

PURCHASE PRICE PROTECTION
Motorcycle's
Underwritten by Groupama Insurance Company Limited

SAMPLE POLICY WORDING

The above Schedule is subject to the terms of this Policy

These Terms and Conditions [**"Policy"**] set out the details of Your insurance cover. Please read this Policy carefully and keep it in a safe place. The Policy is underwritten by Groupama Insurance Company Limited [**"We" "Us" "Our"**].

Your insurance is made up of the following:

The **Schedule** which shows the **Motorcycle** that is covered by this Insurance and the premium **You** will pay. **You** should read the schedule and Certificate wording together.

Your Certificate tells **You** exactly what is covered, how Groupama Insurance Company Limited settle claims and other important information.

We have listed words with special meanings below. The words with special meaning are printed in bold type whenever they appear in the Certificate.

There are some general exclusions which apply to **Your** Insurance and **We** have listed them below.

Definitions

Wherever the following words commence in capitals in the Policy they will have the following meanings:

Administrator - means Virtual Insurance Products Ltd, The Estate Office, Shadrack, Berry Pomeroy, Totnes, TQ9 6LR.

Insured Motorcycle – as shown in the policy schedule.

It does not include:

- Trikes, taxis, self drive hire and reward, courier, delivery, service motorcycles and motorcycles used in any sort of competitions, speed testing, road racing, pace making or rallies;
- Motorcycles which have been modified except in accordance with the manufacturers specifications.

Insured Value – The value of the **Insured Motorcycle**, excluding contents, at the date of the **Total Loss** as assessed by the Insurers of the **Motor Insurance** or the market value of your **Insured Motorcycle** as shown in Glass's Guide Trade Value, whichever is the greater.

Insurer, We Us, Our – Groupama Insurance Company Limited

Motor Insurance - means a comprehensive motor insurance Policy issued by an authorised UK Insurer, which insures accidental loss of or damage to the **Insured Motorcycle** and which is maintained in **Your** name or a nominated and authorised driver throughout the Period of Insurance.

Purchase Price – The purchase price of your **Insured Motorcycle**, including factory fitted accessories and including any discount given, but excluding warranty charges, dealer fitted accessories, insurance premiums, new motorcycle registration fee, road fund licence, fuel and paintwork protection applications, helmets or protective clothing or a maximum of 110% of the market value of **Your Insured Motorcycle** as shown in Glass's Guide Retail Value, at the time of purchase, whichever is the lesser.

Period of Insurance - means the time between the purchase date of this insurance and the earliest of the following dates:-

- The period as shown on **Your Schedule**; or
- 36 months from the purchase date of the **Insured Motorcycle**; or
- The date on which your motorcycle is sold or transferred to a new owner; or
- The date **Your** motorcycle is declared a **Total Loss**.

Schedule – The Schedule is part of this insurance and contains details of **Your** motorcycle and **You**.

Security Devices – A device approved by a recognised security body to deter the theft of the motorcycle, including but not limited to chains, padlocks, disc locks and ground anchors.

Territorial Limits - England, Wales, Northern Ireland, Scotland, Isle of Man, Channel Islands and member countries of the European Community and any other country for which an International Motor Insurance Card ("Green Card") in respect of the **Insured Motorcycle** is effective at the date of **Total Loss**.

Total Loss – **You** have claimed under **Your** Motor Insurance and the claim has been settled and **Your** motorcycle has been forfeited and a total loss payment made following accidental damage, fire or theft.

You [Your] - The person named in the schedule whom satisfies the eligibility requirements set out below.

Eligibility

You are covered under this Policy if on the start date:

- The **Insured Motorcycle** is 5 years old or under, and
- Registered in the United Kingdom, and
- **We** have accepted **Your** application; and
- **You** have paid the single premium including Insurance Premium Tax. and;
- **Your** motorcycle must be shown in Glass's Guide; and
- **Your** motorcycle must be insured by a Comprehensive motor insurance policy issued by an authorised UK motor insurer.

You may not apply for cover under this Policy when the purchase price of the **Insured Motorcycle** exceeds £50,000. (Including factory and dealer fitted accessories).

What is covered

In the event of a total loss happening within the **Territorial Limits** and occurring within the **Period of Insurance** the **Insurer** will pay an amount by which the **Purchase Price** exceeds the **Insured Value**.

Benefit

The maximum amount payable under this certificate shall not in any circumstances exceed the amount shown on the **Schedule**.

