



## Motorcycle Insurance policy booklet



Europa Group Limited t/a **MotorCycle Direct** is authorised and regulated by the Financial Conduct Authority.

Europa Group Limited's Financial Services Register number is 309794. Registered as a limited company in England and Wales No 3279177.

Registered office: Europa House, Midland Way, Thornbury, Bristol, BS35 2JX.



## Useful Information

---

### Claims: **0844 800 0988**

Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

(open 24 hours a day, 7 days a week)

### Customer Services: **0844 800 0966**

Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

Email: [customer.services@europa-group.co.uk](mailto:customer.services@europa-group.co.uk)

For opening hours, visit our website [www.motorcycledirect.co.uk](http://www.motorcycledirect.co.uk)

To provide proof of your no claims bonus, please email [ncb@europa-group.co.uk](mailto:ncb@europa-group.co.uk)

## Contents

---

<b>Important Information and Changes</b>	2	<b>Section V</b>	9
The contract of insurance	2	<b>Continental Use/Compulsory Insurance Requirements</b>	9
Renewal of the contract of insurance	2	Cover Includes	9
Information and changes we need to know about	2	If You Take your motorcycle Abroad	9
Customers with Disabilities	3		
Telephone Recording	3	<b>Section VI</b>	10
'Cooling-Off' Period	3	<b>General Information</b>	10
Financial Services Compensation Scheme	3	General Exceptions	10
		Claims Procedure	11
<b>Motorcycle Policy Definitions</b>	4	Law Applicable to Contract	11
		Applicable Language	11
<b>Policy Cover</b>	5		
Comprehensive	5	<b>Section VII</b>	12
Third Party Fire and Theft	5	<b>Legal Expenses Cover</b>	12
Third Party Only	5		
		<b>Section VIII</b>	19
<b>Section I</b>	6	<b>UK Motor Breakdown and Accident Assistance</b>	19
<b>Loss of or Damage to your motorcycle</b>	6		
New Motorcycle Replacement	6	<b>General Conditions</b>	23
Replacement is Subject to	6	Information we need to know about	23
Exceptions to Section 1	6	Your Duty to Prevent Loss or Damage	23
		Arbitration	23
<b>Section II</b>	7	Your Duty to Comply with Policy Conditions	23
<b>Liability to Third Parties</b>	7	Cancellation	23
Riding Other Bikes	7	Other Insurance	24
Cover for Other Persons (Including Passengers)	7	Fraud Prevention, Detection and Claims History	24
Cover for Legal Personal Representatives	7	Credit Searches and Accounting	24
Legal Expenses	7		
Exceptions to Section II	8	<b>Complaints Procedure</b>	25
		If You need to complain	25
<b>Section III</b>	9		
<b>Payments Made Under Compulsory Insurance Regulations and Rights of Recovery</b>	9		
		<b>Section IV</b>	9
<b>Section IV</b>	9	<b>Emergency Treatment</b>	9

# Important Information and changes

---

## The contract of insurance

This policy is a contract of insurance between **you**, the policyholder and **us**. **You** enter into a contract with **us** when:

**You** agree to take out the policy on the terms and conditions **we** have offered and to pay the premium. It is **your** responsibility to ensure that all persons **insured** are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on **your** statement of fact document issued by **MotorCycle Direct**.
- **Schedule**.
- Any clauses endorsed on this policy, as set out in **your schedule**.
- **Certificate of motor insurance**.
- Any changes to **your** insurance policy contained in notices issued by **MotorCycle Direct** at renewal.

In return for paying **your** premium, **we** will provide the cover shown in **your schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

**Our** provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

For existing customers who pay annually or monthly, the policyholder enters into a new contract of insurance with **us** commencing on the date when the policyholder agrees to renew the policy and to pay the premium. Persons **insured** will be covered for the **period of insurance** shown on **your** renewal **schedule**.

## Information and Changes we need to know about

**You** must take reasonable care to provide complete and accurate answers honestly and to the best of **your** knowledge to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If **you** don't answer the question correctly **your** policy maybe cancelled or **your** claim rejected, not fully paid or **your** policy void.

Please tell **MotorCycle Direct** if there are any changes to the information set out in the application form /Statement of Fact, **certificate of motor insurance** or on **your schedule**. **You** must also include the following changes:

- A change to the people **insured**.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people **insured**.
- Criminal convictions for any of the people **insured**.
- A change of **motorcycle**.
- Any **motorcycle** modifications.
- Any change affecting ownership of the **motorcycle**.
- Any change in the way that the **motorcycle** is used.
- A change of address.

