WiserChoice

Insurance

Policy Booklet

Welcome to Wiser Choice Bike

Thank you for purchasing your insurance policy with Wiser Choice Bike. This policy booklet contains information about your motorcycle insurance policy, how to make a claim and how you can contact us. Make sure you save this booklet to a secure location along with your statement of fact, certificate of motor insurance and any other accompanying documents.

At Wiser Choice Bike we go the extra mile for our bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continually provide you with quality motorcycle insurance for years to come.



Richard Waring
Managing Director Wiser Choice Bike

Contents

Welcome to Wiser Choice Bike	2
Hints and Tips	4
How to make a claim	5
Your motorcycle insurance	6
Regulation	6
Motorcycle policy definitions	7
Policy cover	8
Section I Loss of or damage to your motorcycle	9
Section II Liability to Third Parties	10
Section III No Claims Bonus	11
Section IV Compulsory insurance regulations	12
Section V Emergency treatment	12
Section VI Riding your motorcycle abroad	12
General exceptions	13
General conditions	14
Making a Complaint	17
Financial Services Compensation Scheme	17

Hints and Tips

At Wiser Choice Bike we want to help our customers to stay safe, so here are some useful hints and tips:

Keeping your motorcycle secure

- Keep your garage keys on you when out riding, so when you get home you don't have to leave your bike unattended.
- Check the garaging endorsements in your documentation.
- Park your bike in well-lit, safe surroundings when parked during the day.

Safe Riding

- Plan ahead and allow for longer journey times in wet or difficult conditions.
- Try to keep to familiar roads in the dark and in poor weather conditions.
- Make sure you are clearly visible by using reflective clothing.
- If you are insured for pillion passengers, check your bikes compatibility for carrying a passenger, and make any necessary adjustments to your bike before riding.

Personal protection

- Protective summer bike gear keeps you safe and cool when it's hot.
- Ensure your helmet has been BSI approved, as indicated by the kite mark.
- Helmet cameras can help support you if you are involved in an accident.

Maintenance tips

- Oil your chain regularly.
- Clean your visor before every trip.
- Test your lights and indicators before setting off.
- Check your tyre pressure.

How to make a claim

To make a claim, please call **Wiser Choice Bike** on 0330 678 1146 (we are open 24 hours a day, 7 days a week, following these three steps:

1. **You** or **your** authorised representative should contact **Wiser Choice Bike** as soon as possible after the accident, loss of or damage to **your motorcycle** or if there is any third-party damage or liability. Please have **your** policy number and information about the claim to hand.
2. If **your motorcycle** is stolen, make sure to report this to the police immediately and make a note of the crime reference number.
3. Contact **Wiser Choice Bike** before **you** make any arrangements or agreements to replace or repair **your motorcycle**.

Claim Conditions

You must:

- give **Wiser Choice Bike** the full details of the claim as soon as possible;
- send **us** all communications including any letter, writ or summons, **you** may receive from other parties in relation to the claim;
- inform **us** of any pending prosecution, inquest or fatal accident inquiry for which there may be liability under this policy; and
- provide **us** with all information and assistance **we** may require.

You must not, without **our** consent:

- make any offer, promise or payment; or
- make any admission of liability to any third party.

We are entitled to:

- have complete control to conduct, defend and to settle any claim;
- undertake proceedings in **your** name or in the name of the person claiming under this policy for **our** own benefit;
- prosecute in **your** name any claim for damages or associated costs;
- settle on **your** behalf or any person claiming under this policy; and
- deduct any outstanding balance from the claim settlement if **you** are paying **your** premium by instalments.

Your Motorcycle Insurance

The following documents form the contract of insurance. Please read them carefully and keep them in a safe place:

- **Your** insurance policy booklet
- **Your statement of fact**
- **Your schedule** together with any **endorsements** applicable
- **Your certificate of motor insurance**

In return for paying **your** premium, **we** will provide the cover shown in **your schedule** under the terms and conditions of this policy booklet during the **period of insurance**. Any changes agreed during the **period of insurance** will be treated as a continuation of the contract of insurance.

