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Bike Insurance

Breakdown Assistance

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Terms of Business

Policy Summary

Our Terms of Business

YouChoose Bike is a trading style of Commercial Vehicle Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4137311 Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

OUR STATUS AND THE SERVICES PROVIDED

We are an insurance broker who arrange policies through a panel of leading insurers and intermediaries. Please note that for certain products we use only one insurance company. Our service includes advising you on your insurance needs, arranging your insurance cover and helping you with ongoing changes. We can also assist you with making a claim.

DISCLOSURE OF INFORMATION

It is your responsibility to provide complete and accurate information to your Insurers when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. Any information, which might influence your Insurer to accept, amend or decline your insurance proposal or renewal, must be disclosed. If you are unsure about disclosing any matter please contact us for guidance. Failure to disclose any material information to your Insurers or any inaccuracies in the information given could invalidate your insurance cover and mean that part or all of your claim may not be paid. Any advice we offer will be based on the details you provide. Always keep copies of correspondence sent or received concerning your insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "spent".

PROPOSAL FORMS

It is important that you ensure that all statements that you make on a proposal form are full and accurate. All answers on proposal forms and statements made to your Insurers, either in your handwriting or pre-printed, are your responsibility. When a policy is taken out we will send you a copy of your proposal form or statement of fact, which shows the information you have supplied. If you ask us to amend any answer, or add additional information we will send you a copy of the revisions. You will have the opportunity to

correct amendments. Sample policy wordings are available upon request.

AWARENESS OF POLICY TERMS

You should read your policy carefully. The document, schedule and any Certificate of Insurance are the basis of the cover you have purchased. Please make sure that you understand them and are able to follow their requirements. Breach of any terms, conditions or warranties may enable your insurer to terminate your policy or repudiate a claim.

ROAD TRAFFIC ACT

Customers are reminded that it is their personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, they are in possession of a current valid Certificate of Insurance or cover note. You must immediately notify the Company if your Certificate of Insurance or cover note expires as no cover will exist until written or documentary confirmation has been received by you.

DATA PROTECTION ACT

Any information we hold about you, whether on our computer system or on paper files will be treated as private and confidential. We will use and disclose the information we have in the normal course of administering or arranging cover on our insurance policy. We may also, on occasion, use the details we hold about you within our associated companies or pass them to Third Parties so that we may tell you of new products and services, which we think may interest you by telephone, e-mail or post. If you do not wish to receive any marketing information please write to us and we will mark our records accordingly. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries in respect of confidentiality and data protection please contact us.

MOTOR AND HOME INSURANCE ANTI-FRAUD REGISTERS

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover

will be added to the Motor Insurance Database, to which the policy and other government agencies have access. This helps the pursuance of claims following accidents and aid detection of those who are in contravention of the law by not taking out insurance.

MOTOR INSURANCE INFORMATION CENTRE

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database, to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

SERVICE STANDARDS

It is our intention to provide you with a high level of service at all times.

In the unlikely event that you should have cause for complaint, you should write to the Managing Director at the address shown above.

We will acknowledge receipt of your complaint in writing, within 5 working days and provide you with a full written response within 20 working days, or explain the current position and provide you with a timescale for a full response. We will endeavour to provide you with a final response within 8 weeks.

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman's Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. Full details of our complaints handling procedures are available upon request.

CLAIMS

We have no authority to handle claims on behalf of Insurers. In the event of an accident occurring, which may give rise to a claim under your policy, you should notify your Insurer direct as soon as possible using the contact details in your policy schedule/document.

If there is any conflict of interest, we will only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and that you have given that consent. We will forward any payments we receive from Insurers in respect of any claim, without delay.

ADMINISTRATIVE CHARGES

In addition to the premiums charged by Insurers, we make charges to

cover the administration of your Insurance:

- Mid-term alterations - Up to £75.00
- Duplicate documents - Up to £20.00
- Cancellations - Up to £50.00
- Annual policy arrangement charges – Up to 25% of Insurers annual premium

We reserve the right to amend the level of charges at any time.

