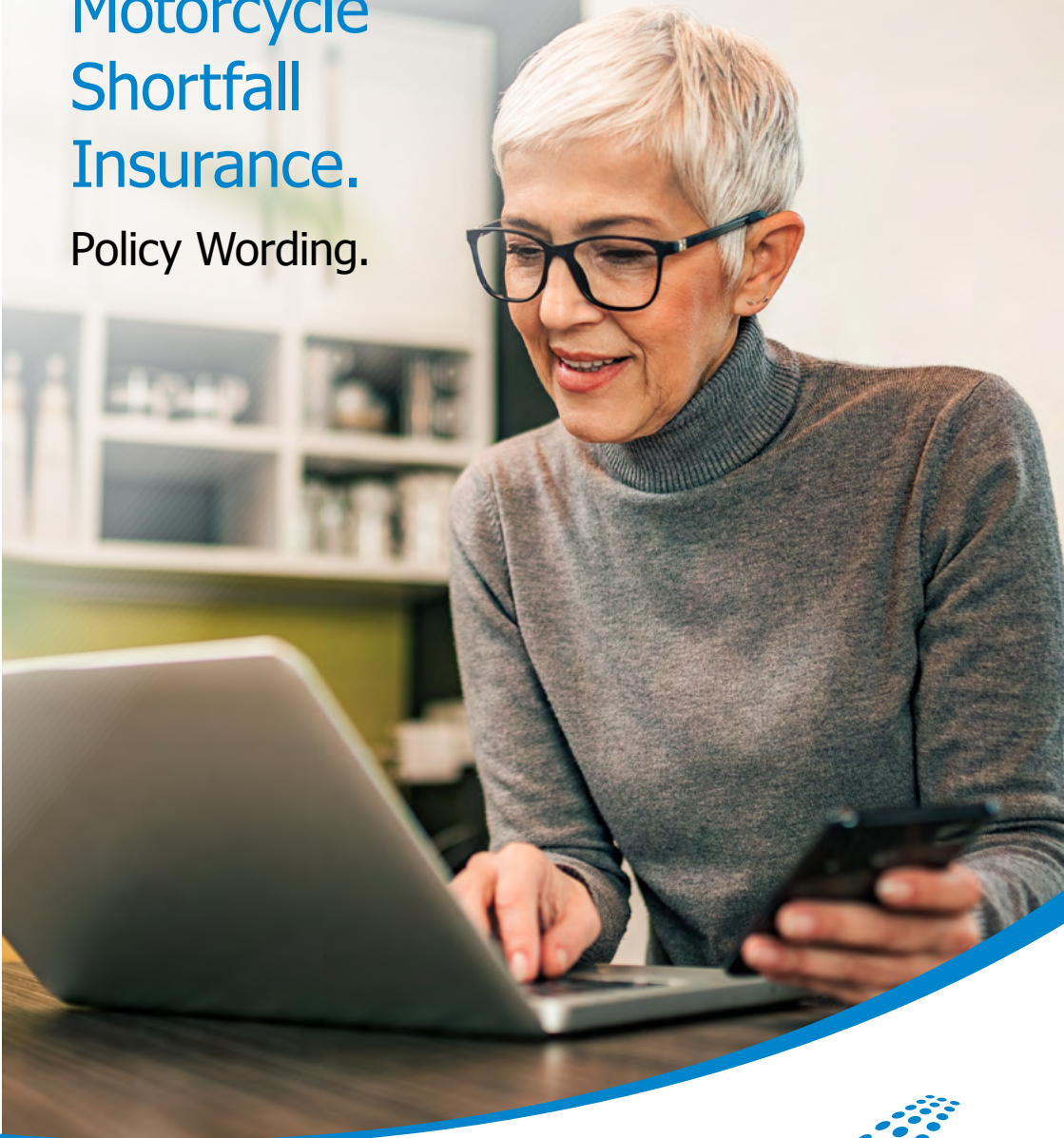


# ALPHERA Motorcycle Shortfall Insurance.

Policy Wording.



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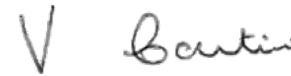
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## About Your ALPHERA Motorcycle Shortfall Insurance.

In return for **Your** payment of the **Premium**, **We** agree to insure **You** in accordance with the terms and conditions contained in the policy documentation provided to **You** in writing by **Us**.

GardX Assure Limited is authorised to sign and issue these documents on **Our** behalf.