All persons who seek to benefit under this policy must observe and fulfil the terms and conditions and clauses of the policy.

Renewal of your motorcycle insurance

When **you** renew, **you** enter into a new contract of insurance with **Wiser Choice Bike**, commencing on the date when **you** agree to renew the policy and pay the premium. Any changes to **your** insurance policy will be notified to **you** by **Wiser Choice Bike** at renewal.

Customers with disabilities

This policy and other associated documents are also available in large print, audio and braille. If **you** require any of these formats please contact **Wiser Choice Bike**.

Language

The contractual terms and conditions and other information relating to this contract will be in the English Language.

Regulation

All **insurers** who provide insurance for **Wiser Choice Bike** are regulated by the Financial Conduct Authority and are also authorised and regulated by the Prudential Regulation Authority. Europa Underwriting Limited, trading as Wiser Choice is authorised and regulated by the Financial Conduct Authority. **You** can confirm all registration details and find out more about the Financial Conduct Authority by visiting their website on www.fca.org.uk or by contacting them direct on 0800 111 6768.

Motorcycle policy definitions

These definitions will be in bold and will have the same meaning wherever they appear in this policy booklet:

Agreed Value
A fixed amount that **we** agree to insure **your motorcycle** for in the event of a total loss claim subject to the receipt of supporting documentation, as requested, and the relevant **endorsement** being present on **your schedule**.

Authorised repairer
A repairer approved by us or a repairer **we** have agreed that **you** can use in the event of a claim.

Certificate of motor insurance
A legal document that shows **your motorcycle** registration number, who can ride **your motorcycle**, what purpose it can be used for and whether **you** are permitted to ride other motorcycles.

Commencement date
The start date or renewal date of the policy.

Endorsement
Changes to the standard policy booklet that are contained in **your schedule**.

Excess
The amount **you** must pay for each claim following loss of or damage to **your motorcycle** and may include any voluntary excess **you** have chosen. This will be displayed on **your schedule**.

Green card
A document required by non-EU countries to provide proof that **you** have the minimum compulsory insurance cover required to ride abroad. See section VI.

Insured/you/your
The person or persons described in your **schedule** or, in the event of your death, your legal personal representatives.

Insurer/we/our/us
The insurer described in **your schedule**.

Market value
The cost of replacing **your motorcycle** with one of the same make, model and specification, taking into account its current condition, age and mileage.

Motorcycle(s)
Your motorcycle(s) with or without a sidecar or trailer attached as detailed in **your schedule** and **certificate of motor insurance**.

Period of insurance
The period from the **commencement date** to the expiry date shown in **your schedule**.

Schedule
This forms part of **your** contract of insurance that details, **you**, **your motorcycle**, premium, cover and the **insurer**.

Statement of Fact
This forms part of **your** contract of insurance and provides a shared record of the information that **you** have given and on which **we** rely to provide this insurance.

Territorial Limits
Except where **we** say otherwise **your** insurance applies in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This includes whilst **your motorcycle** is being transported within and between them.

Wiser Choice Bike
The broker who provides the insurance policy on behalf of the **insurer**.

Policy Cover

Cover	Sections Applicable
Comprehensive	Sections I to VI of the policy are applicable.
Third Party Fire and Theft	Sections I to VI are applicable except that Section I is operative only in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempted theft.
Third Party Only	Sections II to VI of the policy are applicable.

