

# MOTORCYCLE DIRECT TERMS OF BUSINESS

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. You should use this information to decide if our services are right for you.

## 2. Whose products do we offer?

We can only offer products from a limited number of insurers for annual motorbike insurance policies. These are:

West Bay Insurance Plc	Highway Insurance Company Ltd
Ageas Insurance Ltd	KGM Underwriting Services
AXA Insurance UK Plc	Aviva Insurance Ltd

For optional extras, we only offer the products of:

Financial & Legal Insurance Company Limited for

- Key Protection Cover
- Legal Expenses Insurance

Trinity Lane Insurance Company Limited for

- UK & European Breakdown
- Personal Accident Cover
- Helmet & Leathers Cover

AmTrust Europe Limited for

- Excess Protect Cover
- Replacement Vehicle Cover

We only offer the product of Premium Credit Limited (PCL) for Direct Debit Credit Agreements.

## 3. Which service will we provide you with?

We're an established intermediary acting on your behalf. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice on how to proceed.

## 4. What will you have to pay us for our services?

Fee/Charge	Amount
New Business Fee (This is for arranging a new policy)	Up to £75.00
Renewal Fee (This is for arranging a renewal)	Up to £75.00
Duplicate Documents	£10.00
New Business Correction <sup>1</sup>	Free
<b>Mid Term Adjustment Fees (via Contact Centre)</b>	
Temporary Change	£40.00
Change of Vehicle or Rider	£40.00
Any Other Permanent Change	£40.00
<b>Mid Term Adjustment Fees (via Customer Portal)</b>	
Any Online Customer Portal Change	£20.00
<b>Cancellation Fees</b>	
Within 'Cooling-Off' Period <sup>3</sup>	£40.00
After 'Cooling-Off' Period and you used a price comparison site <sup>4</sup>	£75.00
After 'Cooling-Off' Period and you didn't use a price comparison site	£40.00
After having the policy with us for more than 12 months	£40.00
Before Cover has started <sup>5</sup>	£40.00
Void <sup>2</sup>	£75.00

- <sup>1</sup> A New Business correction is classed as an amendment that doesn't change the risk or the price (such as a spelling mistake).
- <sup>2</sup> This fee applies when your insurer instructs us to cancel your policy back to the start date. The insurer will treat the policy as invalid from the outset, but we take a fee to cover our administration costs.
- <sup>3</sup> The Cooling-off period is up to 14 days from the start date of the policy or (if later) the day on which you receive your policy documentation and supporting information.
- <sup>4</sup> Price Comparison sites charge us when customers use them to buy a policy from us. We apply this extra fee for cancellations outside the cooling-off period to cover that cost of administration and their charge.
- <sup>5</sup> If you cancel your policy before the cover has started you will receive a refund, but we take a fee to cover our administration costs.

These amounts are in addition to any fees and/or charges made by your insurer or PCL. All fees & charges are non-refundable unless otherwise stated. We are paid a commission calculated as a percentage of the loan made to you from PCL.

We charge you a fee to arrange and administer the motor policy with the insurer on your behalf. We will tell you the exact fee amount for arranging your motor policy before you purchase it. We are paid a commission by the insurer based on your vehicle and your circumstances which forms part of your total annual motor premium or a percentage of your total annual motor premium. We are paid a flat fee by the insurer for arranging any optional extras on your behalf.

## 5. Cancellations

If we or the insurer cancel the policy, we will write to you providing a minimum of 7 days' notice of cancellation. This cancellation will be to your last known postal or e-mail address, in line with your preference to receive policy documentation.

If you cancel your direct debit or finance agreement with Premium Credit Ltd this does not mean cancellation of your motor insurance policy, which is a separate contract. Please contact us to arrange an alternative payment method or cancellation of your policy.

Cancellation of the main motor insurance policy also cancels any optional extra insurances that you may have selected and as listed under Section 2 above. We make a full refund of premium for all optional extra insurances within the 'cooling-off' period. Thereafter, no refunds are due.

## 6. What happens at renewal?

We aim to find you the most competitive premium by searching our panel of insurers for any future renewal.

Unless you have asked us not to use your debit/credit card to make payments for your insurances, we will let you know via e-mail and/or letter that we intend to automatically renew your policy along with any optional extra insurances you hold.

If you pay by direct debit, your policy, and any optional extra insurances you hold will automatically renew with the instalments continuing to be taken each month.

You have the right to change your renewal preference at any time, and this can be actioned through the Customer Portal, by LiveChat (where available) or by telephone. If you change your permission just before your policy renewal date, the renewal payment may already have been requested from your card or your first instalment may already have been requested from your bank. In these cases, we will arrange for a refund.

If no notification of our intention to take payment is shown on your renewal invitation, or we have not received your permission for your debit/credit card to be used to make any future payments for your insurances, then your policy will not renew, and you will need to renew your policy using the Customer Portal or Live Chat with us if you wish to maintain cover.

## 7. Payment of premiums (including Direct Debits)

Premium Credit Limited (PCL) is the company used by us to provide direct debit finance to enable its customers to pay for their insurance by spreading the costs over regular instalments instead of paying the whole premium up front.

Unless otherwise agreed, payments must be made on their due date and your cover is only effective from the time we receive payment. We may cancel or lapse cover where payments are not received on time.

If you choose to pay by direct debit, you will pay more for your insurance. Your personal information and the bank details you provide will be passed to Premium Credit Limited (PCL).

To assess your application for credit, PCL will search public information that a credit reference agency holds about you. Details of their search and your application will appear on your record, whether or not your application proceeds. If you have any questions about your instalments, contact PCL at [www.premiumcredit.co.uk/contact](http://www.premiumcredit.co.uk/contact).