In witness whereof this Insurance **Policy** has been signed on behalf of the **Insurer** by:



Mr. Victor Coutin

GardX Assure Limited



## 1. About Your Certificate.

ALPHERA Motorcycle Shortfall Insurance has been designed to cover the 'gap' between the **Motor Insurance Settlement** and either the amount **You** paid for the **Insured Motorcycle**, or the **Finance Early Settlement Balance** payable by **You** to the **Finance Company** if the **Insured Motorcycle** is declared a **Total Loss** within the **Period of Cover**. Please refer to Section 4. Cover Provided of this Policy Wording.

The **Schedule** is subject to the terms of this Policy Wording and it shows the **Insured Motorcycle** that is covered by this Shortfall Insurance.

This Policy Wording includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your** other policy documentation such as **Your Schedule**. Words with special meanings have been listed within the definitions below. These words are printed in bold whenever they appear in this Policy Wording.

Please take the time to read **Your** policy documentation. If **You** have any questions or there is anything that **You** do not understand, please contact GardX Assure on 020 3971 0989 by telephone, or at [support-alpheraprotect@gardx.co.uk](mailto:support-alpheraprotect@gardx.co.uk) by email.

**We** have listed the exclusions that apply to **Your** Shortfall Insurance below.

Please read this Policy Wording carefully as **Your** failure to comply with any of its terms may render **Your** Shortfall Insurance invalid and could jeopardise the payment of any claim which might arise.

This Policy Wording tells **You** what is covered, how claims are administered and other important information.

This insurance is administered by GardX Assure Limited, **They** will help **You** with any questions **You** may have and deal with any claims. **You** should also contact them if **You** need to make any changes to the information disclosed when **You** arranged this insurance.

GardX Assure Limited is registered in England under company Registration Number 9339557 and is authorised and regulated by the Financial Conduct Authority, Registration Number 711212. Their registered office is at Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE.

This insurance is underwritten by Helvetia Swiss Insurance Company in Liechtenstein Ltd. Registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The **Insurer** is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

## 2. Eligibility.

- 2.1 **You** may only purchase this **Policy** within 60 days from the date **You** take delivery of the **Insured Motorcycle**.
- 2.2 In order to be eligible for this **Policy**, the following must apply throughout the **Period of Cover**:
  - 2.2.1 **You** must be a permanent resident of the United Kingdom, or in the case of a corporate body, must be registered in the United Kingdom;
  - 2.2.2 **You** must be the registered keeper and/or owner of the **Insured Motorcycle**, or the **Insured Motorcycle** must be financed by **You**;
  - 2.2.3 **You** or any person permitted to ride the **Insured Motorcycle** must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and entitles **You** to legally ride the **Insured Motorcycle**, and;
  - 2.2.4 **You** must have paid the **Premium**.
- 2.3 The **Insured Motorcycle** must:
  - 2.3.1 Be covered by **Your Motorcycle Insurance** policy throughout the **Period of Cover**;
  - 2.3.2 Be purchased from the **ALPHERA Partner**;
  - 2.3.3 Be listed in **Glass's Guide**, and;
  - 2.3.4 Be registered and used principally within the United Kingdom.
- 2.4 The **Insured Motorcycle** must not:
  - 2.4.1 Have been purchased via a private sale, or;
  - 2.4.2 Have been previously written off.
- 2.5 This **Policy** will not provide cover for:
  - (a) Any motorcycle named on a contract hire or lease hire agreement;
  - (b) Any motorcycle insured on any type of motor trade insurance policy; any motor trader, garage or associated company that sells vehicles, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s);
  - (c) Any motorcycle used at any time in a public service capacity, such as a Military, Police or Ambulance motorcycle;

## Eligibility (Cont).

- (d) Any motorcycle used at any time for hire and reward; courier or delivery services; short-term self-drive, or for the carriage of passengers, including but not limited to taxi services and private hire. For the purposes of this Insurance **Policy**, riding school motorcycles or motorcycles used for riding instruction purposes are covered, provided the **Insured Motorcycle** complies with this policy's Eligibility criteria throughout the **Period of Cover**;
- (e) Any motorcycle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pacemaking, or reliability trials;
- (f) Quad bikes; scooters; tricycles; sidecar, or any motorcycle designed for off-road use only, or any motorcycle with a non-manufacturer fitted LPG conversion, or with a rotary engine;
- (g) Any **Grey or Parallel Import**, or motorcycle built for use outside of the United Kingdom unless purchased from an authorised United Kingdom distributor.

