## HARLEY — DAVIDSON® WARRANTY SERVICES

## HARLEY | ASSIST™ ROADSIDE ASSISTANCE INSURANCE



# HARLEY - DAVIDSON



# INTRODUCTION

Welcome to **HARLEY** | ASSIST<sup>TM</sup>. This handbook explains how Your **HARLEY** | ASSIST<sup>TM</sup> works and the benefits You now enjoy as a **HARLEY** | ASSIST<sup>TM</sup> customer. Always keep this handbook in a safe place, as You will need it to make a claim; we recommend keeping it with Your motorcycle insurance documents.

As part of our commitment to You, **HARLEY** | ASSIST<sup>™</sup> offers You benefits that will assist in safeguarding Your valued investment. It is very important for You to understand this policy, so please read this handbook carefully.

This policy is designed to help You in the event that Your motorcycle is stolen or damaged beyond economical repair and deemed to be a total loss by Your motorcycle insurance company.

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## HARLEY | ASSIST™

## **SUMMARY OF COVER**

The following is only a summary of the main cover limits. You should read the rest of this policy for the full terms and conditions.

Cover	Limit
Harley-Davidson Repatriation	Up to the market value of your bike
UK Hotel	Up to £155 per person per night (maximum payable £620)
Continental Europe Hotel	Up to 180€ per person per night (maximum payable 720€)
Hire Vehicle	Up to 2 days (Category A)

## Note

Some sections of cover have financial limitations.

For details, please refer to the cover sections of this handbook.

## **IMPORTANT INFORMATION**

Your **HARLEY** | ASSIST<sup>™</sup> Roadside Assistance Insurance policy and policy schedule show any special terms or conditions that may apply. It is very important that you read the whole of this document and make sure it provides the cover you need.

If there is anything you do not understand, please contact us on: **0800 587 9832** or write to:

#### HARLEY | ASSIST™

102 George Street, Croydon, CR9 6HD.

## Insurer

HARLEY | ASSIST™ Roadside Assistance Insurance is underwritten by AWP P&C SA and is administered in the United Kingdom by AWP Assistance UK Ltd trading as Allianz Assistance. Registered in England number 1710361. Registered Office: PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority (FCA).

AWP P&C SA is authorised and regulated by L'Autorit de Contr le Prudentiel et de R solution in France. Deemed authorised by the Prudential Regulation Authority (PRA). Subject to regulation by the FCA and limited regulation by the PRA. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA's website.

AWP Assistance UK Ltd will act as an agent for AWP P&C SA with respect to the receipt of customer money, for the purpose of settling claims and handling premium refunds.

## **HOW THIS COVER WORKS**

This policy and policy schedule form the contract of cover between you and us. We will pay for claims you make which are described in this cover, occurring during the period of cover and within the area of cover.

Unless specifically mentioned, the benefits and exclusions within each section, apply to your bike. Your policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definition of words'. These words have been highlighted by the use of bold print throughout the policy and policy schedule.

#### Information you need to tell us

There is certain information that we need to know as it may affect the terms of the insurance cover we can offer you.

You must, to the best of your knowledge, give accurate answers to the questions we ask when you buy your HARLEY | ASSIST™ Roadside Assistance Insurance. If you do not answer the questions truthfully it could result in your policy being invalid and could mean that all or part of a claim may not be paid. If you think you may have given us any incorrect answers, or if you want any help, please call **0800 587 9832** as soon as possible and we will be able to tell you if we can still offer you cover.

#### Your cancellation rights

If this cover does not meet your requirements or should you decide to cancel this insurance policy for any reason within 14 days of receipt of the original documentation, you can obtain a full refund of the premium paid without charge. After this 14 day period you will be entitled to a pro-rata refund subject to no claims being paid under the policy. In either case, if you have asked us to perform or provide any of the services given under this policy we are entitled to recover all costs that you have used for the service provided. To obtain a refund please write to Allianz Assistance, 102 George Street, Croydon, CR9 6HD or call **0800 587 9832**.

## Eligibility

This policy will be invalid if:

- you are not a resident of the United Kingdom;
- we have previously informed you that we cannot insure you. In this case we will refund any premium paid by you;
- you have not paid the premium when due.

## **Data Protection Notice**

We care about your personal data.

