Your Motorbike Insurance

Your Policy Booklet

Welcome to Your Motorbike Insurance

Thank you for purchasing your insurance policy with Your Motorbike Insurance. This policy booklet contains information about your motorbike insurance policy, how to make a claim and how you can contact us. Make sure to keep this safe if you have received this by post. If you have received this electronically, save this booklet to a secure location along with your statement of fact, certificate of motor insurance and any other accompanying documents.

At Your Motorbike Insurance we go the extra mile for our bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continually provide you with quality motorbike insurance for years to come.

Contents

Hints and tips

Here at **Your Motorbike Insurance** we want to help our customers to stay safe, so here are some useful hints and tips:

Keeping your motorbike secure

- Keep your garage keys on you when out riding, so when you get home you don't have to leave your bike unattended to go and open it.
- Check the garaging endorsements in your documentation so you know exactly what you are covered for.
- Park your bike in well-lit, safe surroundings when parked during the day, and somewhere secure during the night.

Safe riding

- Plan ahead and allow for longer journey times in wet or difficult conditions.
- Try to keep to familiar roads in the dark and in poor weather conditions.
- Make sure you are clearly visible by using reflective clothing.
- If you are insured for pillion passengers, check your bike's compatibility for carrying a passenger, and make any necessary adjustments to your bike before riding.

Personal protection

- Protective summer bike gear keeps you safe and cool when it's hot.
- Ensure your helmet has been BSI approved, as indicated by the kite mark.
- Helmet cameras can help support you if you are involved in an accident.

Maintenance tips

- Oil your chain regularly.
- Clean your visor before every trip.
- Test your lights and indicators before setting off.
- Check your tyre pressure.

How to make a claim

To make a claim, please call **Your Motorbike Insurance** on 0330 159 1167 (24 hours a day, 7 days a week), following these three steps:

1. **You** or **your** authorised representative should contact **Your Motorbike Insurance** as soon as possible after the accident, loss of or damage to your **Motorbike** or if there is any third party damage or liability.
2. Please have to hand **your** policy number and information about the claim.
3. Contact **Your Motorbike Insurance** before **you** make any arrangements or agreements to replace or repair **your motorbike**.

Claim Conditions

You must:

- give **Your Motorbike Insurance** the full details of the claim as soon as possible;
- send us all communications including any letter, writ or summons, **you** may receive from other parties in relation to the claim;
- inform **us** of any pending prosecution, inquest or fatal accident inquiry for which there may be liability under this policy; and
- provide **us** with all information and assistance **we** may require.

You must not, without **our** consent:

- make any offer, promise or payment; or
- make any admission of liability to any third party.

We are entitled to:

- have complete control to conduct, defend and to settle any claim;
- undertake proceedings in **your** name or in the name of the person claiming under this policy for **our** own benefit;
- prosecute in **your** name any claim for damages or associated costs;
- settle on **your** behalf or any person claiming under this policy; and
- deduct any outstanding balance from the claim settlement if **you** are paying **your** premium by instalments.

Your Motorbike Insurance

The following documents form the contract of insurance, please read them and keep them in a safe place:

- **Your** insurance policy booklet
- **Your statement of fact**
- **Your schedule** together with any **endorsements** applicable
- Y**our certificate of motor insurance**

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 insuranc**e will be treated as a continuation of the contract of insurance.

All persons who seek to benefit under this policy must observe and fulfill the terms, provisions, conditions and clauses of the policy.

Renewal of your Motorbike Insurance

When **you** renew, **you** enter into a new contract of insurance with **Your Motorbike Insurance**, commencing on the date when **you** agree to renew the policy and pay the premium. Any changes to **your** insurance policy will be notified to **you** by **Your Motorbike Insurance** at renewal.

Customers with disabilities

This policy and other associated documents are also available in large print, audio and braille. If you require any of these formats please contact **Your Motorbike Insurance.**

Language

The contractual terms and conditions and other information relating to this contract will be in the English Language.

Regulation

All **insurers** who provide insurance for **Your Motorbike Insurance** are regulated by the Financial Conduct Authority and are also authorised and regulated by the Prudential Regulation Authority.

Your Motorbike Insurance is a trading name of Europa Group Limited, who are authorised and regulated by the Financial Conduct Authority. FRN 309794. You can confirm all registration details and find out more about the Financial Conduct Authority by visiting their website on www.fca.org.uk or by contacting them direct on 0800 111 6768.

