

# **RETURN TO INVOICE GAP INSURANCE FOR MOTORCYCLES**

**Your Policy**  
Monthly Cover  
December 2007 Edition



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*Be Life Confident*

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**Financial protection** – AXA Group worldwide manages funds worth over €1,315 billion (as at 31st December 2006), on behalf of 52 million customers worldwide.

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**Customer focus** – At AXA Insurance we design our products around your needs. Whether it's motor, home, travel or pet insurance you're looking for, we can provide high quality cover. With our expertise, you can get on with the more important things in life, like living it.

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## Contents

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• Summary of Cover	4
• Understanding Your Policy	7
• Definitions	8
• What is Covered	10
• Other Benefits	10
• What is Not Covered	11
• Excluded Vehicles	13
• Excluded Motorcycle Uses	13
• Policy Duration/When Cover Ends	14
• Claims Conditions and How to Make a Claim	15
• General Conditions	17
• Transfer of Cover to a New Motorcycle	18
• Cancelling Your Policy	19
• Making Yourself Heard	20
• Transfer of Your Policy Form	22

*If you need to make a claim on your policy,  
in the first instance please call 024 7652 7831.*

## Summary of Cover

*Return to Invoice GAP Insurance for motorcycles. Underwritten by AXA Insurance UK plc.*

*This summary of cover does not contain full details and conditions of your insurance – these are located in your policy wording.*

Where headings are shown in **Red** in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents page detailing the main sections of the policy.

### **Type of Insurance and Cover**

Return to Invoice GAP (Guaranteed Asset Protection) Insurance for motorcycles.

This insurance provides cover for the financial shortfall between the amount you receive from your motorcycle insurance policy, or a third party's insurance policy, in the event of your motorcycle being a total loss, as defined in the policy wording, following damage, fire or theft and the amount you originally paid for your motorcycle before any claim occurred up to a maximum as shown on your policy schedule.

You are insured up to the sum insured as a total.

This policy will end on payment of a valid claim.

### **Eligibility**

You are eligible for this insurance, provided at inception and during the period of insurance your motorcycle:

- Is classified as a motorcycle by the DVLA.
- Is permanently registered in the United Kingdom.
- Is insured by a motorcycle insurance policy issued by an insurer authorised in the United Kingdom.
- Is not included under the section entitled **Excluded Vehicles**.
- Is not used for any of the uses specified in the **Excluded motorcycle Uses** section.
- Has never appeared on the total loss register.
- Has a minimum value of £1,500 at the date of commencement.
- Is under 8 years old at the date of commencement.
- Has covered less than 40,000 miles at the date of commencement.

And

- You are the registered owner and keeper of the motorcycle insured under this policy.
- You are the named as the policyholder in the motorcycle insurance policy for your motorcycle.
- You apply for cover up to 30 days after your motorcycle has been delivered to you.

**Significant Features and Benefits****What is Covered**

Subject to exclusions this insurance covers the amount by which the original purchase price (as defined in the policy wording) exceeds the higher of:

- The insurance settlement you receive from your motorcycle insurance policy following the total loss of the motorcycle, or
- The market value of your motorcycle.

**Transfer of Cover to a New Motorcycle**

If your motorcycle insurance policy provides a replacement motorcycle in the event of total loss, this policy will be transferred to your new motorcycle for the remainder of the period of insurance.

If your motorcycle is sold by you within two calendar years of the date of commencement, we may at our option agree to transfer the cover under this policy to a different motorcycle of a similar value, make and model for the remainder of the period of insurance.

Any claim after the transfer to a replacement motorcycle will be based upon the original purchase price of the replacement motorcycle or its market value at the time of transfer.

This is subject to our agreement and conditions detailed in the **General Conditions** section.

**Significant or Unusual Exclusions or Limitations****What is Not Covered and General Conditions**

- Your motorcycle must be serviced in accordance with the manufacturer's requirements during the period of insurance. You must keep all service invoices as these will be needed when making a claim.