This summary below and our full privacy notice explain how Allianz Assistance protects your privacy and uses Your personal data. Our full privacy notice is here: www.allianzassistance.co.uk/privacynotice/

If a printed version is required, please write to Us at: Customer Service (Data Protection), Allianz Assistance, 102 George Street, Croydon, CR9 6HD.

• How will we obtain and use your personal data? We will collect your personal data from a variety of sources including:

- Data that you provide to us; and
- Data that may be provided about you from certain third parties such as the manufacturer of your bike and their franchised retailers and authorised repairers.

We will collect and process your personal data in order to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.
- Who will have access to your personal data? We may share your personal data:
- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on our behalf;

- Organisations who we deal with which provide part of the service to you such as motor dealerships and recovery operators;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service that we have provided to you.

We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

- How long do we keep your personal data? We will retain your personal data for a maximum of seven years from the date the insurance relationship between us ends. If we are able to do so we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.
- Where will your personal data be processed? Your personal data may be processed both inside and outside the United Kingdom (UK) or European Economic Area (EEA).

Whenever we transfer your personal data outside the UK or EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the UK or EEA receive an adequate level of protection.

- What are your rights in respect of your personal data? You have certain rights in respect of your personal data. You can:
- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and file a complaint.

- Automated decision making, including profiling We carry out automated decision making and/or profiling when necessary.
- How can you contact us? If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

By post: Customer Service (Data Protection), AWP Assistance UK Ltd, 102 George Street, Croydon, CR9 6HD

By telephone: 0208 603 9853

By email: AzPUKDP@allianz.com

## Governing law

Unless you and we agree otherwise, English law will apply and all communications and documentation in relation to this cover will be in English. In the event of a dispute hereunder, the English courts shall have exclusive jurisdiction.

## International sanctions

This policy may not provide any cover or benefit to the extent that either the cover or benefit would violate any applicable sanction, law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction, law or regulations. We decline claims to persons, companies, governments and other parties to whom this is prohibited under national or international agreements or sanctions.

## **Multiple insurances**

If you are entitled to compensation under another insurance policy, public scheme or obligation arising from a law or a regulation then we will not compensate you under this policy.

- We will, however, compensate you for the damage not covered by the other insurance policy, public scheme or legal obligation arising from a law or a regulation.
- If we do compensate you for damage or pay costs up front at your request, you assign your right to compensation under another insurance policy, public scheme or any legal obligation arising from a law or regulation to us.

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

No term of this agreement is to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Your statutory rights are not affected in any way by this cover. Nothing in these conditions will reduce your statutory rights relating to faulty or incorrectly described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

## Financial Services Compensation Scheme (FSCS)

For your added protection, the insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance cover provides protection for 90% of the claim, with no upper limit.

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **0800 678 1100** or **020 7741 4100**, or by visiting their website at **www.fscs.org.uk** 

## Servicing requirements for your bike

If you fail to have your bike serviced in accordance with the manufacturer's specifications during the period of cover, or you are unable to produce proof of such servicing if we request it, then this may invalidate your cover or we may refuse to assist you.



## **DEFINITION OF WORDS**

When the following words and phrases appear in this document, they have the meanings given below. These words are highlighted by the use of bold print.

## Areas of cover

You will not be covered if you travel outside the areas shown below:

## United Kingdom

England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

## Continental Europe

Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Cyprus, Czech Republic, Denmark (excluding the Faeroe Islands), Estonia, Finland (excluding Aland), France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain (including the Balearic Islands but excluding Canary Islands), Sweden, Switzerland and Turkey.

## Bike

Your Harley-Davidson, which is under 8 years old, the details of which are shown on your policy schedule.

## Breakdown/Immobilised

Immobilisation of the bike due to electrical or mechanical breakdown, lack of fuel, incorrect or contaminated fuel, puncture to tyres or loss of keys.

#### Insurer

AWP P&C SA.

## Period of cover

**HARLEY** ASSIST Roadside Assistance Insurance lasts for 12 months.

## Pillion

The person travelling on your bike with you at the moment **HARLEY** | ASSIST<sup>™</sup> Roadside Assistance Insurance is required.

## We, Our, Us

AWP P&C SA is the insurance company with which you have taken out your insurance policy. This is administered in the UK by Allianz Assistance.

## You/Your

The owner or user of the bike as shown on your policy schedule.

