the cost of repairing your motorcycle as uneconomical

2.1 What we will pay

Your motorcycle is insured on an 'agreed value' basis, the maximum amount we will pay is the value declared on your policy schedule, less any policy excess of US\$500 which is applicable. In simple terms it means that if you incur damages over US\$3000, the maximum pay-out will be US\$2500. In our experience this covers more than 99% of all accidents.

2.3 Motorcycle service/repair

We will only pay you, the insured party. The responsibility to effect repairs falls on you. This will also greatly increase the speed at which we can make payment to you.

2.4 Ownership of your motorcycle

If your motorcycle is subject to a hire purchase or lease/rental agreement and is involved in an accident, any payments we make will be to you. Once again this gives you leverage to offer the rental company a quick solution to either replace or repair your rental motorcycle/scooter. Our job is to get you on the road as quick as possible.

2.5 Compulsory and voluntary policy excess

If any claim is made you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first US\$500 towards any claim.

What is not covered under this section:

- The policy excess/deductible which applies under this section of the policy;
- Wear, tear and depreciation of your motorcycle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tires of your motorcycle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your motorcycle caused by filling its fuel tank with the incorrect fuel;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of your motorcycle
- Loss of or damage to any trailer or side car attached to your motorcycle;
- Loss of or damage to your motorcycle caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to your motorcycle caused by a deliberate act by you or any other person insured on this policy;
- Loss of or damage to your motorcycle if it is taken, used or ridden by any person other than yourself.
- Loss or damage to your motorcycle if it is involved in a theft or attempted theft.
- Loss of or damage to your motorcycle if it is unattended.
- Liability for any further damage which is caused by riding, or attempting to ride, your motorcycle if damaged or in an unroadworthy condition;
- The cost of repairing, replacing or improving any parts of your motorcycle if they have not been damaged;
- The cost of repairing or replacing any non-standard parts fitted to your motorcycle;
- The cost of repairing non-standard paintwork, finish or engravings on your motorcycle which exceeds that of standard paintwork repair;
- Damage to your motorcycle caused by faulty workmanship;

- Damage to your motorcycle caused by vermin, insects, mildew or fungus;
- Loss of or damage to any type of audio or Satellite Navigation equipment;
- Loss of or damage to any personal belongings such as clothing, crash helmets or gloves;
- Compensation for any costs incurred as a result of not being able to use your motorcycle following loss or damage;
- Costs which exceed the market value of your motorcycle or the value declared on your policy schedule;
- Costs which exceed the value of the motorcycle.

Foreign Use

We do not normally provide cover in any other country outside of those named on our website; however, we will consider doing so provided you inform us of the countries and send a photo of the entry stamp in your passport and we agree to cover you in the countries concerned; you pay any additional premium we require for providing this cover.

If we agree to your request, we will issue you with an Insurance Certificate Evidence of Cover.

Please note that the above information may change, therefore you must check the latest information with us before you travel.

No Claim Bonus

If a claim has not been made

If a claim has not been made against this policy in the current period of insurance, we will apply a 50% discount on your renewal premium for the next period of insurance; or pay 50% of your premium back by PayPal. We will also pay more at our financial year end if a surplus minus administration costs has accrued for the group as a whole.

If a claim has been made

If a claim has been made against this policy during the current period of insurance, your premium will be kept in full.

General Exclusions

Use and Riders

We will not pay for any loss, damage, injury, death or any other liability caused in any of the following circumstances whilst your motorcycle is being used, ridden or in the charge of for that purpose:

- i. For a use not specified or permitted on your Certificate of Insurance;
- ii. For pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
- iii. On or any sections of private toll roads without speed limits;
- iv. For racing, formally or informally, against another motorist whether on a road or track;
- v. By any person who is not stated in the "person to drive" section on your Certificate of Insurance ;
- vii. By a person who does not hold a valid driving license or is disqualified from driving;
- viii. By a person who holds a driving license but is not complying with any terms or conditions that may apply to that license;
- ix. By any person who does not hold a valid motorcycle license;
- x. With a load or a number of passengers which is unsafe or illegal;
- xi. When carrying a load which is not secure;
- xii. When you have hired the motorcycle to someone else, regardless of the purpose for which that person is using the motorcycle.