- Any claim that occurs when you are not the registered owner and keeper of the motorcycle.
- Any claim that occurs when you are not the insured person and named as the policyholder on your motorcycle insurance policy.
- Any claim where your motorcycle insurance policy offers to provide a replacement motorcycle as settlement of your claim, whether you accept it or not.
- Any claim where the motorcycle insurance policy provider has offered to repair the motorcycle but you have requested the claim to be dealt with on a total loss basis.
- Any claim by accident where the driver of the motorcycle is under the influence of alcohol, drugs, not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Any loss which may be claimed from any more specific insurance or guarantee.
- Your motorcycle is not included under the section entitled **Excluded Vehicles**.
- Claims arising as a result of using the motorcycle for any of the **Excluded Motorcycle Uses**.
- Wear and tear.
- Any claim where you accept an offer of insurance settlement of less than the market value of your motorcycle, we will settle your claim using the market value.
- Any additional costs shown on the motorcycle invoice for anything

other than the purchase of your motorcycle. This includes but is not limited to, motor insurance, warranty, payment protection and recovery, Road Fund licence and accessories fitted other than by the manufacturer, or any outstanding finance carried over from a previous credit agreement including cash back.

- The policy will end on payment of a valid claim.

Subject to our agreement and **General Conditions**, this policy is only transferable if:

- A replacement motorcycle has been provided by your motorcycle insurance policy provider in the event of a total loss.

Or

- The motorcycle is sold by you within two calendar years of the date of commencement.

Transfers will not be accepted in the event of the sale of the motorcycle after two calendar years after the date of commencement.

### **Duration**

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This is a monthly renewable policy so cover will apply for a period of one month from the date of commencement. It shall be renewed automatically every month for which the premium is received and accepted by us, until cover ends as described in your policy document under the **Policy Duration /When Cover Ends** section.

### **Canceling Your Policy**

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You have the right to cancel this policy at any time during the period of insurance.

If you cancel within the first 14 days, we will make a full refund of premium provided you have not made or intend to make a claim.

If you have made a claim during the first 14 days, no refund of premium will be given.

If you cancel your policy at any other time, you will need to provide 14 days notice.

Because you pay separately for each month of cover, when you cancel your policy we will continue to provide cover for any remaining period for which you have paid, but we will not provide a refund. Please refer to the **Canceling Your Policy** section for full cancellation terms and conditions.

### **Claim Notification**

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To make a claim, please telephone the claims office on telephone number 024 7652 7831.

### **Making Yourself Heard**

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Any complaint you may have should in the first instance be addressed to Lumley Auto customer services or the claims office, as applicable.

If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Head of Customer Care at AXA Insurance UK plc.

If the complaint is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found in the **Making Yourself Heard** section of the policy wording.

### **Financial Services Compensation Scheme (FSCS)**

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AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## Understanding Your Policy

*This **policy** is underwritten by AXA Insurance UK plc, Registered in England No: 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.*

This **policy** is administered by A1 Warranty Services Limited (A1 Warranty Services) on behalf of AXA Insurance UK plc. A1 Warranty Services Ltd is an appointed representative of Lumley Auto Ltd. Lumley Auto Limited is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Please refer to **your policy** schedule for confirmation of the cover **you** have been supplied with or have purchased.

Please read this **policy** carefully and make sure **you** understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the **policy** becoming void. Please ensure **you** keep this **policy** in a safe place so **you** can read it again if **you** need to.

**Your** attention is drawn to the complaints procedure in the section entitled Making Yourself Heard.

### The Policy

The information **you** have supplied forms part of the contract of insurance with **us**. The **policy** schedule and this **policy** are evidence of that contract.

The **policy** contains details of the insurance cover **you** have been supplied with or have purchased, what is excluded from cover and the conditions of this insurance. The **policy** should be read in conjunction with the **policy** schedule.

### The Policy Schedule

This must be kept with the **policy** and contains **your** details, details of the **motorcycle**, details of the cover provided to **you** under this **policy** and the **period of insurance**. Please check that the information contained in the schedule is correct and that it meets **your** requirements. If it does not, please immediately contact the **administrator** or the **agent** who arranged this insurance for **you**.

### The Law Applicable to This Policy

**You** and **we** are free to choose the laws applicable to the **policy**. As **we** are based in England, **we** propose to apply the laws of England and Wales and by receiving or purchasing this **policy you** have agreed to this.

### Legal Rights

This insurance is in addition to **your** legal rights and is not to be substituted for the supplier's liability if the **motorcycle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.