Section I: Loss of or Damage to your motorcycle

What we will cover	What we will not cover
Loss or Damage **We** will cover **you** against loss of or damage to **your motorcycle** including its accessories and spare parts while they are on **your motorcycle**. **We** may at **our** own option repair, reinstate or replace **your motorcycle** or any part of it or its accessories or spare parts or may pay in cash the amount of the loss or damage. If to **our** knowledge **your motorcycle** is the subject of a hire purchase or leasing agreement such payment shall be made to the owner described 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 **your motorcycle** or the **agreed value** amount, as declared on **your schedule,** or the cost of repair whichever is less, immediately prior to such loss or damage but not exceeding **your** estimate of value shown in **our** records. If **your motorcycle** is disabled by reason of loss or damage insured under this policy **we** will bear the cost of protection and removal to the nearest **authorised repairer**. **We** will also pay the cost of delivery to **you** after repair of such loss or damage not exceeding the cost of transport to **your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated in **your schedule**. **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** that is the subject of any type of leasing or contract hire agreement is not eligible for a new motorcycle replacement) • the agreement of any interested hire purchase company • **you** being the first registered owner of **your motorcycle** If a replacement motorcycle which is the same make, model and specification as **your motorcycle** is not available, **we** will pay **you** the price of **your motorcycle**, fitted accessories and spare parts in the manufacturer's last United Kingdom price list, less any applicable **excess.**	**Loss or Damage** a) Loss of use, indirect 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 of or damage to accessories and spare parts by theft if **your motorcycle** is not stolen at the same time d) Loss or damage as a direct result of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed e) The total **excess** for each claim following loss of or damage to **your motorcycle** as detailed in **your schedule**. f) Loss of or damage to helmets and 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 have been left in or on **your motorcycle** i) Loss of **your motorcycle** by deception j) Loss of or damage arising from **your motorcycle** being taken or ridden, without **your** permission, by a person known to **you**, unless that person is reported to the police. k) Loss or damage caused deliberately by **you** or any person riding **your motorcycle** with **your** permission l) Loss or damage from repossessing **your motorcycle** and returning it to its rightful owner m) Any loss or damage from **your motorcycle** being confiscated, disposed of or destroyed as a result of any order by government, public or local authority

Section II: Liability to Third Parties

What we will cover	What we will not cover
Your Liability **We** will insure **you** for amounts which **you** may have to pay as a result of **you** being legally liable for an accident involving **your motorcycle** or any other motorcycle **your schedule** permits **you** to ride causing: i) damage to another persons property, up to a value of £20,000,000 ii) another persons death or injury **We** will only pay all costs and expenses incurred with **our** consent. **Riding Other Motorcycles** 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 insure **you** subject to: • the cover being restricted to Third Party Only. Loss or damage to the motorcycle **you** are riding is not covered • the motorcycle being ridden by **you** is registered and kept in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man • **you** not being covered by any other insurance to ride the motorcycle • **your motorcycle** not being declared a total loss or having been stolen **Other Persons Riding Your Motorcycle** If **your certificate of motor insurance** allows other people to ride **your motorcycle we** will cover them providing that they: • are not covered under any other insurance; and • observe all terms, conditions and exceptions of the policy **We** will also cover the legal personal representatives of any person who has died if they would have been entitled to cover under this section. **Legal Costs and Expenses** Following a claim under this policy, **we** will pay legal costs and expenses relating to: • solicitor services and fees in respect of representation at any coroner's inquest or fatal accident inquiry and defending any proceedings in any Road Traffic Acts or equivalent European Union legislation • legal services up to £1,000 in respect of any one occurrence for defence in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death provided that at the time of the occurrence the rider is aged 21 years or over **We** will only cover these legal costs and expenses if they relate to a claim which is covered under this section.	**Liability** **We** shall not be liable in respect of: • any person insured under this section who fails to observe the terms, conditions and exceptions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy • damage to any motorcycle where cover in connection with the use or riding of that motorcycle is provided by this section **Riding Other Motorcycles** **We** shall not be liable in respect of: • use of a motorcycle if there is no current and valid insurance in force for the vehicle being ridden under this section • riding without the owner's permission • use to secure the release of any other motorcycle which has been seized, or confiscated by any government or public authority

Section III: No Claims Bonus

If **you** do not make a claim under this policy during a 12-month **period of insurance your** no claims bonus may be updated and will be displayed on **your statement of fact**, **your** policy **schedule** and on **your** renewal invitation. Please note that there are circumstances that can affect **your** no claims bonus with some examples listed below.