- A change of driving licence or conditions applicable to any driving licence for any rider named on the **certificate of motor insurance**.
- A change in occupation.
- Details of any accidents, claims or damage in any motor vehicle whether or not a claim is made and regardless of blame of anyone that will ride the **motorcycle**.
- Details of any medical conditions of anyone that will ride the vehicle.

This is not an exhaustive list and if **you** are in any doubt, please contact **MotorCycle Direct**.

When **we** are notified of a change, **we** will tell **MotorCycle Direct** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

## Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and braille. If **you** require any of these formats please contact **MotorCycle Direct**.

## Telephone Call Recording

For **our** joint protection telephone calls may be recorded and/or monitored.

## '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 claim).

This refund will be subject to a charge for the period of cover **you** have received, plus administration charges. Please refer to the Terms of Business for information relating to charges made by **MotorCycle Direct**. There may also be a charge of up to £40 applied by **your insurer**. This amount may vary depending on **your insurer**. If cover has not commenced, **you** will be entitled to a full refund of the premium that **you** have paid, minus **MotorCycle Direct's** administration charge, as per the Terms of Business. In order to cancel **your** policy within this period **you** must-notify **us** confirming **your** intentions and, send **your certificate of motor insurance**. To exercise **your** right to cancel, please contact 0844 8797651. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of **your** policy booklet.

**You** must also return **your certificate of motor insurance** immediately following cancellation.

## Financial Services Compensation Scheme

Europa Group Limited and **your insurer** are members of the **Financial Services Compensation Scheme** (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can telephone freephone 0800 678 1100, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

## Motorcycle Policy Definitions (Applicable to Sections I to VI only)

---

To save lengthy repetition wherever the following words or phrases occur they will have the precise meaning described below. These definitions only apply to the standard policy and not to the additional policy options which have their own definitions:

### **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 start date or renewal date of the policy.

### **Excess**

The amount **you** must pay following loss or damage to **your motorcycle**.

### **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.

### **Insured/you/your**

The person or persons described in the **schedule**.

### **Insurer/we/our/us**

The insurer described in the **schedule**.

### **Motorcycle(s)**

A mechanically propelled two wheeled vehicle with or without a sidecar or trailer attached.

### **MotorCycle Direct**

The broker who provides the insurance policy on behalf of the **insurer**.

### **Period of Insurance**

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

### **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**

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your motorcycle is being transported within and between them.

### **Your motorcycle**

1. Any **motorcycle** described in the **schedule** and
2. Any other **motorcycle** in respect of which:
  - (i) details have been supplied to **us** 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 the start date of **your** policy shall be deemed to be deleted when the **certificate(s) of motor insurance** is no longer in force.

## Regulation

All **insurers** used by Europa Group Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Europa Group Limited are authorised and regulated by the Financial Conduct Authority. **You** can confirm all registration details and find out more about the Financial Conduct Authority by visiting their website on [www.fca.org.uk](http://www.fca.org.uk) or by contacting them direct on 0800 111 6768.

## Policy Cover

---

Cover	Operative Sections
Comprehensive	All sections of the policy are applicable
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 applicable except Section 1.

## Section I

### Loss of or Damage to your motorcycle

We will cover you against loss of or damage to your motorcycle and its accessories and spare parts while on your motorcycle.

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

If to our knowledge your motorcycle is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described 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 your 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 your 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 cost of delivery to you after repair of such loss or damage not exceeding the cost of transport to your address in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands stated in your schedule.

#### 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 I

We shall not be liable to pay for

- Loss of use, indirect loss, depreciation, wear and tear, mechanical, electrical or electronic faults, breakdowns or malfunctions or breakages.
- Damage to tyres by application of brakes or by punctures cuts or bursts.
- Loss or damage to accessories and spare parts by theft if your motorcycle is not stolen at the same time.
- Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- The first amount of any sum otherwise payable in respect of each and every occurrence of loss or damage to your 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.

- Loss of or damage to helmets and protective clothing and other personal belongings.