## Definitions

*Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **policy** and will appear in **bold**.*

1. **Administrator** means A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Customer services telephone number: 024 7652 7812.
2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
3. **Claims office** means A1 Warranty Services Limited, whose address is 3rd Floor, 4 Copthall House, Station Square, Coventry CV1 2FL. Claims telephone number: 024 7652 7831.
4. **Date of commencement** means the initial/original start date of this cover, stated on **your policy** schedule.
5. **Date of loss** means the date of the incident to the **motorcycle**, in respect of which a **total loss** is subsequently paid under **your motorcycle insurance policy**.
6. **Duration** means the length of time that this **policy** operates as stated on the **policy** schedule as determined by the **expiry date**.
7. **Expiry date** means the earliest of the following dates:
  - a) The date on which **you** fail to pay **your monthly premium** when it becomes due.
  - b) The date **we** cancel **your policy** on receipt of **your** authority.
  - c) The date **we** cancel **your policy** following at least 21 days written notice from **us**.
  - d) The date on which **your** circumstances change if any such change renders the cover invalid.
  - e) The **expiry date** as stated on **your policy** schedule.
8. **Insured value** means the amount **you** received under **your motorcycle insurance policy** in respect of the **motorcycle** as a result of a **total loss** or the **market value** of the **motorcycle** whichever is the greater.
9. **Market value** is based on the mid point between the retail and trade valuations in the Glass's Guide for a motorcycle of the same age, make, model trim level, recorded mileage and overall condition. **We** reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of **your motorcycle** is such that this would affect the value. There will be no value allowance for non standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

10. **Monthly premium** means the premium shown on **your policy** schedule that **you** pay monthly by Direct Debit.
11. **Motorcycle** means only the motorcycle as stated on the **policy** schedule. Please refer to the **Excluded Vehicles** section for details of vehicles excluded from cover.
12. **Motorcycle insurance policy** means a **policy** of motorcycle insurance which is maintained in **your** name throughout the **period of insurance**, is issued by an insurer authorised in the United Kingdom and covers **your motorcycle** in respect of accidental damage, fire and theft (comprehensive policy) or covers **your motorcycle** for third party, fire and theft (in which case **we** will only make a payment if **you** receive a total loss settlement from either **your** insurers or the third party's insurer).
13. **Original purchase price** means the purchase price **you** paid for the **motorcycle** from a VAT registered motor trader (including manufacturer fitted accessories that were fitted at the time of manufacture) but excluding any amount financed above the **market value** of the **motorcycle**.
14. **Period of insurance** means the maximum length of time that this **policy** operates as stated on the **policy** schedule as determined by the **expiry date**.
15. **Policy** means **your policy** booklet and most recent **policy** schedule which includes any endorsements.
16. **Sum insured** means the maximum amount that can be claimed on the **policy** during the **period of insurance**. Please refer to **your policy** schedule for further details.
17. **Total Loss** means when a claim has been made under **your motorcycle insurance policy** or a third party's insurance policy and the claim has been settled, with the **motorcycle** salvage forfeited and a total loss payment made **to you** in full and final settlement.
18. **We/us/our** means AXA Insurance UK plc. Registered in England No. 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.
19. **Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **motorcycle**.
20. **You/your** means the policyholder named on the **policy** schedule.

## What is Covered

This insurance is designed to pay for the financial shortfall between the amount **you** receive from **your motorcycle insurance policy** in the event of **your motorcycle** being a **total loss** following damage, fire or theft and the **original purchase price**.

Subject to the conditions and exclusions set out in this **policy**, **you** are covered up to the **sum insured** as shown on **your policy** schedule.

## Other Benefits

*This insurance also includes the following benefits, subject to the conditions and exclusions of this **policy**.*

### Overseas Use

This **policy** covers overseas use for a maximum of 60 days continual use during the **period of insurance**, subject to the terms, conditions and exclusions of this **policy**.

This is subject to **our** agreement and General Conditions.

Under no circumstances can this **policy** be transferred to any other person.

### Policy Limits

#### **Sum Insured**

Please refer to **your policy** schedule for the **sum insured** applicable to this **policy**.

This **policy** will end on payment of a valid claim.

### Transfer of Cover to a New Motorcycle

If **your motorcycle insurance policy** provides a replacement **motorcycle** in the event of **total loss**, this **policy** will be transferred to **your** replacement **motorcycle** for the remainder of the **period of insurance**. This is subject to **our** agreement and General Conditions.