## WHAT TO DO WHEN YOU NEED ASSISTANCE

If you are in any doubt as to whether you require assistance, please telephone us first. Do not make your own arrangements without first contacting us. Should you require assistance following bike breakdown, fire or rider error (such as putting incorrect fuel in the tank) contact us with the following details:

- your name and exact location;
- a contact telephone number;
- registration number and colour of your bike;
- details of what has happened.

Calling from within the UK: Freephone: **0800 587 9832** 

Calling from Continental Europe: UK +44 (0)20 8603 9832

All calls are recorded and may be used for training purposes.

The following pages detail the extensive range of benefits provided by **HARLEY** | ASSIST™ Roadside Assistance Insurance. Please read these carefully.

## **UK COVER**

All costs quoted within this document are inclusive of VAT.

#### Home and roadside assistance

If your bike is immobilised, we will arrange assistance for you. Whenever practical, we will try to arrange roadside repair, but if the problem cannot be resolved, we will pay the costs of taking your bike to the nearest Harley-Davidson Authorised Dealer.

## Storage

If the Harley-Davidson Authorised Dealer is closed during the night and your bike has to be stored following recovery by HARLEY | ASSIST<sup>M</sup>, we will pay for the cost of storage up to a maximum of £50.

## Taxi transfer

If, following assistance, you need to be taken to a specific location, we will, organise and pay up to 40 for a taxi transfer for you and your pillion.

## Onward travel/hotel accommodation

Following assistance and in the event that repairs to your bike cannot be completed within four hours of your bike being immobilised, we will, whenever possible, organise and pay for you and your pillion to continue your journey or return home by the most appropriate means. Alternatively, if breakdown occurs more than 30 miles from your home address and hotel accommodation (up to 4 nights) is a more practical option, we will pay for the cost of bed and breakfast for you and your pillion up to £155 per person per night. The maximum allowance under this benefit is £620.

## **Replacement transport**

If, following assistance by **HARLEY** | ASSIST<sup>™</sup>, the bike cannot be repaired within four hours, we will, whenever possible, organise and pay for a replacement vehicle (Category A) for up to two days. The rental provider will need to see your valid driving licence and you will be asked for a deposit to cover fuel charges and any additional days hire. For further information please refer to the 'Terms and conditions'.

## **UK TERMS AND CONDITIONS**

## **Replacement transport**

Whenever possible we will attempt to provide you with a replacement vehicle (Category A) from one of the major rental companies. Under any circumstances you must be able to comply with their conditions of hire.

You will be responsible for any fuel costs incurred during the period of hire. Certain endorsements on your licence may prejudice your eligibility to hire.

Insurance requirements stipulate that you must be between 25 and 65 years of age. If you are under 25 or over 65 years of age we will try to make alternative arrangements but these cannot be guaranteed.

## Specialist charges

If the use of specialist equipment is required to provide assistance when your bike has, for example, left the highway, is in a ditch, is standing on soft ground, sand, shingle, stuck in water or snow or has been immobilised by the removal of its wheels, we will arrange recovery but you will be responsible for the costs. The costs may be refundable under the terms of your motor insurance policy.

#### Adverse weather conditions

When we experience adverse weather conditions, such as high winds, snow, floods, etc., external resources may be stretched and some operations become physically impossible until the weather improves. At such times, our priority is to ensure that you and your pillion are taken to a place of safety and so the recovery of your bike may not be possible until weather conditions permit.

#### Incorrect fuel

If your bike is immobilised as a result of refuelling with incorrect fuel, we will pay for the cost of recovering your bike to the nearest Harley-Davidson Authorised Dealer. The additional benefits detailed in this document will not be provided in the event of refuelling with incorrect fuel.

## **UK EXCLUSIONS**

#### We will not pay for:

- any expenses incurred without our prior authorisation;
- expenses which would normally have been payable by you, such as fuel and toll charges;
- the cost of replacement parts;
- any costs resulting from participation in motor racing, rallies, speed, track days or duration tests;
- the use of your bike for hire or reward i.e. taxi or courier services;
- any costs resulting from your bike being kept in an unroadworthy condition or not being serviced in accordance with the manufacturer's recommendations. If we believe that a recurring fault is due to poor maintenance of your bike, we reserve the right to request proof of servicing and to specify immediate recovery to a Harley-Davidson Authorised Dealer;
- any costs as a result of your participation in a criminal act or offence;

- any costs as a result of your being under the influence of intoxicating liquor, or solvent abuse or drugs;
- any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
- any costs as a result of civil or foreign wars, riots, popular movements, strikes, hostage taking or handling of weapons;
- any costs as a result of any effects of a nuclear origin or caused by any source of ionising radiation;
- any costs resulting from your deliberate acts (including but not limited to suicide and attempted suicide) and fraudulent acts.