- Theft
- A collision
- Storm or weather damage
- Malicious or vandalism damage
- Uninsured third parties

Claims that will not affect **your** no claims bonus are:

- collisions where the third party admits liability and **we** make a full recovery of all costs and expenses incurred; and
- emergency treatment fees.

Protecting your no claims bonus

Depending on **your insurer**, **you** may have paid an additional premium to protect **your** no claims bonus. In the event **your** no claims bonus is protected or if **your** no claims bonus protection has been removed, **Wiser Choice Bike** will confirm this to **you** on **your statement of fact**, **your** policy **schedule**, and when **we** issue **your** renewal invitation. **Your** no claims bonus protection may be affected if **you** have had a claim on **your** policy where **your insurer** is unable to recover the full costs and expenses incurred.

No claims bonus step back scales

The following tables show the step back scale that will apply to **your** no claims bonus for both protected and unprotected no claims bonus in the event of a claim on **your** policy.

No Claims Bonus (NCB) at next renewal date with NCB Protection				
Number of years NCB	Fault Claims			
	0	1	2	3
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	1	0
4	5	4	2	0
5	6	5	3	1
6	7	6	3	1
7	8	7	3	1
8	9	8	3	1
9	9	9	3	1

No Claims Bonus (NCB) at next renewal date without NCB Protection				
Number of years NCB	Fault Claims			
	0	1	2	3
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9	9	3	1	0

Section IV: Compulsory Insurance Regulations

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, **you** must repay that amount to **us**.

Section V: Emergency Treatment

We will pay for any emergency treatment of injuries under the Road Traffic Acts, following an accident on **your motorcycle**. If **we** agree to pay this payment and if this is the only payment **we** are making, this will not affect **your** no claims bonus.

Section VI: Riding your motorcycle abroad

Minimum insurance cover

If **you** are travelling in any EU country or any country that has satisfied the requirements of the Commission of the European Community, **we** will apply the minimum insurance cover applicable to the country **you** are travelling in or through.

All countries as displayed on **your certificate of motor insurance** 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 motorcycles in any of these countries that **you** visit.

We will cover **you** for 30 days per trip up to a maximum of 90 days in any one **period of insurance**. The cover **we** will provide will match the cover on **your schedule**. There is no cover for any country that is not displayed on **your certificate of motor insurance**.

In addition to the minimum cover, **your** policy includes:

- Reimbursement of any customs duty **you** may have to pay after temporarily importing **your motorcycle** into any country displayed on **your certificate of motor insurance** subject to **your** liability arising as a direct result of a claim covered under this policy.
- Salvage charges and sue and labour charges whilst **your motorcycle** is being transported by sea between any countries displayed on **your certificate of motor insurance** provided that **your motorcycle** is covered for loss or damage under this policy.

Extending your cover in non-EU countries

We may be able to extend cover to match the cover on **your schedule** within non-EU Countries on request. A **green card** will be required for this and there may be an additional premium payable.

General Exceptions

We shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability caused, sustained or incurred while **your motorcycle** insured by this policy is being:

    - used or ridden other than for the purposes allowed on **your certificate of motor insurance**; or
    - ridden by any person other than described under the appropriate sections of **your certificate of motor insurance** except that cover will not be withdrawn 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; or
    - ridden by any person unless such person holds a licence, and is not disqualified for holding or obtaining a licence, to ride such **motorcycle;** or
    - ridden by or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA/DVANI rules and regulations and any relevant law; or
    - ridden by, in the charge of or for the purpose of being ridden by any person to whom such **motorcycle** has been hired; or
    - used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'Road Rage'; or
    - used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring; or
    - used for additional purposes in connection with **your** occupation, such as Courier use, unless **we** have agreed **we** will cover **you** as shown in **your** policy **schedule**.

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 indirect loss resulting or arising from 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:

    - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    - 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. 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.