At renewal of your insurance policy we will continue to pass your details to PCL unless you tell us otherwise.

Please refer to your policy documentation or PCL welcome pack for further details, including your right to cancel under the terms of the 'cooling-off' period.

PCL will tell us if you fail to make payment by direct debit under the terms of your credit agreement or if you end the agreement. This may result in your policy being cancelled and any money owed to PCL under your premium finance agreement will be deducted from any premium refund from the insurer.

If PCL have been paid in full any remaining refund will be used to offset Europa Group Limited's costs including fees & charges.

Europa Group Limited acts as agents of the insurer in collecting premiums and handling refunds due to clients, such monies are deemed to be held by the insurer with which your insurance is arranged. Any interest earned on these monies is retained by Europa Group Limited.

#### 8. Collection of outstanding payments (and refunds)

You must continue to make payments in full and on time for your insurances, including after a notification of a claim, or we will commence cancellation procedures. If within seven calendar days of our notice you fail to respond, and you have given your permission for your card details to be used, we will try to collect any outstanding payments owed. If this fails, or we have not received permission from you, we may pass the debt to our Debt Collection Agency (for which an additional fee may be charged). Any costs that they incur in the recovery of the debt will be added to the amount outstanding. Any refund due to you will be returned to the debit/credit card we hold on file. Total refunds less than £10 shall be retained due to administrative costs incurred to process refunds.

#### 9. Who regulates us?

Europa Group Limited trading as MotorCycle Direct is authorised and regulated by the Financial Conduct Authority (FCA) registered number 309794.

Our permitted business is introducing, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

Our registered offices are at Europa House, Midland Way, Thornbury, Bristol, BS35 2JX.

#### 10. What to do if you have a complaint

Our aim is to get everything right, first time, every time. If a mistake is made, we will put it right quickly. To start the process of investigating a complaint all you need to do is Live Chat with us or send us an email to the address below.

**E-Mail:** [crt@europa-group.co.uk](mailto:crt@europa-group.co.uk)

**LiveChat:** Available in your Customer Portal

Once your complaint has been received it will be treated with the highest importance. If you remain dissatisfied, you may be entitled to refer your complaint to the Financial Ombudsman Service (FOS).

#### 11. Are we covered by the Financial Ombudsman Service?

Europa Group Limited is covered by the Financial Ombudsman Service (FOS). The FOS can be contacted at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Tel No: 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### 12. 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. Further information about compensation scheme arrangements can be obtained from the FSCS at [ww.fscs.org.uk](http://ww.fscs.org.uk) or you can telephone 0800 678 1100.

#### 13. Data Protection

We are committed to ensuring that your privacy is protected. For details about how we use your personal information, please refer to the Privacy Policy which is available at:

[www.motorcycledirect.co.uk/privacy-and-cookies](http://www.motorcycledirect.co.uk/privacy-and-cookies)

Alternatively, you can request a printed version by writing to the:

Data Protection Officer,  
Europa House,  
Midland Way,  
Thornbury,  
Bristol, BS35 2JX

#### 14. Demands and Needs

Europa Group Limited will communicate information clearly and fairly to ensure you have the information you need to make an informed decision about your insurance.

When choosing your motor insurance, you provided us with the details shown on your Statement of Fact. Please check this, together with the other documentation provided, to ensure the information we collected is accurate and that the cover we have provided meets your needs.

A Motor Insurance policy meets the demands and needs of a driver who needs to insure their vehicle to meet the minimum requirements of the Road Traffic Act. It covers against costs that arise as a result of the driver causing death or injuries to other people and damage to their property.

If Third Party Fire & Theft cover is selected, cover extends to include loss or damage to the insured vehicle caused by fire, theft, or attempted theft.

If Comprehensive cover is selected, cover further extends to cover accidental damage and malicious damage to the insured vehicle.

A Motor Legal Expenses policy meets the demands and needs of a driver who, if involved in a motor accident which is not their fault, will require:

- a loss recovery service (including legal assistance and representation if necessary to recover any uninsured losses arising from the accident); and
- cover against the legal costs (including the costs of the loss recovery service) incurred in pursuing any claim for recovery of such losses (including any claim for death or personal injury) to the extent that these costs are not fully recovered from the other party or their insurers.

UK Breakdown cover meets the demands and needs of customers who wish to ensure that following a breakdown either at their home address, or elsewhere within the UK, assistance will be provided to attempt to repair the vehicle at the roadside or, tow the vehicle to an onward destination for further repair.

A Replacement Vehicle policy meets the demands and needs of a customer who requires a replacement vehicle should their vehicle be immobilised due to fire, an accident that leaves it a write-off, vandalism or if it is stolen.

An Excess Protection policy meets the demands and needs of a policyholder seeking to protect the excess they are liable for following a successful claim under their main motor insurance policy.

A Key Protection policy meets the demands and needs of an individual wishing to protect themselves against the replacement costs following the loss or theft of their keys.

A Personal Accident policy meets the demands and needs of those who wish to ensure that they are covered for bodily injury resulting in accidental death, loss of sight in one or both eyes, loss of limb or limbs, or permanent total disability as a result of a road accident involving the insured motorcycle.

A Helmet & Leathers policy meets the demands and needs of those who wish to insure against the cost of damage to their motorcycle helmet and/or motorcycle protective clothing resulting from a motorcycle accident in the UK (and Europe for up to 90 days).

A European Breakdown policy meets the demands and needs of those who wish to ensure that following a breakdown either at their home address or elsewhere within the UK, the Isle of Man, the Channel Islands and Europe, assistance will be provided to attempt to repair the motorcycle at the roadside or to transport the motorcycle to an onward destination for further repair.