## **CONTINENTAL EUROPE COVER**

Benefit amounts are inclusive of VAT.

## Validity

This service is only available for travel not exceeding 91 days in any single trip.

## Roadside assistance and recovery

If your bike is immobilised in Continental Europe, we will arrange assistance for you. If the problem cannot be resolved at the roadside, we will organise and pay for the recovery of your bike to the nearest Harley-Davidson Authorised Dealer.

## Storage

If your bike has to be stored whilst awaiting recovery or collection,we will pay storage costs up to  $50 \in$ .

## Taxi transfer

If, following assistance abroad, you need to be taken to a specific location, we will, organise and pay up to  $50 \in$  for a taxi transfer for you and your pillion.

## Onward travel/hotel accommodation

If your bike has been immobilised en route to your planned destination and your bike has been taken to a Harley-Davidson Authorised Dealer and cannot be repaired within four hours, you may wish to continue your original journey. We will, wherever possible, organise and pay the cost of the most appropriate method of onward transport to that destination.

Alternatively, you may wish to wait for the completion of repairs. If this necessitates an unscheduled stay, we will, wherever possible, pay the costs of the hotel accommodation for you and your pillion up to a maximum of four nights and  $180 \in$  per person per night on a bed and breakfast basis (maximum payable 720 $\in$ ).

#### **Replacement transport**

Provided that your bike has been recovered by HARLEY | ASSIST<sup>™</sup> we will, whenever possible, organise and pay for a replacement vehicle (Category A) within Europe whilst your bike is being repaired, up to a maximum period of two days. The rental provider will need to see a valid driving licence and you will be required to pay a deposit for fuel and any additional days hire.

For further information please refer to the 'Continental Europe terms and conditions'.

## Bike collection (repaired)

If your bike cannot be repaired in Continental Europe before your intended return date to the UK, we will arrange and pay the cost of your outward journey to collect your bike after repair (train fare or economy flight).

## Bike repatriation (unrepaired)

If your bike cannot be repaired in Continental Europe within two weeks, we will arrange and pay for the repatriation of your bike to the nearest Harley-Davidson Authorised Dealer.

The maximum amount payable by us for bike repatriation will not exceed the market value of your bike.

## **CONTINENTAL EUROPE TERMS AND CONDITIONS**

All costs quoted within this document are inclusive of VAT.

#### **Bike collection**

Train and plane will be paid for one person in economy class.

## Repatriation

If your bike has to be repatriated from Continental Europe, you should ensure that any items of value are removed. You will be asked to provide us with a signed inventory of any items left with your bike. Neither we nor our agents accept any liability for the subsequent loss of or damage to any items not declared on this inventory.

## Adverse weather conditions

During periods of adverse weather conditions, snow, floods, etc., external resources may be stretched and some operations become impossible until the weather improves. At such times, our main priority is to ensure that you and your pillion are taken to a place of safety and so the recovery of your bike may not be possible until weather conditions permit.

#### **Replacement transport**

Whenever possible **HARLEY** | ASSIST<sup>™</sup> will attempt to provide you with a replacement vehicle (Category A) from one of the major rental companies. Under any circumstances you must be able to comply with their conditions of hire.

You will be responsible for any fuel costs incurred during the period of hire. Certain endorsements on your licence may prejudice your eligibility to hire.

Insurance requirements stipulate that you must be between 25 and 65 years of age. If you are under 25 or over 65 years of age we will try to make alternative arrangements but these cannot be guaranteed.

## Incorrect fuel

If your bike is immobilised as a result of refueling with incorrect fuel, we will pay for the cost of recovering your bike to the nearest Harley-Davidson Authorised Dealer. The additional benefits detailed in this document will not be provided in the event of refueling with incorrect fuel.

## Autoroute restrictions

If assistance is required on a French autoroute and certain autoroutes in some other European countries, you must use the official SOS boxes at the side of the road in order to arrange initial recovery. You will be connected to the authorised motorway assistance service because the roads are privatised and we are prevented from assisting on them.