If **your motorcycle** is sold by **you** within two calendar years of the inception date of the **policy**, **we** may at **our** option agree to transfer the cover under this **policy** to a different motorcycle of the same value, make and model for the remainder of the **period of insurance**. Please refer to the Transfer of Your Policy Form.

## What is Not Covered

The following are excluded from cover provided under this **policy**:

1. Any **total loss** where the fault or incidence leading to **total loss** occurred before the inception of this **policy**.
2. Any incidence of malicious damage or theft, which is not accompanied by a valid and substantiated crime reference number.
3. Any **total loss** where the **motorcycle** is stolen by any person having access to the keys of the **motorcycle** unless the keys are obtained using forcible and violent means.
4. Any **total loss** by accident where the rider of the **motorcycle** is under the influence of alcohol, drugs, not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving /riding has been given.
5. Any **total loss** which is not subject to a claim payment under the damage, fire or theft sections of **your motorcycle insurance policy** or a third party's insurance policy where they have accepted liability.
6. Any additional costs shown on the **motorcycle** invoice for anything other than the purchase of **your motorcycle**. This includes, but is not limited to, motor insurance, warranty, payment protection, recovery, Road Fund licence, accessories fitted other than by the manufacturer.
7. Any amount deducted by **your motorcycle insurance policy** provider in respect of but not limited to salvage, excess, **wear and tear** or pre-existing damage to the **motorcycle**.
8. Any claim arising from a **total loss** where **you** have accepted a replacement motorcycle under terms offered by **your motorcycle insurance policy**.
9. Any costs incurred in excess of or outside of the liability under this insurance. It is **your** responsibility to meet any costs in excess of, or rejected as not being **our** liability.
10. Any costs resulting from using **your motorcycle** for any use in the Excluded Motorcycle Uses section.
11. Any form of consequential loss or any depreciation or diminution in the value of the **motorcycle** other than as specified in the What is Covered section.
12. Any liability where the **motorcycle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.
13. Any liability in respect of **your motorcycle** after the **policy** has been transferred to a replacement motorcycle.
14. VAT where **you** are VAT registered.
15. Any **total loss** of any nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, or unlawful on **your** part.

16. Any **total loss** incurred whilst **your motorcycle** is outside the United Kingdom for more than 60 days consecutively.
17. Any **total loss** due to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by computer viruses.
18. Any **total loss** due to the failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
19. Any **total loss** where the repair, replacement, loss, damage or liability is claimable on a more specific warranty or guarantee.
20. **Wear and tear.**

### **Policy Transfer**

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**We** will not transfer cover to a replacement motorcycle unless:

- A replacement motorcycle has been provided by **your motorcycle insurance policy** provider in the event of a **total loss**.
- The **motorcycle** is sold by **you** within two calendar years of the inception of this **policy**.

If there has been a claim or an incident likely to give rise to a claim then the cover will not be transferred.

Under no circumstances can this **policy** be transferred to any other person.

## Excluded Vehicles

The following vehicles and uses are excluded from cover provided under this **policy**.

### Vehicles:

- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motorcycles.
- Which are not classified as motorcycles by the DVLA.
- Specifically designed for primary sale in Northern, Southern and Central America.
- Powered by rotary engine.
- Powered by fuel cell or liquid petroleum gas (LPG).
- With a **market value** of less than £1,500 at inception of this **policy**.
- Over 8 years old or have travelled more than 40,000 miles at the date of inception.

## Excluded Motorcycle Uses

Any **motorcycle** used for competition, trial (other than treasure hunts), track days, rally, racing, pace making or off road use. Any **motorcycle** used for hire or reward, transportation of goods, motorcycle training school, delivery courier and emergency services.

## Policy Duration/When Cover Ends

This is a monthly renewable **policy** so cover will apply for a period of one month from the **date of commencement**. It shall be renewed automatically every month for which the premium is received and accepted by **us** and will continue until:

- cancelled in writing by either party
- the **expiry date** shown on **your policy** schedule
- **you** fail to pay **your monthly premium**.

