



# **Bike Insurance**

*Terms of Business*

# 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.

## THE CAPACITY IN WHICH WE ARE ACTING

We act as your agent when sourcing a suitable policy, placing the insurance and in the event of a claim, unless the insurance is arranged under a delegated binding authority where we act as an agent of the insurer when placing the business.

## 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 DATABASE (MID)**

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- i. Electronic Licencing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv. The provision of government services and/or services aimed at reducing the level and incidence of uninsured driving

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **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 (minimum charge of £50 may apply)

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.

### **DRIVING LICENSES**

We require a copy of the driving licence for all drivers named on your policy. We require a copy of the counterpart driving licence and a copy of the front and back of the driving licence photocard. Failure to provide us with this information within 30 days of the policy start date may result in your policy being cancelled and full cancellation charges applied.

### **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:

- up to £40.00 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.

## **COMMISSION DISCLOSURE**

Commercial customers (customers who are purchasing a policy in connection with their trade or profession) are entitled to information about the commission we receive for placing their business, prior to conclusion of the contract. This is available on request.

## **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 Motorcycle Insurance. We only offer uninsured loss recovery, legal expenses, Helmet and Leathers 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 style 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](http://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.

Visit

**YouChoose**  
insurance.co.uk

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