- Loss of value following or because of repair.
- Loss or damage by theft whilst the ignition keys for your motorcycle have been left in or on your motorcycle.
- Loss of your motorcycle by deception of someone who claims to be a buyer or agent.
- Loss or damage arising from your motorcycle being taken or ridden by a person who is not an insured rider but is a member of the policyholder's family or household.
- Loss or damage caused deliberately by you or any person riding your motorcycle with your permission.
- Loss or damage from repossessing your motorcycle and returning it to its rightful owner.
- Any loss or damage from your motorcycle being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

## Section II

### Liability to Third Parties

- We will cover you in the event of an accident caused by, through or in connection with your motorcycle against liability at law for damages and claimant's cost 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.

#### Riding Other Bikes

- 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 Republic of Ireland, the Channel Islands and the Isle of Man.

#### Cover for Other Persons (Including Passengers).

- If the effective certificate of motor insurance permits the riding of your motorcycle by a person other than you, we will cover such person in the terms of Sub-Section II (a) above.
- We will in terms of Sub-Section II above cover at your request any passenger (other than the person riding) provided that such person:
  - is not entitled to cover under any other policy; and
  - 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

We will cover the legal personal representatives in the event of the death of any person entitled to cover under this section in respect of any liability incurred by such person subject to the terms and limitations which applied to such person if that person is insured under this section.

#### 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:

- Solicitors services in respect of:
  - representation at any coroner's inquest or fatal inquiry; and
  - defending any proceedings in any Road Traffic Acts or equivalent European Union legislation
- 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 II

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 fromany **motorcycle** insured by this policy only in so far as is necessary to meet the requirements of the Road Traffic Acts.

### Riding Other Bikes

- (b) Use of a **motorcycle** if there is no current and valid policy of insurance in force for the vehicle being ridden under this section.

Riding without the owners permission.

Use to secure the release of any other **motorcycle** which has been seized or confiscated by or on behalf of any government or public authority.
- (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 III 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 IV Emergency Treatment

---

We will cover any person using a **motorcycle** in respect of which cover is provided under this policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such **motorcycle** in any territory to which any of such Acts applies.

## Section V European Union (EU) Compulsory Insurance

---

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

### Territorial limits.

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 **motorcycles** 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.

**General Exceptions**

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

1. any accident, injury, loss, damage or liability caused sustained or incurred while **your motorcycle insured** under this policy is being:
  - (a) Used or ridden other than for the purposes permitted on **your** 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**
  - (d) in charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law
  - (e) Ridden by any person unless such person holds a licence to ride such **motorcycle** or has held and is not disqualified for holding or obtaining such a licence.
  - (f) 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 or any indirect loss resulting or arising from:
 

The carriage of substances that require a licence or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

  - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.
 

Except to the extent that **we** are liable under the Road Traffic Act, this policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with terrorism as defined in the UK Terrorism Act 2000, regardless of any other contributory cause or event.
5. Any accident, injury or damage (except under Section II) arising during (unless it be proved by **you** that the accident, injury, loss or damage was not occasioned thereby) or in consequence of:
  - Earthquake; or
  - 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:
  - the take off or landing of aircraft and for the movement of aircraft on the surface.
  - 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.

**Claims Procedure**

1. **You** and **your** legal personal representatives must give notice to Europa Group Limited as soon as is reasonably possible after the occurrence of any accident, loss or damage together with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded unanswered to **us** immediately on receipt. Notice shall also be given in writing to **us** immediately 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 damages or otherwise 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.
3. In the event of a claim, if **you** are paying **your** annual premium by instalments, **we** may deduct any outstanding balance from the claim settlement.
4. 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** and **MotorCycle Direct** exchange information with other insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

**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.

*This section is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable.*

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

### Important Information

This section is designed to help **you** if the accident was not **your** fault and;

- **you** have suffered an injury; or
- **your vehicle** cannot be ridden; or
- **you** have incurred **uninsured losses**; or
- **you** are seeking compensation for damage to **your** belongings.

### Your Claim

Telephone **us** on **0844 800 0988** as soon as possible after **your** accident to speak with one of **our** dedicated Customer Claims handlers. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

### How We Can Help You

Once **we** have accepted **your** claim, **we** aim to recover **your uninsured losses** from the other person who caused the accident. **Uninsured losses** could include the cost of repairing or replacing **your vehicle**, **your** motor insurance policy **excess**, compensation following injury or other out-of-pocket expenses.