You should contact **HARLEY** | ASSIST<sup>™</sup> at the earliest opportunity so that we can arrange for the most appropriate assistance once your bike has been recovered from the autoroute.

Costs incurred for recovery from the autoroute should be claimed back from <code>HARLEY</code> ASSIST<sup>M</sup>.

## **CONTINENTAL EUROPE EXCLUSIONS**

## We will not pay for:

- any expenses incurred without our prior authorisation;
- expenses which would normally have been payable by you, such as fuel and toll charges;
- the cost of replacement parts;
- any costs resulting from participation in motor racing, rallies, speed, track days or duration tests;
- the use of your bike for hire or reward i.e. taxi or courier services;
- any costs resulting from your bike being kept in an unroadworthy condition or not being serviced in accordance with the manufacturer's recommendations. If we believe that a recurring fault is due to poor maintenance of your bike, we reserve the right to request proof of servicing and to specify immediate recovery to a Harley-Davidson Authorised Dealer;

- any costs as a result of your participation in a criminal act or offence;
- any costs as a result of your being under the influence of intoxicating liquor, or solvent abuse or drugs;
- any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
- any costs as a result of civil or foreign wars, riots, popular movements, strikes, hostage taking, handling of weapons;
- any costs as a result of any effects of a nuclear origin or caused by any source of ionising radiation;
- any costs resulting from your deliberate acts (including but not limited to suicide and attempted suicide) and fraudulent acts.

## **MAKING A COMPLAINT**

We aim to provide you with first class cover and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint your legal rights will not be affected.

## For complaints regarding claims or the administration of the policy please contact:

Customer Support HARLEY | ASSIST™ Roadside Assistance Insurance 102 George Street Croydon CR9 6HD

Email: customersupport@allianz-assistance.co.uk

## Call: UK +44 (0)20 8603 9853

Please supply us with your name, address, bike registration and details of your complaint, enclosing copies of relevant correspondence as this will help us to deal with your complaint in the shortest possible time. If you are not satisfied with our final response you can refer the matter to the Financial Ombudsman Service for independent arbitration:

#### Visit: www.financial-ombudsman.org.uk

Write to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR,

## Call: +44 (0)800 023 4567 or +44 (0)300 123 9 123

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

## **TRANSFER OF OWNERSHIP**

If your bike is sold, the remaining cover may be transferred to the new owner. Fill in the new owner's details below. Please note that the form below must be signed by you and the new owner.

Please enter new owner's details below: Policy Number:	
Frame Number:	Signature of previous owner:
Bike Registration Number:	Date:
Title: Initials:	
Surname:	Signature of new owner:
Address:	Date:
Postcode:	
Telephone Number:	HARLEY   ASSIST™
E-mail address:	Roadside Assistance Insurance 102 George Street
Mileage atv transfer:	Croydon CR9 6HD
I (name):	
wish to transfer the balance of my <b>HARLEY</b>   ASSIST <sup>™</sup> R	oadside Assistance Insurance policy to the new owner detailed above.

## **CHANGE OF ADDRESS FORM**

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Please send to:
_ HARLEY   ASSIST™ Roadside Assistance Insurance _ 102 George Street
– Croydon CR9 6HD
_
_
_
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## 21 | WARRANTY TRANSFER REQUEST

HARLEY | ASSIST™ Roadside Assistance Insurance is underwritten by AWP P&C SA and is administered in the UK by Allianz Assistance. Allianz Assistance is a trading name of AWP Assistance UK Ltd Registered in England No 1710361. Registered Office PO Box 74005, 60 Gracechurch Street, London, EC3P 3DS.

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Allianz Assistance acts as an agent for AWP P&C SA for receiving money from customers, settling claims and handling premium refunds.

This policy is available in large print, audio and Braille. Please phone 0800 587 9832 and we will be pleased to organise an alternative for you.

## HARLEY — DAVIDSON® WARRANTY SERVICES

HARLEY | ASSIST™ is a product name of Harley-Davidson Warranty Services\* \*Harley-Davidson Warranty Services is a trading name of Car Care Plan Limited Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG Registered in England and Wales No 850195. Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority © H-D 2020. Harley, Harley-Davidson and the Bar & Shield Logo are among the trademarks of H-D U.S.A., LLC.



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