



Legal Expenses

Welcome to Europa Bike Legal Expenses Cover

Thank you for purchasing this policy. This booklet contains information about your Europa Bike Legal Expenses Cover, how to claim and how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

A handwritten signature in black ink that reads "RWaring". The letters are cursive and fluid.

Richard Waring
Managing Director Europa Bike

Contents

Legal Expenses Cover	4
How to make a claim	4
Section 1 - Uninsured Loss Recovery	4
Section 2 - Replacement Vehicle and Motorcycle Repair	8
Section 3 – Motor Prosecution Defence	9
Section 4 – Motor Legal Helpline	10
Section 5 – Helpline Services	10
General terms and conditions applicable to all sections of this policy	11
Data protection	12
Cancelling your policy	13
Customer service & complaints	14
Definitions	14

Legal Expenses Cover

The Legal Expenses policy provides five independent sections of cover:

- Section 1** - Uninsured Loss Recovery.
- Section 2** - Replacement Vehicle and Motorcycle Repair.
- Section 3** - Motor Prosecution Defence.
- Section 4** - Motor Legal Helpline.
- Section 5** - Helpline services.

The high-level summary of cover is shown below with the full policy wording also within this document.

How to make a claim

To make a **claim** on **your** Europa Bike Legal Expenses policy, under sections 1, 2 and 3 of this legal expenses policy please call 0344 335 2934 24 hours a day 365 days a year.

To use the helplines on **your** Europa Bike Legal Expenses policy under section 4 and 5 of this legal expenses policy please call 0330 880 5410, 24 hours a day 365 days a year.

Your Europa Bike Legal Expenses policy

This policy booklet combined with **your** confirmation of cover letter confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to **your** insurance intermediary **we** treat it as having been received by **us**.

Telephone **us** on 0344 335 2931 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your** confirmation of cover letter, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motorcycle insurance policy with Europa Bike. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this **policy** meets **your** requirements. If it does not, please contact AA Motorcycle Insurance Services who arranged this insurance for **you**.

Your insurer

This policy has been administered by 4th Dimension Innovation Limited which is authorised and regulated by the Financial Conduct Authority. Financial Services Register Number 516498. Registered address: 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ. This policy is underwritten by Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle Manchester, SK8 3GW. Financial and Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202915.

Section 1 - Uninsured Loss Recovery

If you have had an accident where a third party is at fault, we can instruct our nominated solicitor to act on your behalf and attempt to claim compensation for your uninsured losses including any personal injury. This section provides cover for your legal expenses incurred in pursuing your claim.

What are uninsured losses?

These are losses which **you**, or a passenger riding with **you** on the **insured motorcycle** incurs as a result of an accident where an identified **third party** is at fault, that are not covered under any insurance **policy**. Examples of these losses include **your policy** excess, loss of earnings, compensation for any injuries and any vehicle hire charges. Examples of other losses include **your insured motorcycle** repair costs, medical fees, compensation for the loss of use of **your insured motorcycle**, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

What is covered

What we will cover	What we will not cover
<p>We will pay our nominated solicitor, on behalf of you, the legal costs and expenses incurred to recover uninsured losses after an insured event which causes;</p> <ul style="list-style-type: none"> • damage to the insured motorcycle or to any property belonging to you on the insured motorcycle; and/or • death or bodily injury to you or a passenger with you whilst travelling on the insured motorcycle. <p>Provided that:</p> <ul style="list-style-type: none"> • you have paid the premium. • unless there is a conflict of interest, you always agree to use the nominated solicitor chosen by us in any claim <ol style="list-style-type: none"> a) to be heard by the small claims court; and/or b) before legal proceedings need to be issued. • the insured event takes place within the territorial limits and within the period of insurance. • the most we will pay for all claims resulting from one or more insured event arising at the same time or from the same originating cause is £25,000. • the most we will pay in legal costs and expenses is no more than the amount we would have paid to our nominated solicitor. The amount we will pay a law firm (where acting as a nominated solicitor) is currently £100 per hour. This amount may vary from time to time. • in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal. Before we pay the legal costs and expenses for appeals, we must agree that prospects of success exist where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award. 	<p>In the event of a claim, if you decide not to use the services of our nominated solicitor, you will be responsible for any costs that fall outside of the non-panel solicitor agreement and these will not be paid by us.</p> <p>Any third party costs, own solicitor's costs and own disbursements incurred prior to our confirmation of cover being granted to you under this policy.</p> <p>Any appeal against any order made in the legal action.</p> <p>Own solicitor's costs to the extent that the hourly rate of a solicitor chosen by you exceeds the rates set out in our non-panel solicitor agreement.</p> <p>Any claim where the third party cannot be traced or does not hold valid motor insurance at the time of the accident.</p> <p>Any claim not reported to us within 120 days of the occurrence of the insured event.</p> <p>Any claim or counter claims made against you by the third party.</p> <p>Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which we have not agreed.</p>