Motorbike policy definitions

These definitions will be in bold and will have the same meaning wherever they appear in this policy booklet:

Agreed Value

A fixed amount that **we** agree to insure **your motorbike** for in the event of a total loss claim subject to the receipt of supporting documentation, as requested, and the relevant **endorsement** being present on y**our schedule.**

Authorised repairer

A repairer approved by us or a repairer **we** have agreed that **you** can use in the event of a claim.

Certificate of motor insurance

A legal document that shows **your motorbike** registration number, who can ride **your motorbike**, what purpose it can be used for and whether **you** are permitted to ride other motorbikes.

Commencement date

The start date or renewal date of the policy.

Endorsement

Changes to the standard policy booklet that are contained in **your schedule.**

Excess

The amount **you** must pay for each claim following loss of or damage to **your motorbike** and may include any voluntary excess **you** have chosen. This will be displayed on **your schedule**.

Green card

A document required by non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required to ride abroad. See section VI.

Insured/you/your

The person or persons described in **your schedule** or, in the event of your death, your legal personal representatives.

Insurer/we/our/us

The insurer described in **your schedule**.

Market value

The cost of replacing **your motorbike** with one of the same make, model and specification, taking into account its current condition, age and mileage.

Motorbike(s)

Your motorbike(s) with or without a sidecar or trailer attached as detailed in **your schedule** and **certificate of motor insurance.**

Your Motorbike Insurance

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 **your schedule**.

Schedule

This forms part of **your** contract of insurance that details, **you, your motorbike**, premium, cover and the **insurer**.

Statement of Fact

This forms part of **your** contract of insurance and provides a shared record of the information that **you** have given and on which **we** rely to provide this insurance.

Territorial Limits

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

Policy Cover

Cover	Sections Applicable
Comprehensive	Sections I to VI of the policy are applicable
Third Party Fire and Theft	Sections I to VI are applicable except that Section I 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	Sections II to VI of the policy are applicable

Section I - Loss of or Damage to your motorbike

What we will cover	What we will not cover
We will cover **you** against loss of or damage to **your motorbike** including its accessories and spare parts while they are on **your motorbike.** **We** may at **our** own option repair, reinstate or replace **your motorbike** 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 motorbike** 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.	a. Loss of use, indirect loss, depreciation, wear and tear, mechanical, electrical or electronic faults, breakdowns or malfunctions or breakages. b. Damage to tyres by application of brakes or by punctures, cuts or bursts. c. Loss or damage to accessories and spare parts by theft if **your motorbike** is not stolen at the same time. d. Loss of or damage as a direct result of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
The maximum amount payable by **us** in respect of any claim for loss or damage shall be the **market value** of **your motorbike** or the agreed value amount, as declared on **your schedule**, 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 motorbike** is disabled by reason of loss or damage insured under this policy **we** will bear the cost of protection and removal to the nearest authorised repairer. **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 Isle of Man or the Channel Islands stated in **your schedule.** **New Motorbike Replacement** **We** will replace **your motorbike** with a new **motorbike** 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 motorbike** is stolen and not recovered. Replacement is subject to: • **your motorbike** being owned by **you** or having been purchased under a hire purchase agreement (any **motorbike** that is the subject of any type of leasing or contract hire agreement is not eligible for a new **motorbike** replacement) • the agreement of any interested hire purchase company • **you** being the first registered owner of **your motorbike.** If a replacement **motorbike** which is the same make, model and specification as **your motorbike** is not available, we will pay you the price of **your motorbike**, fitted accessories and spare parts in the manufacturer's last United Kingdom price list, less any applicable excess.	e. The total **excess** for each claim following loss of or damage to **your motorbike** as detailed in your schedule. f. Loss of or damage to helmets and protective clothing and other personal belongings. g. Loss of value following or because of repair. h. Loss or damage by theft whilst the ignition keys have been left in or on **your motorbike**. i. Loss of **your motorbike** by deception. j. Loss or damage arising from **your motorbike** being taken or ridden, without **your** permission, by a person known to **you**, unless that person is reported to the police. k. Loss or damage caused deliberately by **you** or any person riding **your motorbike** with **your** permission. l. Loss or damage from repossessing **your motorbike** and returning it to its rightful owner. m. Any loss or damage from **your motorbike** being confiscated, disposed of or destroyed as a result of any order by government, public or local authority.