**We** reserve the right to revise the premium payable by providing a minimum of 21 days prior written notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised premium **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

## Claims Conditions and How to Make a Claim

**You** must comply with the following instructions to have the full protection of **your policy**. If **you** do not comply with them **we** may, at **our** option:

- Cancel the **policy**.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

### Offer of Settlement

If **you** accept an offer of settlement in respect of a **total loss** from **your motorcycle insurance policy**, or a third party's insurer, of less than **market value** of **your motorcycle** **we** will settle **your** claim using the **market value**.

### Protect the Damaged Motorcycle

**You** must take all reasonable steps to safeguard the **motorcycle** in the event of damage occurring to **your motorcycle**.

### Malicious Damage and Theft

In the case of malicious damage or theft, **you** must report the incident to the police and advise the **claims office** of **your** valid crime reference number.

### Fraud

**You** must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim, knowing the statement to be false in any respect or

- submit a document in support of a claim, knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **your** wilful act, or with **your** connivance

Then **we**:

- shall not pay the claim
- shall not pay any other claim which has been made or will be made under the **policy**
- may at **our** option declare the **policy** void
- shall be entitled to recover from **you** the amount of any claim already paid under the **policy**
- shall not make any return of premium
- may inform the police of the circumstances.

### Subrogation

**We** may at **our** option take any steps in **your** name against any person including, but not limited to **your motorcycle insurance policy** provider to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance necessary. **We** may also at **our** option take over negotiations with **your motorcycle insurance policy** provider in respect of **your total loss** claim.

### Making a Claim

If a **total loss** occurs please help the **claims office** by reporting **your** claim according to the following procedure. All claims must be made as soon as reasonable and in any case, no more

than 30 working days after it becomes apparent that **your motorcycle** will be declared a **total loss** by **your motorcycle insurance policy** provider.

#### **Contact the Claims Office**

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**You** are required to contact the **claims office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is 024 7652 7831. Calls may be recorded or monitored for training purposes.

#### **Claims Authorisation**

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For claims authorisation, **you** must confirm:

- **Your policy** number and **motorcycle** details.
- The exact mileage of **your motorcycle** at the time of **total loss**.
- The cause of **total loss**.

A claim form will be sent to **you** for completion and return.

#### **Payment**

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No benefit shall become payable under this **policy** until **we** have received proof to **our** satisfaction of:

- Payment of the claim for **total loss** under the **motorcycle insurance policy** stating the insurance settlement figure.
- The **market value** as at the **date of loss**.
- Cause of **total loss**.
- Valid crime reference number in the case of malicious damage or theft.

- The original invoice detailing the **original purchase price**.
- Service history of **your motorcycle** since commencement of cover – if requested by the **claims office**.
- Any other evidence which may be reasonably required by **us**.

The **administrator** will not be held responsible for any costs incurred due to a delay in acquiring or submitting details.

If any part of **your** claim is declined **you** may request the reason in writing. Please contact the **claims office**.

#### **Use of an Engineer**

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At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to:

- Instruct an engineer to inspect **your motorcycle** before authorising any claim.

When this right is exercised **we** shall have no liability for any loss incurred by **you** arising from any possible delay. Any decision on liability will be withheld until the engineer's report is received.

#### **Salvage**

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**We** accept no liability for the disposal of **your motorcycle** or any parts of it in any event.

#### **Overseas Use**

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In the event of **total loss** outside of the United Kingdom, all terms, conditions and exclusions of this **policy** apply.

## General Conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them **we** may, at **our** option:

- Cancel the **policy**.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

### 1. Servicing Requirements

**Your motorcycle** must be serviced at a repairer in accordance with the manufacturer's recommendations detailed in the **motorcycle's** servicing handbook within a tolerance of 30 days or 500 miles whichever occurs first, of the stipulated service interval. It is **your** responsibility to establish **your motorcycle** manufacturer's servicing schedules and to comply with them by both time and mileage whichever is the sooner.

### 2. Motorcycle Checks

Between services **you** must ensure that the regular **motorcycle** checks are carried out, as recommended by the manufacturer and stated in the servicing handbook, for example: fluid level checks.

### 3. Changes in Your Circumstances

**You** must notify **us** immediately of any change which may affect this insurance and in particular any of the following: change of address, change of registration number, or change of use of the **motorcycle**. **We** will then advise **you** of any change in terms.

### 4. Motorcycle Registration

**Your motorcycle** must be permanently registered in the United Kingdom during the **period of insurance** and insured by a **motorcycle insurance policy** issued by an insurer authorised in the United Kingdom during the **period of insurance**.

