

Welcome

Your new Motorcycle is supplied with a minimum of 12 months Roadside Assistance cover that is effective from the date you take delivery (policy issue date).

This document contains the full terms and conditions which should be read along with the Schedule issued to you by your dealer. We have tried to make this wording clear and easy to understand, using plain English wherever possible. However, if you do have any questions, please call Our Customer Services team on 03300 552 080 or email customerservices@tmo.co.uk, who will be happy to help.

This Breakdown Assistance is available for motorcycles purchased through your dealer.

If You have any questions regarding the sale or arrangement of this Breakdown Assistance, please contact Our Customer Services team on 03300 552 080 or email customerservices@tmo.co.uk.

Administration of this Breakdown Assistance

This is a contract between You and The Motoring Organisation Limited (Registered No 05304919), whose registered office is at Courtwood House, Silver Street Head, Sheffield, South Yorkshire, S1 2DD.

The Motoring Organisation Limited will use their discretion and best endeavours to ensure that You receive a fair and equitable resolution to each and every repair request You make.

This Breakdown Assistance is administered by The Motoring Organisation Limited.

The Motoring Organisation Limited trading address is at Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

For information on how We process your personal data, please refer to our privacy notice at: www.tmo.co.uk/privacy-policy.

Breakdown Assistance - UK Only

If your bike suffers a breakdown, we will make arrangements on the selling dealer's behalf for a specialist recovery agent to attend at the scene of the breakdown.

If you Breakdown and need Assistance, please call: 03300 183 526

What is included under the Breakdown Assistance?

Breakdown at the roadside

The appointed agent will provide roadside assistance throughout the UK, 24 hours a day, every day of the year if your bike is stranded on the highway as a result of a breakdown. The aim is to fix your bike, but if it cannot be fixed at the roadside within a reasonable time, it will be taken to the nearest Dealer.

Home Start

Provides all the benefits of Breakdown Assistance at your bike's registered address;

Recovery

If it is not possible to fix your bike at the roadside or arrange a prompt local repair, you and your bike can be transported to a UK mainland destination of your choice up to a maximum of 75 miles.

Breakdown Assistance is limited to UK only.

Breakdown shall mean

An event that renders the bike un-rideable and causes the bike to be unable to start its journey or brings it to an involuntary halt during its journey due to a component breakdown or a malfunction.

The Breakdown Assistance will not include the cost of breakdown or assistance resulting from;

- Road traffic accidents, vandalism, theft, flood or frost damage, off road incidents or where your bike is stuck in mud, sand, snow or water;
- The cost of spare parts, fuel or miss fuels, oil, keys and locksmith charges or other materials required to repair your bike or any supplier delivery or call-out charges related to these items;
- The cost of Ferry, Toll or Congestion charges;
- The cost of any labour, other than that provided by the appointed agent under the Breakdown Assistance element of this cover;
- Any additional transport costs or any incidental expenses that may arise during a recovery, overnight accommodation or the transportation of passengers.
- Routine maintenance and running repairs.
- Assistance following a breakdown attended by the police, highways agency or other emergency service, until the services concerned have authorised your bike's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you;
- A second or subsequent recovery, after your bike has been recovered following a breakdown;
- Any incident relating to the same or a similar cause of breakdown to that which the appointed agent attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out are, where appropriate, followed as soon as possible by a permanent repair;

General rights to refuse service

The appointed agent reserves the right to refuse to provide or arrange Breakdown Assistance where;

- You are not with your bike at the time of the breakdown and you are unable to be present at the time assistance arrives;
- In their reasonable opinion, your bike was, immediately before breakdown, dangerous, overladen, un-roadworthy or could not otherwise have been lawfully used on the public highway;
- In their reasonable opinion, the giving of service would involve any breach of the law;
- In their reasonable opinion, there has been an unreasonable delay in reporting the breakdown;
- You cannot produce proof of a valid Warranty and some other form of identification. In this event the appointed agent may offer to provide service subject to immediate payment (by credit, debit or switch card) of the usual fees for the relevant service required. The fees paid may be fully refunded if it can be established that the relevant level of service entitlement was held at the time of the breakdown;
- In their reasonable opinion it is considered that you or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to the appointed agent's employees, or to any third party contractor, or; you have falsely represented that you are entitled to services that you are not, or; you have assisted another person in accessing services to which they are not entitled.

Effective from 13/10/2020

The Motoring Organisation is a trading style of The Motoring Organisation Limited. Registered office: Courtwood House, Silver Street Head, Sheffield, South Yorkshire, S1 2DD. Registered in England and Wales, Company No.05304919. Group VAT registration: 337 6668 61.

Telephone calls may be monitored and recorded for quality assurance and compliance. You may contact Us using Text Relay. Information is also available in Large Print, Braille and Audio on request. Please call for details.

Our commitment to good service

We hope You will be completely happy with this Breakdown Assistance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

Complaints and feedback

How to make a complaint

We hope that You will be pleased with the service provided.

In the unlikely event you wish to raise a concern, You should contact the Us in the first instance on 03300 552 080.

If We are unable to resolve Your concern and You wish to raise a formal complaint, please write to Us at the following address:

Customer Services

The Motoring Organisation
Parkway Works
Kettlebridge Road
Sheffield
S9 3BL

Once received, We will acknowledge Your complaint and a dedicated member of Our team will carry out a full investigation. We aim to provide an outcome to complaints within 5 working days.

For more complex cases, We may need more time to issue Our response. We aim to keep all of our customers updated with any developments during Our review. In any event, within 8 weeks of receiving a complaint, all customers will be sent:

- a final response; or
- a response which explains why the complaint is not yet resolved and when We expect to issue Our final response.

Please make sure You always quote the Breakdown Assistance number from the Schedule.

This complaints procedure does not affect Your statutory rights.

Data protection

How do we use your data in relation to this Breakdown Assistance?

Your Dealer, and The Motoring Organisation are each Data Controllers in their own right.

Your Dealer, and The Motoring Organisation have certain responsibilities to you under Data Protection Law in relation to the use and security of your data.

If you would like to know more about how Your Dealer uses your data, please ask a member of their staff.

If you would like to know more about how We use your data, please refer to their privacy policy at www.tmo.co.uk/privacy-policy.

We take Your privacy seriously and employ a number of safeguards to protect Your personal data. We treat Your information with the highest standards of confidentiality and security and We are committed to protecting Your privacy. We will only use the information that We collect about You lawfully, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act (2018), the Privacy and Electronic Communications Act (2003) and other regulatory requirements. Where You provide personal information, We will only use it to deliver the services You have requested. We will never collect sensitive information about You without Your explicit consent. The information We hold will be accurate and up to date. You can check the information that We hold about you at any time by writing to Us via email or post. The personal information which We hold will be held securely in accordance with Our internal security and regulatory requirements. We will hold Your information for the purpose(s) of administering Your product and marketing. If You don't want to receive any marketing from Us, please contact Us at:

Post: **Customer Services**
The Motoring Organisation
Parkway Works
Kettlebridge Road
Sheffield
S9 3BL

Email: customerservices@tmo.co.uk

How to contact us

The Motoring Organisation

Parkway Works, Kettlebridge Road, Sheffield, S9 3BL.

Important telephone numbers:

Claims Line: _____ 03300 552 079

Customer Services: _____ 03300 552 080

Email: _____ customerservices@tmo.co.uk

Calls to these numbers are recorded for training and security purposes.