**We** normally recover **your uninsured losses** through **our** Motor Claims Centre but sometimes **we** use appointed lawyers. Claims outside the UK may be dealt with by other DAS offices elsewhere in Europe.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

### When We Cannot Help

**We** will not be able to help **you** if **we** think there is little chance of recovering **your uninsured losses**. Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### How to Make a Complaint

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can telephone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge. Details of **our** internal complaint-handling procedures are available on request.

### Our Head and Registered Office is:

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

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

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 MarshWall, London E14 9SR.

**You** can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobile phones).

Website : www.financial-ombudsman.org.uk

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

### Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address above.

### Definitions

#### (Applicable to this Section Only)

#### 1. We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

#### 2. You, your

The person who has taken out this section.

#### 3. Insured person

**You**, and any passenger or rider who is on the **insured vehicle** with **your** permission at the time of the insured incident. Anyone claiming under this section must have **your** agreement to claim.

#### 4. Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

#### 5. Insured vehicle

The vehicle specified in the motor insurance policy issued with this section. It also includes any trailer attached to this vehicle.

#### 6. Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

#### 7. Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

#### 8. DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

#### 9. Costs and expenses

- All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement.

## 10. Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

## 11. Reasonable prospects

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

## 12. Uninsured losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

### Agreement

**We** agree to provide the insurance described in this section, in return for the payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the insured incident happens during the **period of insurance**
3. any legal proceedings will be dealt with by a court or other body which **we** agree to within the **territorial limit**, and
4. the insured incident happens within the **territorial limit**.

### What we will pay

**We** will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred to recover **uninsured losses** after an event which causes:

- (a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
- (b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

### Provided that:

- (i) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (ii) the most **we** will pay an **appointed representative** is the amount **we** would pay a **preferred law firm**. The amount **we** will pay an **appointed representative**, which may vary from time to time, is currently £100 per hour.
- (iii) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (iv) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

### What we will not pay

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside of the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

## Exceptions Applicable to this Section

1. A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. **Costs and expenses** incurred before **our** acceptance of a claim.
3. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
4. Any claim relating to a contract involving the **insured vehicle**.
5. The **insured vehicle** being used by anyone who does not have valid motor insurance.
6. A dispute with **us** not otherwise dealt with under condition 8 of this section.
7. Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.
8. **Costs and expenses** arising from or relating to judicial review, coroner's inquest, or fatal accident inquiry.
9. Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Any claim where the **insured person** is not represented by a law firm or barrister.

## Conditions Applicable to this Section

1. An **insured person's** legal representation
  - (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
  - (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as their **appointed representative**.
  - (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, we will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay an **appointed representative**, which may vary from time to time, is currently £100 per hour.
  - (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## 2. An **insured person's** responsibilities

- (a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
- (b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

## 3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

## 4. Assessing and Recovering Costs

- (a) An **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed and audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

## 5. Cancelling an **appointed representative's** appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

## 6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

## 7. Expert Opinion

**We** may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

## 8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Cancelling the policy

**You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

## 11. Fraudulent claims

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

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

## 12. Claims made under this policy by a third party

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

## 13. Other insurances

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

## 14. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Helpline Services

An **insured person** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

**Legal Advice Service.**

We will provide an **insured person** with confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

**Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

**Tax Advice Service**

We offer confidential advice over the phone on personal tax matters in the UK.

**Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

**Health and Medical Information Service**

We will give an **insured person** information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

**Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

**For the following assistance service only, you will be responsible for paying the costs for the help provided.**

**If your bike cannot be ridden after an accident**

We can arrange for a garage to transport it to a place **you** choose. **You** will have to pay the transportation costs, so remember that most motor **insurers** only give cover for transporting to a nearby garage. However, if the accident was not **your** fault, **we** can usually recover the transportation costs as part of **your** claim for **uninsured losses**.

**To obtain assistance from one of the helpline services listed above phone 0117 934 0552.**

**Counselling**

We will provide an **insured person** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which **we** refer them. **This helpline is open 24 hours a day, seven days a week.**

**To contact the counselling helpline phone 0117 934 2121.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**

**Motor Assistance Gold**

*This section is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable.*

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

**How we can help**

**We** are here to help **you** 24 hours a day, 365 days a year.

In the event of a **breakdown**, call **our** Motor Assistance helpline on **0800 917 0817** and provide the following information:

- policyholder's name.
- registration number of the **vehicle**.
- make, model and colour of the **vehicle**.
- nature of the **breakdown** and location of the **vehicle**.