Deliberate Acts

We will not be liable for the death of or injury to any person or the loss of or damage to any property caused as a result of the deliberate use of your motorcycle:

- i. To cause damage to other vehicles or property; and/or
- ii. To cause injury to any person and/or to put any person(s) in fear of injury.

Drink and Drugs

We will not provide any cover under this policy, if an accident occurs whilst you or any other insured person:

- i. Is found to be over the prescribed limit for alcohol;
- ii. Is riding whilst unfit through drink or drugs, whether prescribed or otherwise;
- iii. Fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

Other Contracts

We will not pay for any liability you have under an agreement or contract unless you would be liable anyway if the agreement or contract did not exist.

We are indemnified of all and any legal action against us by agreeing to pay our premium.

War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

- i. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalization by any government or other authority;
- ii. Earthquake;
- iii. Acts of terrorism

General Conditions

Your duty: Policy Terms and Information

We will only provide the cover as set out in this policy if:

- i. You keep to the terms and conditions as set out in this
- ii. document and with any endorsements that are stated in your policy schedule;
- iii. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is true to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.
- iv. If any of the above conditions are not met, then we may reject a claim in full.

Safety and security of your motorcycle

You, and any other person insured by this policy, must take all reasonable precautions to:

- i. Keep your motorcycle in a safe and roadworthy condition;
- ii. Protect your motorcycle from loss or damage;

Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time you took out this policy or during the policy cover. Examples of such changes include but are not limited to:

- Changing or selling your motorcycle;
- Changing your motorcycle registration number;
- Changing the riders that are insured on this policy;
- If any of the riders insured on this policy has their driving license revoked;
- If any of the riders insured on this policy develops a medical condition that may affect their ability to drive;

Cancellation

By us

We have the right to cancel this policy at any time where there is a valid reason for doing so by giving you 7 days' notice by e-mail. Your policy will be canceled if the requested documentation is not received in time. Unlike other insurance policies, we do not hold your history against you. With us you start on a clean slate!

By you

You may cancel this policy at any time by contacting us at: info@bikeins.club. If a claim has not been made in the current period of insurance, we will provide a refund based on a pro rata calculation of the premium.

If a claim has been made in the current period of insurance then we will retain the full premium.

Claims handling

1. You must tell us without delay about any event that could lead to a claim.
2. You must give us all the information and assistance we require to deal with the claim.
3. You must fully co-operate with any third-party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to info@bikeins.club).

4. We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy, and we are entitled to take legal action in any such name to recover any payments we make.

Right of Recovery

If we are required to pay a claim under Road Traffic Law or the law of any country in which this policy operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) we make from you if you or any other insured person:

1. Caused the loss directly or indirectly;
2. Caused or permitted the motorcycle to be ridden by an uninsured rider;
3. Through act or omission, caused this insurance to be invalid.

Electronic Service

In the event that we bring proceedings against you as a result of any act or omission by you in relation to this policy, we may, at our discretion, serve proceedings upon you by email using the email address you provided to us when taking out this policy or such other email address you notify to us in writing from time to time.

Fraudulent Claims

We will not pay for any loss, damage or liability if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will cancel this insurance contract without refunding any premium and will seek to recover any costs that we have incurred.

Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we will welcome the opportunity to put things right for you.

Who to contact in the first instance?

Many concerns can be resolved straight away. Therefore, in the first instance, please get in touch with your usual contact at BikeIns.club as they will generally be able to provide you with a prompt response to your satisfaction.

You can contact us for any policy related issues as below:

Email: info@bikeins.club

We usually answer within 2-6 hours.

Many complaints can be resolved within a few hours or days of receipt

If we can resolve your complaint to your satisfaction within the first few hours or days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Making a Claim

What to do in the event of an accident:

1. Gather the details of any other party or parties involved (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.
2. Contact us by e-mail: info@bikeins.club
3. Please insert your policy number in the e-mail.
4. Attach photos of the scooter/motorcycle and the other parties' vehicles if applicable.
5. Write a short description of the incident in the e-mail.