## Transferring Cover to a New Motorcycle

### Replacement Motorcycle Following a Total Loss

In order for cover to be transferred to a replacement motorcycle the following conditions apply:

- **Your motorcycle** is subject to a **total loss** and **your motorcycle insurance policy** provider has provided a replacement **motorcycle** to **you** in settlement of **your** claim.
- The replacement **motorcycle** must be of the same make, model and of a similar value and specification to the original **motorcycle**. Please refer to the Transfer of Your Policy Form.
- **You** must provide evidence of **total loss**, the offer of motorcycle replacement under the **motorcycle insurance policy** and full details of the replacement motorcycle.
- If there has been a claim or any incident likely to give rise to a claim then the cover will not be transferred.

No administration charge will be made in the event of a transfer to a replacement motorcycle following a **total loss** to **your motorcycle**.

### Replacement Following Sale of Your Motorcycle Within Two Calendar Years of the Inception Date

- The replacement motorcycle must be of the same make, model and of a similar value and specification to the original **motorcycle**. Please refer to the Transfer of Your Policy Form.
- **You** must provide full details of the replacement **motorcycle**.
- If there has been a claim or any incident likely to give rise to a claim then the cover will not be transferred.

An administration charge will be made on transfer to the replacement **motorcycle** following sale. Please refer to the Transfer of Your Policy Form.

Transfers will not be accepted in the event of sale of the **motorcycle** after two calendar years of the **policy** inception date.

Please note:

No liability will be accepted for **your motorcycle** after this **policy** has been transferred to a replacement motorcycle. Any claim will be based upon the **original purchase price** or **market value** of **your** replacement motorcycle on the date of transfer and the amount **you** receive from **your motorcycle insurance policy** in the event of **your** replacement motorcycle being subject to a **total loss** during the remainder of the **period of insurance**.

## Cancelling Your Policy

### Statutory Cancellation Rights

If **you** cancel within 14 days of receipt of the **policy** documents, **we** will make a full refund of premium, unless **you** have made a claim.

There is no refund of premium in the event a claim has been made or is pending. **You** must tell **us** by writing to:

Administration Office  
A1 Warranty Services Ltd  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

### Cancellation Outside The Statutory Period

**You** may cancel this **policy** at any time by providing 14 days written notice to:

Administration Office  
A1 Warranty Services Ltd  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

If **you** cancel this **policy** after the first 14 days of receipt of the **policy** documentation no premium refund will be given. Because **you** pay separately for each month of cover, when **you** cancel **your policy**, **we** will continue to provide cover for any remaining period for which **you** have paid but **we** will not provide a refund.

### Cancellation By Us

**We** reserve the right to cancel the **policy** by providing 21 days prior written notice by registered post to **your** last known address.

As **you** pay separately for each month of cover, when **we** cancel **your policy** **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period but **we** will not provide a refund.

If **you** have made a claim during the current **period of insurance** or there is any incident likely to give rise to a claim, there will be no premium refund.

### Non-payment of Premiums

**We** reserve the right to cancel this **policy** immediately on written notice in the event **your monthly premium** has remained unpaid by **you** for a period of 7 days after it is due.

### Varying Premiums

**We** reserve the right to revise the **monthly premium** payable by providing a minimum of 21 days prior written notice by registered post to **your** last known address. As **you** pay separately for each month of cover, if **you** choose not to accept the revised **monthly premium** **you** may cancel **your policy** and **we** will continue to provide cover for any remaining period for which **you** have already paid after the expiry of **our** notice period.

## Making Yourself Heard

*If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.*

### Who to Contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person, and;
- That **you** are giving them the right information.

When **you** contact **us**:

- Please give **us your** name and a contact telephone number.
- Please quote **your policy** and/or claim number and the type of **policy you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

So **we** begin by establishing **your** first point of contact.

### Step One – Initiating Your Complaint

Does **your** complaint relate to:

A: **Your policy?**

B: A claim on **your policy?**

If A, please contact:

Customer Services  
A1 Warranty Services Limited  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

Tel: 024 7652 7812

E mail: info@A1warrantyservices.co.uk

If B, please contact:

Claims Office  
A1 Warranty Services Limited  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

Tel: 024 7652 7831

E mail: claims@A1warrantyservices.co.uk

In either case, if **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter.

