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Authorised and regulated by the Financial Conduct Authority.

**Motorcycle | Insurance Policy**

Enclosed with **your policy booklet** are **your:**

Declaration of Risk Details

Certificate of Motor Insurance

Policy Schedule

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## Motorcycle Policy

### 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 **Your** insurance advisor.
- **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 **Your** insurance advisor 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 or not fully paid.

Please tell **Your** insurance advisor 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 tell us about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be 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 driver named on the **Certificate Of Motor Insurance**.
- A change in occupation.
- Details of any accidents, claims or medical conditions of anyone that will drive the vehicle.

This is not an exhaustive list and if **You** are in any doubt, please contact **Your** insurance advisor.

When **We** are notified of a change, **We** will tell **Your** insurance advisor 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 void **Your** policy (treat **Your** policy as if it never existed) and refuse to pay any claim.
- **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.

### 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:

#### Insured/You/Your

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

#### We/Us/Our

Europa Underwriting Limited, acting on behalf of the Insurance Company or Underwriters as specified in the **Certificate Of Motor Insurance**.

#### Period of Insurance

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

#### Commencement Date

The start date or renewal of the Policy.

#### 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 the **Schedule** at inception shall be deemed to be deleted when the **Certificate(s) of Motor Insurance** relating thereto cease to be effective.

## 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.

### 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.

### 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.

### Motorcycle

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

### Excess

The amount **You** must pay following loss or damage to **Your Motorcycle**.

### Territorial Limits

Any country which is a member of the European Union, Norway and Switzerland (including Liechtenstein) and any other country excluding Serbia that have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

### Regulation

All insurers used by Europa Underwriting Limited, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Europa Underwriting 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 the 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 operative.
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 attempt thereat.
Third Party Only	All sections of the policy are operative except Section 1.

In consideration of the premium having been paid by **You**, **We** will provide insurance in accordance with the Policy Cover indicated in the **Schedule** of this Policy in respect of accident, injury, loss or damage occurring within the **Territorial Limits** or in the course of transit by sea between any ports therein including processes of loading and unloading during the **Period of Insurance** specified in the **Schedule** or any subsequent period for which **We** may accept payment for renewal of this Policy.

## Section I -

### Loss of or Damage to Your Motorcycle

**We** will cover **You** against loss of or damage to any **Motorcycle** described in the **Schedule** and its accessories and spare parts while thereon.

**We** may at **Our** own option repair reinstate or replace such **Motorcycle** or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage.

If to **Our** knowledge the **Motorcycle** is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described therein 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 such **Motorcycle** or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding **Your** estimate of value shown on the Statement of fact.

If such **Motorcycle** is disabled by reason of loss or damage covered under this Policy **We** will bear the reasonable cost of protection and removal to the nearest repairers.

**We** will also pay the reasonable cost of delivery to **You** after repair of such loss or damage not exceeding the reasonable cost of transport to **Your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated herein.

### 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 owner and registered keeper of **Your Motorcycle**.

## Exceptions to Section I -

We shall not be liable to pay for

- 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 the **Motorcycle** is not stolen at the same time.
- d. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- e. The first amount of any sum otherwise payable in respect of each and every occurrence of loss or damage to any **Motorcycle** described in the **Schedule**. Please see **Schedule** for **Your** excess.
- f. Loss of or damage to helmets, 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 for **Your Motorcycle** have been left in or on the **Motorcycle**.
- i. Loss of **Your Motorcycle** by deception of someone who claims to be a buyer or agent.
- j. Claims including fraud or deception.

## Section II -

### Liability to Third Parties

#### Cover for You

- a. We will cover **You** in the event of an accident caused by or through or in connection with any **Motorcycle** described in the **Schedule** 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

- b. 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).

- a. If the effective **Certificate of Motor Insurance** permits the riding of a **Motorcycle** described in the **Schedule** by a person other than **You**. We will cover such person in the terms of Sub-Section IIa above.
- b. We will in terms of Sub-Section IIa above cover at **Your** request any passenger (other than the person riding) provided that such person:
  - i. Is not entitled to indemnity under any other policy; and
  - ii. 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 indemnity 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 indemnity under this Section We will arrange and pay for the following:

- a. Solicitors services in respect of:
  - i. Representation at any coroner's inquest or fatal inquiry; and
  - ii. Defending any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.
- b. 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 driver 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 indemnified under this section other than liability to such person:
  - i. Carried in or upon; or
  - ii. Entering or getting on to or alighting from  
any vehicle hereby insured and only in so far as is necessary to meet the requirements of the Road Traffic Acts.
- b. Damage to property belonging to or held in trust by or in the custody or control of anyone We insure who claims under this section, and to property being conveyed by such **Motorcycle**.
- 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

If under the law of any country this policy covers **You** in, We must settle a claim which We would not otherwise pay, We may recover any claim payment from **You** or from the person the claim was made against.

## Section IV -

### Emergency Treatment

We will cover any person using a **Motorcycle** in respect of which indemnity 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 -

### Continental Use/Compulsory Insurance Requirements

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

- Any country which is a member of the European Union
- Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/CEE relating to civil liabilities arising from the use of a motor vehicle.

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 motor vehicles 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**, subject to **You** giving **Us** 14 days notice of **Your** intention to travel, for which an additional premium will be charged.