Conditions applicable to section 1

Conduct of the legal action

We can attempt to settle **your claim** arising from the **insured event** prior to the appointment of a **nominated solicitor** or the start of **legal action**.

We can take over conduct of the **legal action** at any time in **your** name.

We can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this **policy**.

We may at **our** discretion discharge all liabilities to **you** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **limit of cover**.

Where legal proceedings are to be commenced in respect of an **insured event** occurring within the **territorial limits** and outside of the United Kingdom, the **nominated solicitor** shall initiate legal proceedings within the **courts** of the United Kingdom only.

Your obligations

You must report all **claims** to **us** without delay and not later than 120 days after the **insured event**.

You must co-operate with **us** at all times and forward any communications received in connection with an **insured event** to **us** without delay and supply **us** with any information **we** require.

You must co-operate with the **nominated solicitor** including giving such instructions as **we** require and keep the **nominated solicitor** and **us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **legal action**.

You must advise **us** immediately of any offers of payments to settle the **legal action**.

You must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.

You must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured liability**.

You must adhere to the terms and conditions of this **policy** at all times. If **you** make any **claim** under this **policy** which is fraudulent or false or where there is collusion between **you** and the **third party** or any witness this **policy** shall be cancelled from the beginning and all rights and cover that **you** have under this **policy** shall be forfeited.

You must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this **policy** shall be cancelled from the beginning and all rights and cover that **you** have under this policy shall be forfeited.

Representation

We have the right to make investigations into the **claim**.

Where appropriate **we** will pass the **claim** to a **nominated solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured event** on **your** behalf.

Where **court** proceedings are necessary or where it is otherwise required, the legal representative will be a **nominated solicitor** chosen by **us**. If **you** wish to appoint **your** own **solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our non-panel solicitor agreement** and they will be under a duty to minimise the costs of any **legal action**.

Once **your** chosen **solicitor** has signed **our non-panel solicitor agreement**, they will become the **nominated solicitor** subject to the terms and conditions of this **policy** and **our non-panel solicitor agreement**.

You must not change the **nominated solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Terms applicable to own solicitor's costs and own disbursements

We shall only be liable to pay own solicitor's costs and **own disbursements** after the conclusion of the **legal action**.

We shall only be liable to pay **own solicitor's costs** and **own disbursements** to the extent that **you** do not recover **own solicitor's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **order** as to **own solicitor's costs** and **own disbursements**.

Any **insured liability** for **own solicitor's costs** and **own disbursements** is subject to the following conditions:

- it is necessary to incur **own solicitor's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
- where **own solicitor's costs** and **own disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **your solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own solicitor's costs** and **own disbursements** if **we** pay them and they are subsequently recovered by **you** from the **third party**;
- **we** shall not be liable to indemnify **you** for VAT on any **insured liability** if and to the extent that the VAT can be recovered;
- **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **legal action** on terms which preclude **your** recovery of **own solicitor's costs** and **own disbursements**; and
- in the event of **you** appointing **your own solicitor** **we** will only be liable to pay **own solicitor's costs** at the rate set out in **our non-panel solicitor agreement**. If the chosen **solicitor** charges an hourly rate in excess of the rate set out in **our non-panel solicitor agreement** **you** will be solely responsible for the shortfall.

Dual insurance

If **you** have another policy of legal expenses insurance that provides cover for **your claim** and **legal action**, **we** will only cover **our** proportionate share of the **claim** and **legal action** assuming that the other policy of legal expenses insurance had paid out in full.

Disputes

If **we** do not initially think there is a **prospect of success**, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the **prospects of success**.