You should also note that we will not be responsible for any fines or costs that you incur resulting from late delivery of, or incorrect information on, any documentation relating to your insurance.

CANCELLATION OF INSURANCE POLICIES

(1) Where cancellation rights exist If you are an individual or sole trader (including a partnership in England and Wales) buying or renewing a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever the later. When renewing an existing policy, the period applies from the date you renew the policy or the day on which you receive your policy documentation, whichever the later.

If you exercise this right and the cover has not yet commenced, you will be entitled to a full refund of the premium paid. If the insurance has commenced and provided that you have not made a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time that you have been on cover (calculated as a proportion of the annual premium) and a deduction of a proportion of the arrangement charge sufficient to cover our costs.

To exercise your right to cancel, please contact this office at the address shown. You will be required to return any certificate of motor insurance, immediately.

(2) When cancellation rights do not exist Unless otherwise stated, insurance policies are arranged for a period of 12 months and you are required to pay the full amount stated. If you cancel the insurance before

expiry date, (other than in accordance with paragraph (1) above) and there have been no claims, you may be charged short period rates in accordance with the scale of charges detailed by Insurers terms and conditions, shown in your policy document. We do not refund commission or charges as this was earned for arranging the policy.

Policyholders may cancel annual policies on return of the policy and/or Certificate of Insurance. The cost of add-on products that you purchase (e.g. Legal Expenses) will be non-refundable (other than in accordance with paragraph (1) above). If there are any unpaid monies when the policy is cancelled, we may withhold documents such as any no claims bonus to which you are entitled, until full payment is made. If you paid the premium by instalments the credit charges made by the premium finance provider will not be refunded.

NO CLAIMS BONUS

If you are unable to supply your previous Insurers name, policy number and expiry date during the sale of your policy, you must provide written evidence within 14 days. Failure to provide evidence within this period will result in insurers issuing the policy at the gross premium (i.e. without benefit of the discount) or the policy being cancelled. You will be immediately responsible for the balance of premium payable and any subsequent cancellation will be calculated on the gross premium and subject to short period rates and charges detailed above.

PAYMENT OF PREMIUMS AND REFUNDS

Unless otherwise agreed and formalised by a premium instalment plan, all premiums are due on the day cover is arranged, the date the policy is due for renewal or the date of any mid-term adjustment.

If we arrange an instalment plan for you, an administration charge will apply as follows:

- £20.00 if 10 monthly payment option is selected

We will pay the premium to the Insurer and you will be responsible for paying the instalments as they fall due. In the event of any due payment not being made, you will be sent a 7- day cancellation letter by recorded delivery. If the monies are not received in this timescale the policy will be cancelled and all cover will cease. Any refund provided by the Insurer, after deduction of the charges shown above, will be used against any outstanding balance on your instalment plan.

We may keep certain documents such as your insurance policy documents or certificate whilst we await full payment of the premiums. In these circumstances, we will ensure that you receive full details of your insurers cover and we will provide you with any document you are required to have by law.

We will not accept responsibility for cancellation of insurance by Insurers due to late or non-payment of premium by customers. Instalment deposits, legal expenses and breakdown or associated policies are non-refundable. All refunded premiums will be made by cheque, payable to the policyholder.

QUOTATIONS

When a quotation is provided the premium is only valid for the period advised to you. Quotations provided by the company do not constitute offers. All proposals and requests for insurance are subject to acceptance by Insurers, premiums and terms are quoted subject to confirmation and agreement by Insurers. Your Insurer has the right to decline your risk, increase the premium or restrict the policy if any errors or omissions are found on the proposal or statement of fact.

WITHHOLDING DOCUMENTS

We reserve the right to retain certain documents until all payments due have been made and any cheques cleared. We will provide any documents you are required to have by law.