## Section VI -

### General Exceptions

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

1. Any accident, injury, loss, damage or liability caused sustained or incurred while any **Motorcycle** insured under this policy is being:
  - a. Used or ridden otherwise than in accordance with the appropriate sections of the effective **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** or has held and is not disqualified from holding or obtaining such a licence.
  - d. 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 or any loss or expense 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 of that assembly.
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 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) or in consequence of:
  - a. Earthquake or
  - b. 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.

## 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** will communicate in English for the duration of this policy.

## General Conditions (covering all sections)

This Policy, the **Schedule**, the information provided by **You** and the **Certificate of Motor Insurance** shall be read together and any word or expression to which a specific meaning has been attached in any part of these shall bear such meaning wherever it may appear.

## 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.

## Claims

1. **You** or **Your** legal personal representatives must give notice to **Us**, either directly or via **Your** Insurance Broker 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 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. **We** can prosecute in **Your** name, for **Our** own benefit, any claim for damages 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.

## 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

Any endorsements applicable to **Your** policy will be shown in **Your Schedule**.

## 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

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** exchange information with other Insurers through various databases in order to consider offering insurance, and on what terms and to prevent fraudulent claims.

## '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 our administration charges of up to £10. If cover has not commenced, **You** will be entitled to a full refund of the premium that **You** have paid less our administration charges of up to £10.

In order to cancel **Your** policy within this period **You** must write to **Your** insurance advisor who arranged **Your** insurance for **You** confirming **Your** intentions and, for vehicle insurance, enclosing **Your Certificate Of Motor Insurance**.

## Cancellation

1. In addition to **You** rights under the 'Cooling Off' Period, **You** also have the right to cancel **Your** policy at any time during the period of cover.

If **You** wish to cancel **Your** policy, **You** must send **Your** current **Certificate Of Motor Insurance** to the insurance advisor who arranged cover for **You** with a letter saying that **You** want to cancel **Your** policy. It is important to remember that cancelling **Your** direct debit does not cancel **Your** policy.

If **You** are paying **Your** annual premium by direct debit then, on cancellation, any money in hand will first be used to clear the insurers charge. Should the amount be insufficient **Your** insurance advisor will invoice **You** for the outstanding balance. Any excess money will be returned to **You** by cheque.

**We**, the insurer or any agent appointed by **Us** and acting with **Our** specific authority may cancel this policy by sending **You** a 7 day notice of cancellation to **Your** last known address (and in the case of Northern Ireland to the DVANI).

Provided that no claim has occurred during the current **Period Of Insurance** **We** will calculate the premium for the period that **We** have been insuring **You** and refund any balance, plus our administration charges of up to £25.

If **Your** policy contains any additional covers, for example, legal expenses cover then these and our commission will be excluded from any refund calculations.

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**.

**You** are always advised to discuss with **Your** insurance advisor the likely net refund before deciding upon cancellation.

2. 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.

It is a further condition of this Policy that if **You** make a claim then any balance of the premium outstanding for the remainder of the Period of Insurance becomes due and payable in full.

## Administration Charges

Please note, **We** reserve the right to apply a fee for each Mid-Term Adjustment, New Business or Renewal Transaction carried out on the Insurance Policy.

## Financial Services Compensation Scheme

Europa Underwriting Ltd and it's **Insurers** 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 compensation scheme can be obtained from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or **You** can telephone 0800 678 1100 or 0207 741 4100.

## Complaints Procedure

If **You** have cause to complain about **Your** insurance then **You** should firstly contact the insurance advisor who arranged the cover for **You**.

If **Your** complaint refers to the insurer or the insurance policy then please write to:

**The Chief Executive Officer, AXA Insurance, 5 Old Broad Street, London, EC2N 1AD**

If **You** remain dissatisfied then, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

**The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Contact Tel: 0800 023 4567**

All insurers used by Europa Underwriting Limited, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Europa Underwriting Limited are authorised and regulated by the Financial Conduct Authority.

Any decision made by the Financial Ombudsman Service is only binding on the Insurer and Europa Underwriting Limited. **You** remain free to take legal action in court.

These arrangements for the handling of complaints are entirely without prejudice to **Your** rights in English Law and **You** are free at any stage to seek legal advice and take legal action.

## Telephone Recording

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

## Claims Procedures

In the event of an accident or theft **You** should do the following:

First and foremost **You** should ensure that anyone injured at the scene of the accident receives appropriate medical attention.

Always stop and exchange the following information:

- Names and address of those involved and also those of any eye witnesses.
- Full vehicle details of those involved, including registration numbers.
- The names and addresses of Insurance Companies, (including the policy numbers if known)

Draw a diagram of the incident including the position of the vehicles before and after the accident, the road layout, and any objects or landmarks and the position of eye witnesses. Additional information such as the light, weather conditions, vehicle speed and road surfaces are all useful.

Do not admit liability at the scene of the accident, make payment or the promise of payment as this may prejudice **Your** rights and **Our** ability to effectively handle the claim on **Your** behalf.

Ensure that any accident involving a personal injury is reported to the Police within 24 hours of the accident occurring. Ensure that the theft or attempted theft of **Your Motorcycle** is reported to the Police and make a note of the crime reference number.

Ensure that any documents or letter relating to the claim are not answered by yourself and forwarded to **Us** immediately.

**Claims Reporting Telephone Number in the event of a claim, please ring; 08430 500585**

## Endorsements

Please refer to **Your** policy **Schedule** for full Endorsement terms and wording.