5. Any accident, injury or damage (except under Section II) arising during or in consequence of:

    - earthquake; or
    - riot or civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

6. Any liability in respect of pollution except liability which **we** are obliged to cover by law.

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; or
    - aircraft parking aprons including the associated service roads, refuelling and ground equipment parking areas and parts of passenger terminals of international airports which come within the customs examination area.
8. Any decision or action of a court which is not within the **territorial limits** is not covered by this policy unless the proceedings are brought or a judgment is given in a foreign court because the **motorcycle** was used in that country and **we** had agreed to cover it there.

General Conditions

Misrepresentation

You must take reasonable care to provide complete and accurate answers honestly and to the best of **your** knowledge to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If **you** fail in this duty it may have adverse consequences on **your** policy including in worst case scenarios refusing all claims, cancelling the policy from the **commencement date** and retaining all premiums paid.

Changes we need to know about

Please tell **Wiser Choice Bike** if there are any changes to the information set out in the **statement of fact**, **certificate of motor insurance** or on **your schedule**. **You** must also inform **Wiser Choice Bike** of the following changes.

- A change to who is insured under this policy
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any riders named under this policy
- Criminal convictions for any of the riders named under this policy
- A change of **motorcycle**
- Any **motorcycle** modifications
- Any change affecting ownership of the **motorcycle**
- Any change in the way that the **motorcycle** is used
- A change of address including any changes to **your** e-mail address
- A change of driving licence or conditions applicable to any driving licence for any rider named on the **certificate of motor insurance**
- A change in occupation
- Details of any accidents, claims, losses or damage to any motor vehicle whether or not a claim is made and regardless of blame of anyone that will ride the **motorcycle**
- Details of any medical conditions of anyone that will ride the **motorcycle**

If **you** are in any doubt, please contact **Wiser Choice Bike** who will advise **you** of any revised terms or premium that may be applied to **your** policy.

If the information provided by **you** is not complete and accurate, **your** policy:

- may be cancelled and any claim refused
- may not pay any claim in full
- premium and **excesses** may be revised
- cover may be affected

Your duty to prevent loss or damage

You shall take all reasonable steps to prevent loss or damage to any **motorcycle** described in the **schedule** and to ensure that any such **motorcycle** is kept or used with a valid Department of Transport (MOT) certificate, if one is needed, and **you** must maintain **your motorcycle** in a roadworthy condition. **You** must also keep to all legal regulations relating to **your motorcycle** and its ownership. **We** shall have at all times free access to examine **your motorcycle** or any **motorcycle** hired to **you** under a hire purchase agreement.

Contract (Right of Third Parties) Act

A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Your right to cancel in the cooling-off period

You will, for a period of 14 days from the date **you** receive **your** policy documentation, or the **commencement date** whichever is later, have the right to cancel this policy and receive a refund (unless **you** have made a claim). This refund will be subject to a charge for the period of cover **you** have received, plus a cancellation fee, details of which can be found in the **Wiser Choice Bike** 'Terms of Business' document.

Your right to cancel after the cooling-off period

Following the expiry of **your** 14-day cooling-off period, **you** can cancel **your** policy at any time. If **you** do so, **you** will be entitled to a refund of the premium paid (unless **you** have made a claim). This refund will be subject to a charge for the period of cover **you** have received, plus a cancellation fee, details of which can be found in the **Wiser Choice Bike** 'Terms of Business' document. This amount may vary depending on **your insurer**. **We** advise **you** to contact **Wiser Choice Bike** before deciding upon cancellation and to discuss any refund that may be due to **you**.

If **you** decide to cancel **your motorcycle** insurance policy, **you** must contact **Wiser Choice Bike** via Live Chat through **your** Customer Portal.

If **you** are paying for **your motorcycle** insurance policy by monthly Direct Debit payments, it is important to remember that cancelling **your** Credit Agreement does not cancel **your motorcycle** insurance policy. For information on monthly Direct Debit payments, please refer to **your** Credit Agreement.

Cancellation by us or Wiser Choice Bike

We or **Wiser Choice Bike** may cancel this policy by sending 7 days' notice to **you** at **your** last known address (and in the case of Northern Ireland to the DVANI or to **your** last known e-mail address if **you** have chosen to receive **your Wiser Choice Bike** documents electronically via the online secure portal. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered and subject to **our** discretion if **you** have made a claim. This refund will be subject to a cancellation fee, details of which can be found in the **Wiser Choice Bike** 'Terms of Business' document.