RISK TRANSFER

Premiums that we collect from you are held in an insurance broking bank account specifically for the purpose of holding client money. By virtue of agreements held with insurers, we collect premiums as agents of the insurer. Therefore, once we have collected the premium from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to insurer. We will remit premiums to insurers in accordance with the terms of our agreements with insurers.

RENEWAL OF POLICIES

We will contact you when your policy is due for renewal and how to continue with your cover. In order to protect your interests, where insurers are willing to renew the policy and payment is made through an instalment plan, we arrange continuation of the instalment facility unless you specifically notify us in writing that you wish to cancel your policy prior to renewal date. Where (in

the absence of instructions to the contrary) we renew the policy on your behalf you may be liable to make payment to us and/or your insurance company.

CLIENT MONEY SEGREGATION (STATUTORY OR NON-STATUTORY)

Premiums that we collect from you will be segregated into and held in either a Statutory or Non-Statutory Insurance Broking Trust Bank Account. We will hold the money as trustee for the insurer. The Client Money Bank Account is set up as a trust governed by our agreements with our insurers. This means that once client money is segregated into the trust account it falls into our legal ownership but remains for the beneficial ownership of insurers. If we become insolvent, the terms of the trust dictate that insurers will have a prior claim on the money in the account according to their respective interests. Where insurers permit use of a Non-Statutory Trust we may agree to extend credit to other customers using money from the Client Money Bank Account.

We will have in place and maintain, systems and controls to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of this trust arrangement.

EARNING INTEREST ON CUSTOMER PREMIUMS

We hold premiums that you pay us in a Client Money Bank Account. Under Financial Services Authority (FSA) Regulations we have to inform you that we may earn interest from money held in our Client Money Bank Account, which may exceed £20.00 for any one transaction that you make with us. Interest earned will not be held for the benefit of customers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

CUSTOMER MONEY PASSED TO ANOTHER PERSON

In accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

CUSTOMER MONEY PASSED TO ANOTHER PERSON OUTSIDE THE UK

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined, by accepting these Terms of Business you are giving your consent for us to act in the manner described. You should note that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and consequently, if the intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

SEGREGATION OF INVESTMENTS

We hold premiums that you pay to us in a Client Money Bank Account.

We may invest these premiums in a range of permitted designated investments as prescribed by FSA Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall. By accepting these Terms of Business, you are giving your consent for us to act in the manner described above.

OTHER TAXES OR COSTS

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

GOVERNING LAW

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

VARIATIONS

No variations to these Terms are held to be valid unless in writing and signed by an authorised officer of the Company. The Company's staff are not authorised to agree to any variation of these Terms but they may be varied by the Company from time to time.

STATUTORY RIGHTS

Agreement to our Terms of Business does not affect your normal statutory rights.

THE FINANCIAL SERVICES AUTHORITY (FSA)

The FSA is the independent watchdog that regulates financial services and insurance. It requires us to give you this document. Use this information to decide if our services are right for you.

WHOSE PRODUCTS DO WE OFFER?

We offer products from a range of insurers for commercial vehicle and business insurance. We only offer uninsured loss recovery, legal expenses and breakdown insurance from a single insurer for these products.

WHICH SERVICES WILL WE PROVIDE YOU WITH?

We will advise and make a recommendation after we have assessed your needs.

WHAT WILL YOU HAVE TO PAY US FOR OUR SERVICES?

A policy arrangement fee charge will be made for arranging insurance on your behalf; the amount will be detailed on your quotation. We also make a charge for altering a policy, issuing a duplicate document and for cancelling cover. Full details will be provided before you enter into a contract of insurance arranged by us.

WHO REGULATES US?

YouChoose Bike is a trading syle of Commercial Vehicle Direct Insurance Services Ltd, MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL and is Authorised and Regulated by the Financial Services Authority. Our registration number is 302216.

Our permitted business is arranging general insurance contracts.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA directly on 0845 606 1234.