- Head **your** letter 'COMPLAINT'.
- Give **your** full name, post code and contact telephone number(s).
- Quote the type of **policy** and **your policy** and/or claim number.

- Explain clearly and concisely the reason(s) for **your** complaint.

The letter should be sent to the person dealing with **your** complaint along with any other material required.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

### **Step Two – Contacting AXA Head Office**

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If **your** complaint is one of the few that cannot be resolved by this stage, please contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care  
AXA Insurance  
Civic Drive  
Ipswich  
IP1 2AN

Tel: 01473 205926  
Fax: 01473 205101

Email:  
customercare@axa-insurance.co.uk

### **Step Three – Beyond AXA**

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If **we** have given **you our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800  
Fax: 020 7964 1001

Referral to the FOS will not affect **your** right to take legal action against **us**.

### **Our Promise to You**

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- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use information from complaints to continuously improve **our** service.

To help **us** improve **our** service **we** may record or monitor phone calls.

### **Data Protection Act**

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Details of **you** and **your** insurance cover will be held by **us** and the **administrator** in their records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998. **We** may send it in confidence for processing to other companies in the AXA Group (or companies acting on **our** instructions) including those located outside the European Economic Area. By taking out this **policy you** consent to such use of **your** personal data.

## Transfer of Your Policy Form

### **Return to Invoice Guaranteed Asset protection**

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Should you replace your motorcycle within the first 24 months from the commencement date of the Guaranteed Asset Protection insurance policy, the unexpired portion of the insurance can be transferred to the replacement motorcycle subject to the terms and conditions of the policy.

If you have chosen an alternative motorcycle, this will incur an administration charge to A1 Warranty Services Limited of £35 and in addition AXA Insurance may charge an additional premium or allow a refund, depending on the type of motorcycle you choose.

In the event your motorcycle insurance policy provider replaces your motorcycle under the terms and conditions of their policy for a motorcycle that is like for like, there will be no transfer fee.

### **All You Need To Do**

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Fill in the details as set out on page 23 and return this Transfer of Your Policy Form within 14 days of replacing the motorcycle together with the transfer fee of £35 including VAT (if applicable) to:

A1 Warranty Services  
3rd Floor  
4 Copthall House  
Station Square  
Coventry  
CV1 2FL

You will be sent a replacement policy schedule detailing your new motorcycle which should be read and kept with the policy booklet. Please contact the administrator's Customer Services Department should you require any information on 024 7652 7812.

Policy Number:	Motorcycle registration Number:
Name:	
Address:	
Address:	
Date of registration of the replacement motorcycle:	Replacement motorcycle registration number:
Purchase price of replacement motorcycle: £	Mileage of replacement motorcycle:
Is this transfer request:	
For a motorcycle replaced by your motorcycle insurance policy following a total loss claim? or For a motorcycle you have sold and replaced with a new motorcycle within 2 calendar years?	YES/NO  YES/NO

Please provide documentary confirmation from your motorcycle insurance policy provider confirming the motorcycle has been replaced under their cover.

Documentary confirmation can be in the form of a letter or faxed header from the relevant party replacing the motorcycle confirming the original registration and the new motorcycle details. A copy of the sales invoice for the replacement motorcycle needs to be forwarded with this Transfer of Your Policy Form.

If the motorcycle has been financed AXA Insurance will not be liable for any increase in finance owing due to an upgrade in motorcycle.

Your signature

Date

AXA is a world leader in wealth management and financial protection, managing funds worth more than €1,315 billion (as at 31st December 2006). We operate in around 50 countries and serve 52 million customers worldwide. We cater to a wide range of needs, providing advice and guidance to our individual and corporate customers on a variety of financial products and services. These include investments, life assurance, retirement planning, long term care, asset management, medical insurance, dental and hospital care services as well as motor and home insurance.

**With our expertise and commitment to customer service and consistent quality care, you can rely on AXA for lasting security.**

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OF INSURANCE PRODUCTS**

[www.axa.co.uk](http://www.axa.co.uk)



**AXA Insurance UK plc**

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A member of the AXA Group of Companies. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

In order to maintain a quality service, telephone calls may be monitored or recorded.

*Be Life Confident*