Section II - Liability to Third Parties

What we will cover	What we will not cover
Your Liability **We** will insure **you** for amounts which **you** may have to pay as a result of **you** being legally liable for an accident involving **your motorbike** or any other motorcycle your schedule permits **you** to ride causing: i. damage to another persons property, up to a value of £20,000,000. ii. another persons death or injury **We** will only pay all costs and expenses incurred with **our** consent.	**Your Liability** **We** shall not be liable in respect of: • Any person insured under this section who fails to observe the terms, conditions and exceptions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy. • Damage to any **motorbike** where cover in connection with the use or riding of that motorbike is provided by this section.
Riding Other Bikes If the effective **certificate of motor insurance** permits **you** to ride a **motorbike** not belonging to **you** and not hired to you under a hire purchase agreement, **we** will insure you subject to: • the cover being restricted to Third Party Only. Loss or damage to the **motorbike you** are riding is not covered • the motorbike being ridden by **you** is registered and kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man • **you** not being covered by any other insurance to ride the **motorbike** • **your motorbike** not being declared a total loss or having been stolen. **Cover for Other Persons (including pillion)** If **your certificate of motor insurance** allows other people to ride **your motorbike we** will cover them providing that they: • are not covered under any other insurance; and • observe all terms, conditions and exceptions of the policy. **We** will also cover the legal personal representatives of any person who has died if they would have been entitled to cover under this section. **Legal Costs and Expenses** Following a claim under this policy, **we** will pay legal costs and expenses relating to: • solicitor services and fees in respect of representation at any coroner's inquest or fatal accident inquiry and defending any proceedings in any Road Traffic Acts or equivalent European Union legislation • legal services up to £1,000 in respect of any one occurrence for defence in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death provided that at the time of the occurrence the rider is aged 21 years or over. **We** will only cover these legal costs and expenses if they relate to a claim which is covered under this section.	**Riding Other Bikes** **We** shall not be liable in respect of: • use of a **motorbike** if there is no current and valid insurance in force for the vehicle being ridden under this section. • riding without the owner's permission. • use to secure the release of any other **motorbike** which has been seized, or confiscated by any government or public authority.

Section III - No Claims Bonus

If **you** do not make a claim under this policy during a 12 month **period of insurance your** No Claims Bonus may be updated and will be displayed on **your statement of fact** and on **your** renewal invitation and your **policy schedule**. Please note that there are circumstances that can affect **your** No Claims Bonus with some examples listed below.

- Theft
- A collision
- Storm or weather damage
- Malicious or vandalism damage
- Uninsured third parties.

  Claims that will not affect **your** No Claims Bonus are:
- collisions where the third party admits liability and we make a full recovery of all costs and expenses incurred; and
- Emergency treatment fees

Protecting your No Claims Bonus

Depending on **your insurer, you** may have paid an additional premium to protect **your** no claims Bonus. In the event **your** no claims Bonus is protected or if **your** no claims Bonus protection has been removed, **Your Motorbike Insurance** will confirm this to **you** on **your statement of fact, your policy schedule**, and when **we** issue your renewal invitation. **Your** no claims Bonus protection may be affected if **you** have had a claim on **your** policy where your insurer is unable to recover the full costs and expenses incurred.

No claims bonus step back scales

The following tables show the step back scale that will apply to **your** no claims bonus for both protected and unprotected no claims bonus in the event of a claim on **your** policy.

No Claims Bonus (NCB) at next renewal date with NCB Protection				
Number of years NCB	Fault Claims			
	0	1	2	3
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	1	0
4	5	4	2	0
5	6	5	3	1
6	7	6	3	1
7	8	7	3	1
8	9	8	3	1
9	9	9	3	1

No Claims Bonus (NCB) at next renewal date without NCB Protection				
Number of years NCB	Fault Claims			
	0	1	2	3
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9	9	3	1	0

Section IV - Compulsory insurance regulations

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, **you** must repay that amount to **us**.

Section V - Emergency treatment

We will pay for any emergency treatment of injuries under the Road Traffic Acts, following an accident on **your motorbike**. If **we** agree to pay this payment and if this is the only payment **we** are making, this will not affect **your** No Claims Bonus.

Section VI - Riding your motorbike abroad

Minimum insurance cover

If **you** are travelling in any EU country or any country that has satisfied the requirements of the Commission of the European Community, **we** will apply the minimum insurance cover applicable to the country **you** are travelling in or through.

All countries as displayed on **your certificate of motor insurance** 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 motorbikes in any of these countries that **you** visit.

