



Europa Underwriting Ltd  
Registered Office:  
Europa House  
Midland Way  
Thornbury  
Bristol  
BS35 2BS

Registered in Cardiff No: 3872760.

Europa Underwriting Limited is entered in the Financial Services Authority's Register and the Register Number is 309796. For more information you may wish to visit [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/)

Authorised and regulated by the Financial Services Authority



motorcycle  
insurance policy



## Endorsements

### NCB Protected No Claims Bonus

If you pay an additional premium to protect your no claims discount, then your no claims discount will be protected providing that you do not make more than one claim in each policy period.

### TE1 Garaging

It is a requirement of your policy that the vehicle is kept in either a locked garage or brick building whilst kept at the insured's permanent place of residence. Failure to garage your vehicle will result in you not being covered for theft or attempted theft.

### ML1 Limited Mileage

Your policy has a mileage limit of 3000 miles per annum, for which a premium discount has been given. If this mileage is exceeded within the policy period then the discount will be unavailable and an additional premium will be due.

### EX1 Excess

The excess is the amount, which you pay towards any claim made against this insurance. The value of the excess will be shown on your insurance schedule.

### SC1 Security

Your vehicle must be fitted with a Thatcham approved security system and this device must be operational at all times that the vehicle is left unattended. Failure to do so will result in you not being covered for theft or attempted theft.

### DR1 Drink Driving

No cover will be provided for damage to your vehicle if this damage is resultant from an incident where the rider in control of the vehicle has been found to be in excess of the legal drink drive limit.

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## 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:

#### *Insured/You/Your*

The person or persons described in the Schedule.

#### *We/Us/Are*

Europa Underwriting Limited, acting on behalf of the Insurance Company or Underwriters as specified in the certificate of insurance.

#### *Period of Insurance*

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

#### *Commencement Date*

The date of inception 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 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, and Europa Underwriting Limited itself, are authorised and regulated by the Financial Services Authority. You can confirm all registration details and find out more about the Financial Services Authority by visiting the website on [www.fsa.gov.uk](http://www.fsa.gov.uk), or by contacting them direct on 0845 606 1234.

## 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:  
**0870 4583134**

## Complaints Procedure

If you have a problem with this insurance then you should firstly contact the insurance advisor who arranged the cover for you. If you are not satisfied with the manner in which your complaint has been dealt with then you should write to:

The Managing Director,  
Europa Underwriting Limited,  
Europa House,  
Midland Way,  
Thornbury,  
Bristol  
BS35 2BS.

If you are still not satisfied then you should write to the Chief Executive of the authorised Insurer whose details are shown on your Insurance Schedule.

All insurers used by Europa Underwriting Limited are authorised and regulated by the Financial Services Authority.

If you are not satisfied with the response from the authorised Insurer then you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS) who can be contacted at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Contact Tel: 0845 080 1800

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.

## 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.

This Policy Booklet, Declaration and Policy Schedule should be read together and form the contract of insurance.

The contract is subject to:

- i. That the insured has provided correct information on the Declaration, to the best of their knowledge and belief.
- ii. That the insured understands that the premium is based on this information.
- iii. That if any of the information is incorrect it may lead to the policy being invalid.

## Section I -

### Loss of or Damage to Your Motorcycle

We will indemnify 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 Declaration.

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.

### Cancellation

1. You may cancel this policy at any time by returning Your Certificate of Motor Insurance to Us. Provided no claim has occurred during the current period of insurance We will calculate the premium for the period We have been insuring You and refund any balance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance no Premium will be given.

We or any agent appointed by Us and acting with Our specific authority may cancel this policy by sending You a 7 days notice of cancellation to Your last known address. Provided no claim has occurred during the current period of insurance We will calculate the premium for the period We have been insuring You and refund any balance.

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.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS by telephoning 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

## 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 I 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

Under the FSA regulations we have to give you certain information to ensure that you are adequately informed about our products and service.

From the time that you receive your insurance documents or the date your Policy was concluded, which ever is the later, you have a '14 day cooling off period' to consider the suitability of our recommendation and terms.

If you wish to cancel your insurance, you must send us a letter saying that you want to cancel your Policy and for motor insurance you must also send us your current Certificate of Insurance.

If you exercise your right to cancel during this initial period of cover we will return your premium less an amount for the period of time that you have had insurance cover, calculated on a pro-rata basis, and an additional charge to cover the administrative cost of providing the Policy, (unless you have made a total loss claim). Please refer to the Terms of Business.

## Exceptions to Section I

We shall not be liable to pay for

- a. loss of use, consequential 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 in accordance with the following:
- 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.

Excesses			
Comprehensive Cover Motorcycle Group Rating	Policyholder Age		
	19	20-24	25+
1-9	£500	£350	£250
10-20	£600	£450	£350
Third Party Fire & Theft Cover Motorcycle Group Rating	Policyholder Age		
	19	20-24	25+
1-6	£300	£250	£250
7-12	£350	£300	£250
13-16	£450	£350	£300
17-20	£500	£400	£350

For details of Your Motorcycle group rating please refer to Your Policy Schedule.

## Section II -

### Liability to Third Parties

#### Indemnity to You

- a. We will indemnify 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.
- 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 indemnify 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 Channel Islands and the Isle of Man.

#### Indemnity to 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 indemnify such person in the terms of Sub-Section IIa above.
- b. We will in terms of Sub-Section IIa above indemnify 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.

#### Indemnity to Legal Personal

##### Representatives

We will indemnify 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 in any Court of Summary Jurisdiction.
- 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.

## 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.*

*You must comply with the following conditions to have full protection of your Policy. If You do not comply with them We may at Our option cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.*

#### 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 with full particulars thereof. 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 payment or indemnity 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 indemnity or 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.

#### 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.

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:
  - 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.

#### 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

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 indemnify 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 whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from:
  - a. 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.
    - a. 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.