General Exclusions

1. **We** will not pay benefit as a result of any of the following;
 - a. Where the **Total Loss** is not subject to an indemnity under the accidental damage, fire or theft sections of the motor insurance.
 - b. in respect of any excess deducted under the **Motor Insurance**;
 - c. where the **Total Loss** arises as a consequence of war, riot or civil commotion;
 - d. where the **Total Loss** is caused by an accident when the rider of **Your** motorcycle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner in respect of which a warning against driving is given;
 - e. in respect of any loss of use of **Your** motorcycle or any consequential loss of any kind;
 - f. In respect of any claim whatsoever in the event that the rider of the **Insured Motorcycle** at time of the incident giving rise to a claim hereunder was driving illegally;
 - g. where the **Total Loss** occurs outside the **Territorial Limits**;
 - h. which is the subject of fraud or dishonesty;
 - i. where the loss is covered by any other insurance or warranty;
 - j. for theft committed by any person who has access to keys of **Your** motorcycle;
 - k. for any motorcycle which is left unattended unless all **Security Devices** and immobilisers are activated and are in full working order, (in addition to keys being removed from the motorcycle);
 - l. Radioactive contamination from: Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosion, nuclear equipment or part of that equipment or acts of terrorism.
2. **Your** policy will not cover:
 - a. **Your** motorcycle where it is not shown in Glass's Guide;
 - b. **Your** motorcycle where it is used for road-racing, rallying, pace-making, speed testing, or any other competitive event or is driven by any person not holding a valid current licence to ride your motorcycle;
 - c. **Your** motorcycle where it has been modified other than in accordance with the manufacturer's specification.

Conditions

- a. **Your** motorcycle must be insured by a Comprehensive **Motor Insurance** policy issued by an authorised UK **Motor Insurer**, which insures accidental loss of or damage to the **Insured Motorcycle**.
- b. **Your** policy cannot be transferred from your motorcycle to any other motorcycle.
- c. If **You** sell and/or transfer your motorcycle to another person, motor dealer or trader during the period of Insurance all cover will expire upon such sale/transfer.
- d. In the event of a **Total Loss** claim **You** must contact Groupama Insurance Company Limited within 60 days of the date of the loss or damage occurring.
- e. If **You** decline an offer of a replacement motorcycle under the terms of your **Motor Insurance** policy then the **Insurer** will settle your claim under this policy based on the value of the replacement motorcycle and not the settlement figure offered under **Your Motor Insurance**.
- f. If **You** part exchange a motorcycle and the price received for the part exchange motorcycle exceeds that shown in Glass's Guide, then the amount paid in excess of the Glass's Guide Trade Value price will be deducted from your claim.
- g. In the event of a **Total Loss**, **You** must not accept any offer from the Motor Insurer without **Our** approval. **We** reserve the right to subject **Your** motorcycle to independent inspection.

The parties hereto are free to choose the Law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be subject to English law.

General Conditions

- a. This contract and any endorsements of it together with the proposal and Certificate and any written statement of medical or other information made by **You** make up the contract between **Us** and **You**.
- b. No alterations, variations, or relaxation of any of the terms of this contract can be made except in writing by one or more of **Our** authorised officials.
- c. The parties to this contract may choose the law which shall govern it. In the absence of any agreement to the contrary this **Certificate** is subject to English law.
- d. If at any time any provision or part thereof of this contract become invalid, illegal, or enforceable the remaining parts and/or provisions shall continue in full force and effect.
- e. A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- f. Any omission, misrepresentation or false statement of a material fact in **Your** application for this insurance or any claim could affect the payment of benefits under this **Certificate**. A material fact is one which is likely to influence the acceptance of **Your** application or claim for insurance. If **You** are uncertain whether a fact is material **You** should declare it. If **You** make a claim which **We** consider to be fraudulent or exaggerated, all benefits under this contract will be lost and **We** will seek to recover any benefits paid under that claim.
- g. **We** have the right to take proceedings in your name, in order to recover for **Our** benefit for the amount of any payment made under this policy.

Fraud

Any fraud mis-statement or concealment in relation to any matter affecting this contract or any claim under this contract may render it null and void and all rights to claim will be lost.

Data Protection Act

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

How to Make a Claim

1. If the **Insured motorcycle** is subject to a **Total Loss** please, within 60 days, call **Our** claimline on 0870 240 1895. You can do this at any time of the day. (Calls from a BT landline cost no more than 8p a minute. Charges from other suppliers maybe different).
2. **We** will send **You** a claim form.
3. **You** must complete the claim form in full and return it to **Us**.
4. **You** must supply all information and assistance which the **Insurer** may reasonably require in establishing the amount of any payment under **Your** Insurance.

Cancellation Rights

You may cancel this contract within the 30 day cooling off period and receive a full refund of premium. If **You** cancel the contract after this period no refunds of premium will be due. No refunds of premium will be made where a claim has been made under the contract.

Complaints Procedure

We aim to provide a first-class service.

If **You** have any cause to complain, or **You** feel that **We** have not kept our promise, please follow the procedures below.

If **You** are not happy with the way the matter is dealt with, please write to Virtual Insurance Products Limited, The Estate Office, Shadrack, Berry Pomeroy, Totnes, TQ9 6LR. When **You** do this quote the Certificate number, which is on the **Schedule**.

After this action, if **You** are still not satisfied with the way a complaint has been dealt with, **You** may ask the Managing Director at Groupama Insurance Company Limited to review **Your** case (This would not affect **Your** rights to take legal action if necessary).

Our address is: Groupama Insurance Company Limited, Groupama House, 24-26 The Minories, London, EC3N 1DE

Customer Compensation

Groupama Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). If **We** were unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of the claim. The FSCS can be visited on the internet at www.fscs.org.uk or by contacting them on 020 7892 7300.

This policy is underwritten by: Groupama Insurance Company Limited, Groupama House, 24-26 The Minories, London, EC3N 1DE. Registered No. 00995253.
Authorised and regulated by the Financial Services Authority. Firm Reference No. 202124.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.