We will cover **you** for 30 days per trip up to a maximum of 90 days in any one period of insurance The cover **we** will provide will match the cover on **your schedule.** There is no cover for any country that is not displayed on **your certificate of motor insurance.**

In addition to the minimum cover, **your** policy includes:

- reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorbike** into any country displayed on **your certificate of motor insurance** subject to **your** liability arising as a direct result of a claim covered under this policy
- salvage charges and sue and labour charges whilst **your motorbike** is being transported by sea between any countries displayed on **your certificate of motor insurance** provided that **your motorbike** is covered for loss or damage under this policy.

Extending your cover in Non-EU Countries

We may be able to extend cover to match the cover on **your schedule** within non-EU Countries on request. A green card will be required for this and there may be an additional premium payable.

General Exceptions

We shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability caused, sustained or incurred while your **motorbike** insured by this policy is being:
   - used or ridden other than for the purposes allowed on **your certificate of motor insurance;** or
   - ridden by any person other than described under the appropriate sections of **your certificate of motor insurance** except that cover will not be withdrawn if the injury, loss or damage was caused as a result of **your motorbike** being stolen or having been taken without **your** consent or other lawful authority; or
   - ridden by any person unless such person holds a licence, and is not disqualified for holding or obtaining a licence, to ride such **motorbike**; or
   - ridden by or in the 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; or
   - ridden by, in the charge of or for the purpose of being ridden by any person to whom such **motorbike** has been hired; or
   - used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'Road Rage'; or
   - used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring; or
   - used for additional purposes in connection with your occupation, such as Courier use, unless **we** have agreed **we** will cover you as shown in **your policy schedule.**
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:
   - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   - 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 or in consequence of:
   - earthquake; or
   - riot or civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
6. Any liability in respect of pollution except liability which **we** are obliged to cover by law.
7. Any accident, injury, loss, damage or liability when any **motorbike** 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; or
   - aircraft parking aprons including the associated service roads, refuelling and ground equipment parking areas and parts of passenger terminals of international airports which come within the customs examination area.
8. Any decision or action of a court which is not within the **territorial limits** is not covered by this policy unless the proceedings are brought or a judgment is given in a foreign court because the **motorbike** was used in that country and **we** had agreed to cover it there.

General Conditions

Misrepresentation

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** fail in this duty it may have adverse consequences on **your** policy including in worst case scenarios refusing all claims, cancelling the policy from the commencement date and retaining all premiums paid.

Changes we need to know about

Please tell **Your Motorbike Insurance** if there are any changes to the information set out in the **statement of fact, certificate of motor insurance** or on **your schedule**. **You** must also inform **Your Motorbike Insurance** of the following changes.

- A change to who is insured under this policy.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any riders named under this policy.
- Criminal convictions for any of the riders named under this policy.
- A change of **motorbike**.
- Any **motorbike** modifications.
- Any change affecting ownership of the **motorbike**.
- Any change in the way that the **motorbike** is used.
- A change of address including any changes to **your** e-mail 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, losses or damage to any motor vehicle whether or not a claim is made and regardless of blame of anyone that will ride the **motorbike**.
- Details of any medical conditions of anyone that will ride the **motorbike**.

If **you** are in any doubt, please contact **Your Motorbike Insurance** who will advise **you** of any revised terms or premium that may be applied to **your** policy.

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

- may be cancelled and any claim refused
- may not pay any claim in full
- premium and excesses may be revised
- cover may be affected.

Your Duty to Prevent Loss or Damage

You shall take all reasonable steps to prevent loss or damage to any **motorbike** described in the schedule and to ensure that any such **motorbike** is kept or used with a valid Department of Transport (MOT) certificate, if one is needed, and you must maintain **your motorbike** in a roadworthy condition. **You** must also keep to all legal regulations relating to **your motorbike** and its ownership. We shall have at all times free access to examine **your motorbike** or any **motorbike** hired to **you** under a hire purchase agreement.

Contract (Right of Third Parties) Act

A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Your right to cancel in the cooling-off period

You will, for a period of 14 days from the date you receive **your** policy documentation, or the commencement date whichever is later, have the 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 a cancellation fee, details of which can be found in the **Your Motorbike Insurance** 'Terms of Business' document.

Your right to cancel after the cooling-off period

Following the expiry of **your** 14 day cooling-off period, **you** can cancel **your** policy at any time. If **you** do so, **you** will be entitled to a refund of the premium paid (unless **you** have made a claim). This refund will be subject to a charge for the period of cover **you** have received, plus a cancellation fee, details of which can be found in the **Your Motorbike Insurance** 'Terms of Business' document. There may also be a charge of up to £40 charged by **your insurer**. This amount may vary depending on **your insurer**. We advise you to contact **Your Motorbike Insurance** before deciding upon cancellation and to discuss any refund that may be due to **you.**

If **you** decide to cancel your motorcycle insurance policy, you must contact **Your Motorbike Insurance** via Live Chat through **your** Customer Portal.