We have listed below some examples of why **we** and **Wiser Choice Bike** will cancel **your motorcycle** insurance policy. **We** or **Wiser Choice Bike** will give 7 days' cancellation notice if:

- **your motorcycle** is deemed a total loss in the event of a claim;
- **you** do not pay the premium or instalment by the specified date;
- **your** circumstances change and **we** can no longer insure **you;**
- **you** have not taken reasonable care to provide complete and accurate answers to the questions that are asked;
- **you** have not provided the documents that have been requested in the timescales that have been given.

Fraud

In order to prevent and detect fraud **we** or **Wiser Choice Bike** may at any time check **your** information, or that of any named rider, against a range of anti-fraud or claims databases. **We** may also exchange information with other insurers through various databases. **We** may also share **your** policy information with law enforcement agencies, other organisations and public bodies.

If **you** or anyone representing **you**:

- deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- deliberately provides **us** or **Wiser Choice Bike** with inaccurate or misleading information to the questions asked when purchasing, amending or renewing this insurance;
- provides **us** or **Wiser Choice Bike** with falsified documentation;
- makes a fraudulent payment;

We and **Wiser Choice Bike** may:

- agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- reject a claim or reduce the amount paid in respect of the claim;
- enforce the cancellation of **your** policy and apply the appropriate administration charges;
- void **your** policy (meaning **your** policy never existed) and apply the appropriate administration charges.

Where fraud is identified **we** may:

- retain all premiums paid by **you**;
- recover from **you** any costs **we** have incurred; and
- pass **your** details to law enforcement and fraud prevention agencies who may access and use this information. Other insurers may also use this information.

Claims fraud

If **you** or anyone representing **you** makes a fraudulent, exaggerated or false claim, **we** may:

- reject the claim or reduce the amount of payment **we** make;
- treat the contract as having been terminated from the date of the fraudulent act, **you** will lose all benefit under this policy and **we** will retain any premium paid;
- recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Use of your personal data

Wiser Choice Bike will share **your** personal details with **your insurer**. **Wiser Choice Bike** and **your insurer** may collect and process information in association with **your** contract of insurance and/or services they provide. For details about how **Wiser Choice Bike** uses **your** personal data, please refer to the Privacy Policy which is available at www.wiserchoicebike.co.uk/privacy. Alternatively, **you** can request a printed version by contacting us via Live Chat using the following link:- www.wiserchoicebike.co.uk/contact or by writing to the Data Protection Officer, Wiser Choice Bike, Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

In addition to reading this Privacy Notice **you** should also review **our** Privacy Notice, which can be found on **your Statement of Fact**, to understand how **we** will use **your** data.

Other Insurances

If at the time any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability **we** will only pay **our** share.

Law Applicable

The law of England and Wales will apply to this contract unless:

- **you** and **we** agree otherwise; or
- **you** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case the law of that country will apply.

Making a complaint

If **you** want to make a complaint **you** can do this by:

- live chat via **your** Customer Portal;
- emailing compliance@europaunderwriting.co.uk; or
- writing to **Wiser Choice Bike**, Unit 2, West Point Row, Great Park Road, Bradley Stoke, Bristol, BS32 4QG.

Where **your** complaint relates to a claim, please contact **your insurer** directly. The contact details of **your insurer** can be found in **your schedule** or will have been given to **you** when the claim was notified.
Once a final response has been issued and **you** remain unhappy, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service within 6 months of receipt of the final response by:

- telephoning 0800 023 4567;
- logging on to the website at www.financial-ombudsman.org.uk;
- emailing complaint.info@financial-ombudsman.org.uk; or
- writing to Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

This complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

Wiser Choice Bike are members of the Financial Services Compensation Scheme (FSCS. This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or **you** can call 0800 678 1100, or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

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