A Motor Assistance operator will arrange for one of **our** approved agents to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the **breakdown**. **We** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

If **your vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a suitable repairer or, provided it is nearer, **your** home address. If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and **your vehicle** to a destination within the **territorial limit**; or
- the hire of a vehicle so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes.

**When we cannot help**

**Our** approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

**How to Make a Complaint**

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can telephone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge. Details of **our** internal complaint-handling procedures are available on request.

**Our Head and Registered Office is:**

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274. Website: www.das.co.uk

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

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**You** can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobile phones).

Website : www.financial-ombudsman.org.uk

## Definitions

### (Applicable to this Section Only)

#### 1. We, Us, Our

DAS Legal Expenses Insurance Company Limited.

#### 2. You, Your

The person who has taken out this section.

#### 3. Insured Person(s)

**You**, and any passenger or rider who is in or on the **vehicle** with **your** permission at the time of the **breakdown**.

#### 4. Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

#### 5. Vehicle

The **vehicle** declared to **us**. Cover extends to include any trailer attached to the **vehicle** at the time of the **breakdown**.

The **vehicle**, excluding any trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over

5.5metres (18 feet) in length, or over 2.3metres (7 feet 6 inches)wide.

Any trailer attached to the **vehicle** must not exceed 7.6 metres (25 feet) in length.

#### 6. Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

#### 7. Breakdown

- (1) Mechanical or electrical failure; or
- (2) Accidental damage, or damage caused by vandalism, fire, theft or attempted theft, which stops **your vehicle** moving.

## Cover

**You** are covered for the assistance services in this section for a maximum of six **breakdowns** during the **period of insurance** if **you** have paid **your** premium. **We** agree to provide the assistance services in this section keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the **period of insurance** and within the **territorial limit**.

After **we** have dealt with **your** sixth **breakdown**, this section becomes void. In such circumstances or if the service **you** require is not provided for under the terms of this section, **we** will try if **you** wish to arrange it at **your** expense.

The terms of any such assistance are a matter for **you** and **your** supplier.

## Assistance Services under this Policy

### 1. Emergency Roadside Repairs and Home Breakdown

**We** will pay the call out charge and up to one hour's labour cost for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

### 2. Vehicle Recovery

If **your vehicle** cannot be repaired at the scene of the **breakdown** within one hour, **we** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination being either;

- (a) a suitable repairer; or
- (b) if the **insured person** wishes, their home address, provided it is nearer.

### 3. Getting You to Your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown**, **we** will either:

- (a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **territorial limit** provided that the **insured person (s)** are transported to the same destination; or
- (b) arrange and pay the cost of hiring a category A vehicle to allow the **insured person(s)** to continue their journey to a destination within the **territorial limit**; or
- (c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of the hotel accommodation is £300 for any one **breakdown**.

**You** must pay the hotel bill, but **we** will pay **you** back on receiving the relevant bill(s) subject to the £300 limit for any one **breakdown**.

Conditions

- (1) **We** will only pay a maximum of £300 for any one breakdown
- (2) **You** must send **us** all the relevant invoice (s) before **we** will reimburse **you**.
- (3) At all times **we** decide on the best way of providing help.

### 4. Emergency Message Relay

When **you** claim for any of the services detailed in 1, 2 or 3 above **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

### Exceptions Applicable to this Section

**We** will not cover:-

1. The **breakdown** of **your vehicle**:
  - within the first 48 hours from the date of **your** application if cover commences at any time other than the start of or renewal of the insurance policy to which this cover is attached; or
  - if it has knowingly been ridden in an unsafe or unroadworthy condition; or
  - which has resulted from a lack of oil, fuel or water; or
  - which occurs whilst **your vehicle** is being used for motor racing, trials or rallying or for hire or reward.
2. The cost of:
  - storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **our** services; or
  - spare or replacement parts, fluids or fuel or any other materials used in repairing **your vehicle**; or
  - any other repairs carried out other than those carried out at the scene of the **breakdown**; or
  - replacing broken windows, screens or keys or finding missing keys; or
  - ferry crossings, parking charges, fines or toll charges.

3. Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
4. Any cost incurred before **you** have notified **us** of the **breakdown**.
5. The recovery of a trailer which exceeds 7.6 metres (25 feet) in length.
6. Any **vehicle** which cannot be recovered by a standard trailer or transporter.
7. Any claim or **breakdown** caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear part of it; or
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

#### Conditions Applicable to this Section

1. An **insured person** must keep to the terms and conditions of this section.
2. The **vehicle** shall at all times during the **period of insurance** be maintained in a roadworthy condition and regularly serviced.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand and **we** will always cancel this policy after **we** have dealt with **your** sixth claim in the **period of insurance**.

**You** can cancel this section at any time.

If this section is cancelled because **you** have made 6 claims in the **period of insurance**, **we** will not refund any premium **you** have paid.

4. An **insured person** must be present with the **vehicle** when the approved agent arrives.
5. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
6. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **we** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
7. The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
8. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
9. This policy will be governed by English Law

## General Conditions

---

### Information we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

### 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.

### Cancellation

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover.

If **you** wish to cancel **your** policy, **you** must send **your** current **certificate of motor insurance** to **MotorCycle Direct** and contact them to advise that **you** wish to cancel **your** policy via phone on 0844 879 7651 or letter to **MotorCycle Direct**, Europa House, Midland Way, Thornbury BS35 2JX. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge. It is important to remember that cancelling **your** Direct Debit does not cancel **your** policy. For information on monthly Direct Debit payments please refer to **your** Credit Agreement.

The **insurer** or any agent the **insurer** appoints and who acts with their specific authority may cancel this policy by sending 7 days notice to **your** last known address (and in the case of Northern Ireland to the DVANI). **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** received cover.

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**.

Please refer to **your** Terms of Business for information relating to charges made by **MotorCycle Direct**. There may also be a charge of up to £40 applied by **your insurer**. This amount may vary depending on **your insurer**.

**You** are always advised to discuss the likely net refund with **MotorCycle Direct** before deciding upon cancellation.

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.

### 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, damage, compensation costs or expense.

This provision will not place any obligation upon **us** to accept any liability under Section II which **we** would otherwise be entitled to exclude under Exception (a) to Section II.

### Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud **MotorCycle Direct**, or the **Insurer**, may at any time:

Check **your** information against a range of registers and anti-fraud databases for completeness and accuracy. **We** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact **us** at **MotorCycle Direct** if **you** want to receive details of the registers and fraud prevention agencies.

### Credit Searches and Accounting

In assessing **your** application/renewal, **MotorCycle Direct**, or the **Insurer**, may search files made available to them by credit reference agencies. They keep a record of that search. **MotorCycle Direct**, or the **Insurer**, may also pass to credit reference agencies information they hold about **you** and **your** payment record with them. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. **MotorCycle Direct**, or the **Insurer**, may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **MotorCycle Direct**, or the **Insurer**, acceptance or rejection of **your** application will not depend only on the results of the credit scoring process.

## Complaints Procedure

---

### If you need to Complain

**MotorCycle Direct** aim to provide **you** with a high level of service at all times.

However, there may be a time when **you** feel that the service that **you** have received has fallen below the standard **you** expect. If this is the case and **you** want to complain, please choose the relevant option below.

- For complaints relating to **your insurer** or the handling of a claim by **your insurer** please refer to the contact details on **your** insurance documents.
- For any other type of concern, there are several ways **you** can contact **MotorCycle Direct**:

Phone: 0844 879 7651. Please note: Calls to this number cost 7p per minute, plus your phone company's access charge.

E-mail: [customer.services@europa-group.co.uk](mailto:customer.services@europa-group.co.uk)

Post: Europa House, Midland Way, Thornbury, BS35 2JX

**Your** complaint will be acknowledged within 5 working days of receipt, an offer of final response provided if investigations have been concluded within this period.

If **your** complaint is acknowledged **you** will be advised who is dealing with it and when **you** can expect a response.

**MotorCycle Direct** aim to respond fully within 8 weeks. However, if unable to provide a final response within this period **MotorCycle Direct** will write to **you** before this time and advise why they have not been able to offer a final response and how long they expect their investigations to take.

If **you** remain unhappy with the final response, or they have not managed to provide a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service for help and advice within 6 months of receipt of our final response.

There are several ways **you** can contact them:

Phone: 0800 023 4567 or 0300 123 9123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Post: Insurance Division Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Any decision made by the Financial Ombudsman Service is only binding on the **Insurer** and **MotorCycle Direct** and **you** remain free to take action in court. This procedure for the handling of complaints is entirely without prejudice to **your** rights in English Law and **you** are free at any stage to seek legal advice and take legal action.