WHAT TO DO IF YOU HAVE A COMPLAINT

If you wish to register a complaint, please write to the Managing Director at the following address:

YouChoose Bike
MMT Centre
Severn Bridge
Aust
Bristol BS35 4BL
Telephone: 0845 683 0740

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Compulsory classes of insurance, are covered for 100% of the claim, without any upper limit. Other classes of insurance are covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

This policy summary does not contain the full terms and conditions of the cover. Full terms and conditions can be found in the policy document.

INSURER

The insurer of this policy is Europ Assistance Holding Irish Branch. Benefits and services under this policy are provided by Europ Assistance Holdings Limited.

TYPE OF INSURANCE AND COVER PROVIDED

This is motor breakdown insurance providing roadside assistance and vehicle recovery services in mainland UK and Europe (where additional premium has been paid for this cover)

ELIGIBILITY REQUIREMENTS

To be eligible for this insurance, the following requirements must be met:

Cover Only Applies To:

- Vehicles under 15 years old – see Eligible Vehicles
- Vehicles up to 3500kg, length 7m, height 3m, width 2.25m – see Eligible Vehicles
- Vehicles carrying not more than the number of seats in the vehicle up to a maximum of 8 persons including the driver – see Eligible Vehicles
- A maximum of six assistances in any one year – see Insured Incident
- Countries within the specified geographical limits of the policy – see Geographical Limits

SIGNIFICANT FEATURES AND BENEFITS

Your policy includes the following benefits which are explained in detail in the policy document:

- Dedicated 24 hour telephone number for assistance 365 days a year
- Up to £750 for a hire car for your trip abroad should your vehicle breakdown and not be repaired within seven days prior to your departure.
- Up to £250 for roadside assistance abroad and if necessary, transportation of you and your vehicle to the nearest suitable repairer
- If the vehicle can not be repaired the same

- day whilst abroad, transportation of you and your vehicle to your original destination or a hire car to enable you to continue your trip
- Repatriation of you and your vehicle to your home if the vehicle can not be repaired by the end of your trip
- Up to £175 to secure your vehicle if broken into

SIGNIFICANT OR UNUSUAL EXCLUSIONS AND LIMITATIONS

There are some situations which you are not covered for. These generally involve anything you already know about or that is caused by deliberate or careless acts on your part. Full details of these are given in the policy document.

The most significant exclusions of this policy are set out below. There may be other exclusions that are significant to you, so you need to check the policy document for full details.

Cover does not include:

- Prior to departure benefits when the policy is purchased less than 10 days before your planned departure date – see Section 5 items a & b
- The cost of replacement parts or other materials used in the repair – see Section 1 Item c
- Vehicles which have not been maintained or are not in a roadworthy condition when cover is purchased - see Section 13.1 & 13.6
- The use of specialist off-highway-recovery equipment or winching costs – see Section 13.16
- Individual trips which exceed 31 days. The total number of days abroad in any one 12 month period must not exceed 60 days – see definitions of Period of Insurance and Trip

DURATION OF COVER

This policy of insurance will run for the period shown on your policy schedule.

YOUR RIGHT TO CANCEL

You have the right to cancel your policy of insurance within 14 days from the date of issue or receipt of policy terms and conditions, whichever is the later. We will refund to you any premium you have paid and will recover from you any payments we have made.

MAKING A CLAIM UNDER YOUR POLICY

In the event of a motor breakdown emergency please phone 0844 338 6055. If abroad please telephone +44 1444 442 474

MAKING A COMPLAINT

If you wish to register a complaint, please contact us:

in writing the Quality Department, Europ Assistance, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN; or

by phone 0844 338 5799; or

by e-mail quality@europ-assistance.co.uk.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800.

FINANCIAL SERVICES COMPENSATION SCHEME

Europ Assistance Holding Irish Branch and Europ Assistance Holdings Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if Europ Assistance Insurance Limited and / or Europ Assistance Holdings Limited are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk website.

Visit  insurance.co.uk

and click to save more money on your insurance with the YouChoose insurance family.

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