Any dispute between **you** and **us** in relation to **your claim** and/or **legal action**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

Data protection

Financial and Legal Insurance Limited Privacy

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How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any **claim**.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.

We may receive information about **you** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **you**.

We will not pass **your** information to any third parties except to enable **us** to process your **claim**, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or **claims** settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

Cancelling your policy

If **you** decide to cancel **your** Europa Bike Legal Expense policy, **you** can do so by:

- Telephone on 0344 335 2931;
- Writing to Europa Bike at: Europa House, Midland Way, Thornbury BS35 2JX.

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a **claim** and do not intend to make a **claim** on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside **your motorcycle insurance policy**, if **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-compliance with policy terms and conditions
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Europa Bike by:

- Telephone on 0344 335 2931;
- Writing to Europa Bike at: Europa House, Midland Way, Thornbury BS35 2JX.

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a **claim you** should, in the first instance, contact:

- Email at customerservice@4th-d.co.uk;
- Telephone on 0330 880 5415];
- Writing to the **administrator** at: 4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: **The Financial Ombudsman Service**, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- Web: www.financial-ombudsman.org.uk.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

Financial and Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial and Legal Insurance Company Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below. Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Legal Expenses **policy**:

Administrator

4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

Alternative hire vehicle

A vehicle provided to the **insured** under a credit hire agreement.

Claim

A civil claim for damages for any **uninsured loss** arising out of an **insured event**.

Conditional fee agreement / damages based agreement

An agreement between **you** and the **solicitor** which sets out the terms under which the **solicitor** will charge **you** for their own fees.

Court

A court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **legal action** is proceeding.

Insured

The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured event

A road traffic accident arising from the negligence of a **third party**.

Insured liability

Your legal obligation to pay **third party costs**, **own nominated solicitor's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of cover**.

Insured motorcycle

The motorcycle, trike or quad specified in the underlying **policy** of motor insurance taken out by the **insured**, including any sidecar or trailer properly constructed to be towed by the motorcycle, trike or quad and attached to it by normal means.

Legal action

All work reasonably undertaken by the **nominated solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Legal costs and expenses

Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of cover

The maximum sum that the **underwriter** will pay in total in respect of **your insured liability** in relation to the **legal action**, subject always to the maximum amount of £25,000.

Motorcycle insurance policy - The Europa Bike motorcycle insurance **policy** issued to **you** for the **insured motorcycle**.

Nominated solicitor - The appropriately qualified lawyer or legal representative **we** chose and appointed by **us** to act on behalf of **you**.

Nominated solicitor's costs - The reasonable and proportionate but irrecoverable costs incurred by the **nominated solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Non-panel solicitor agreement - The terms and conditions (including the amount **we** will pay to a **nominated solicitor**) that apply to the **claim**, which could include a **conditional fee agreement** (no-win, no-fee). Where a law firm is acting as a **nominated solicitor** the amount is currently £100 per hour. This amount may vary from time to time.

Order - An order made by the **court** in connection with the **legal action**.

Own disbursements - **Your** liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, **court** fees, witness expenses and such other fees required for the proper advancement of the **legal action** as **we** agree.

Period of insurance - The period during which the **motor insurance policy** is in force.

Policy - The documentation detailing the endorsements, terms and conditions of your contract of insurance together with the certificate of motor insurance and policy schedule.

Prospects of success - The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs the **nominated solicitor's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor - An appropriately qualified lawyer or legal representative.

Territorial limits - Countries in the United Kingdom, EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.

Third party - The other person and/or party responsible for the **insured event**, excluding **you**.

Third party costs - **third party** legal fees, disbursements and expenses which **you** are ordered to pay by a **Court** or which, with **our** approval, **you**:

- a) agree to pay; or
- b) become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- c) become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of **your solicitor** and agreed by **us**; or
- d) become liable to pay by discontinuing the **legal action** under Part 38 of the Civil Procedure Rules.

Underwriter - The underwriter who underwrites Section 1 and Section 3 of this legal expenses **policy**; Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW.

Uninsured loss - Any loss sustained by **you** arising out of an **insured event** where such loss is recoverable from the insurers of the **third party**.

We, Us, Our - The **underwriter**; Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, and the **administrator** of the **policy**; 4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

You/your - The **insured** and any authorised driver of or passenger carried in or on the **insured motorcycle**, or their legal representatives in the event of death.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.