If **you** are paying for **your motorbike** insurance policy by monthly Direct Debit payments, it is important to remember that cancelling **your** Credit Agreement does not cancel **your motorbike** insurance policy. For information on monthly Direct Debit payments, please refer to **your** Credit Agreement.

Cancellation by us or Your Motorbike Insurance

We or **Your Motorbike Insurance** may cancel this policy by sending 7 days' notice to you at your last known address (and in the case of Northern Ireland to the DVANI) or to your last known e-mail address if you have chosen to receive your **Your Motorbike Insurance** documents electronically. You will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered and subject to our discretion if you have made a claim. This refund will be subject to a cancellation fee, details of which can be found in the **Your Motorbike Insurance** 'Terms of Business' document.

We have listed below some examples of why we and **Your Motorbike Insurance** will cancel or void **your motorbike** insurance policy. We and **Your Motorbike Insurance** will give 7 days' cancellation notice if:

- **your motorbike** is deemed a total loss in the event of a claim;
- **you** do not pay the premium or instalment by the specified date;
- **your** circumstances change and **we** can no longer insure **you;**
- **you** have not taken reasonable care to provide complete and accurate answers to the questions that are asked;
- **you** have not provided the documents that have been requested in the timescales that have been given.

Fraud

In order to prevent and detect fraud we or **Your Motorbike Insurance,** may at any time check **your** information, or that of any named rider, against a range of anti-fraud or claims databases. **We** may also exchange information with other insurers through various databases. **We** may also share your policy information with law enforcement agencies, other organisations and public bodies.

If you or anyone representing you:

- deliberately misleads **us** to obtain cover, gain a cheaper premium or more favorable terms;
- deliberately provides **us** or **Your Motorbike Insurance** with inaccurate or misleading information to the questions asked when purchasing, amending or renewing this insurance;
- **provides us or** Your Motorbike Insurance with falsified documentation;
- makes a fraudulent, exaggerated or false claim;
- makes a fraudulent payment;

We and **Your Motorbike Insurance** may:

- agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount paid in respect of the claim;
- enforce the cancellation of your policy and apply the appropriate administration charges;
- void your policy (meaning your **policy** never existed) and apply the appropriate administration charges.

Where fraud is identified **we** may:

- retain all premiums paid by **you**;
- recover from **you** any costs **we** have incurred; and
- pass **your d**etails to law enforcement and fraud prevention agencies who may access and use this information. Other insurers may also use this information.

Claims fraud

If **you** or anyone representing you makes a fraudulent, exaggerated or false claim, **we** may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Use of your personal data

Your Motorbike Insurance will share **your** personal details with your insurer. **Your Motorbike Insurance** and **your** insurer may collect and process information in association with **your** contract of insurance and/or services they provide. For details about how **Your Motorbike Insurance** uses your personal data, please refer to the Privacy Policy which is available at:

https://www.yourmotorbikeinsurance.co.uk/documents/privacy_policy.pdf

Alternatively, **you** can request a printed version by contacting us via Live Chat or by writing to the Data Protection Officer, Your Motorbike Insurance, Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

In addition to reading this Privacy Notice **you** should also review our Privacy Notice, which can be found on **your** Statement of Fact, to understand how we will use **your** data.

Other insurances

If at the time any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability **we** will only pay **our** share.

Law applicable

The law of England and Wales will apply to this contract unless:

- **you** and we agree otherwise; or
- **you** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

Making a complaint

If **you** want to make a complaint you can do this in a number of ways by:

- live chat via your Customer Portal
- emailing CRT@europa-group.co.uk; or
- writing to Your Motorbike Insurance, Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

Where **your** complaint relates to a claim, please contact **your** insurer directly. The contact details of **your** insurer can be found in **your schedule** or will have been given to **you** when the claim was notified.

Once a final response has been issued and **you** remain unhappy, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service within 6 months of receipt of the final response by:

- telephoning 0800 023 4567
- logging on to the website at www.financial-ombudsman.org.uk
- emailing complaint.info@financial-ombudsman.org.uk
- writing to Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

This complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

We and **Your Motorbike Insurance a**re 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, or you can telephone freephone 0800 678 1100, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.