2.6 This **Policy** will cover the following motorcycle modifications:

- 2.6.1 Used motorcycles – Any modifications made prior to the **Start Date** of this **Policy**, and
- 2.6.2 New motorcycles – Only modifications made by the **ALPHERA Partner** prior to the **Start Date** of this **Policy**.

Please note that if modifications are made to the **Insured Motorcycle** by the **ALPHERA Partner** during the **Period of Cover**, the original **Net Invoice Price** will be used to calculate the limit of any claim.

## 3. Definitions.

The following words will have the meanings described below wherever they appear in this Policy Wording:

**Administrator/They** means GardX Assure Limited, Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE. Whenever **You** contact them please quote the product number on **Your Schedule**;

**ALPHERA Partner** means the authorised motor dealer that supplied the **Insured Motorcycle** and sold **You** this **Policy**;

**Early Settlement Amount** means the amount required to settle **Your Finance Agreement** at the date of **Total Loss** excluding any amount carried over from a previous **Finance Agreement**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees and any other financed amount not relating specifically to the **Insured Motorcycle**;

**Finance Agreement** means the initial agreement between **You** and the **Finance Company** arranged by the **ALPHERA Partner** for the purchase of the **Insured Motorcycle**;

**Finance Company** means a United Kingdom lender with whom **You** have agreed a loan or credit agreement for the purchase of the **Insured Motorcycle** through the **ALPHERA Partner**;

**Finance Early Settlement Balance** means the net balance payable by **You** to the **Finance Company** at the date of **Total Loss**, less anything noted under Section 5. Exclusions of this **Policy**;

**Glass's Guide** means a motor industry publication, which provides vehicle valuations;

**Green Card** means a document issued by **Your Motor Insurer** to prove that **You** have motorcycle insurance when driving abroad;

**Grey or Parallel Import** means new or used motorcycles legally imported from another country through channels other than the manufacturer's official distribution system;

**Incident** means the cause of the claim;

**Insured Motorcycle** means the motorcycle described in **Your Schedule**;

**Market Value** means the value of the **Insured Motorcycle** at the date of **Total Loss** by reference to **Glass's Guide** retail transacted value. Please note that if modifications have been made, or additional manufacturer fitted accessories included at the time of purchase, **We** may request an assessor's report to establish the value of the **Insured Motorcycle**;

## Definitions (Cont).

**Maximum Benefit** means the claim limit shown on the **Schedule**, which includes any **Motorcycle Insurance** excess;

**Motorcycle Insurance** means a policy of motorcycle insurance which can be either comprehensive or third party, fire and theft issued by an insurer authorised to sell insurance in the United Kingdom, which is maintained in **Your** name, lists any person permitted to ride the **Insured Motorcycle** and is valid throughout the **Period of Cover**;

**Motor Insurance Settlement** means the value of the **Insured Motorcycle** at the date of **Total Loss** as assessed by **Your Motorcycle Insurance** provider or the **Third Party's Motorcycle Insurance** provider, excluding: any deductions for damage not associated with the **Total Loss** claim; any deductions made where **You** fail to maintain the **Insured Motorcycle** or keep it in a roadworthy condition; any salvage amount if **You** retain the **Insured Motorcycle**; any more than the limit for **Motor Insurance** excess, or any outstanding premium owed to **Your Motorcycle Insurance** provider;

**Motor Insurer** means an authorised **Motorcycle Insurance** company that issued **Your** policy of **Motorcycle Insurance** to **You**;

**Negative Equity** means any finance or outstanding debt and resulting interest due on or carried across to the **Insured Motorcycle** from a previous finance agreement that was in **Your** name and secured against the part exchanged motorcycle;

**Net Invoice Price** means the amount **You** paid for the **Insured Motorcycle** not including anything noted under Section 5. Exclusions of this **Policy**;

**Optional Extras** means either:

- (a) Accessories listed on the original purchase invoice for the **Insured Motorcycle** and are present at the date of **Total Loss**, and/or
- (b) Riders accessories such as gloves, helmets, protective motorcycle clothing and boots that are listed on the purchase invoice for the **Insured Motorcycle** and are present at the date of **Total Loss**;

**Period of Cover** means the period as shown in the **Schedule** from the **Start Date** up to either the:

- (a) End of this period;
- (b) The date on which a valid claim is registered by **Us** under this **Policy**;
- (c) The date this **Policy** is cancelled, or;
- (d) The date the **Insured Motorcycle** is sold or repossessed;

This insurance cover is non-renewable;

## Definitions (Cont).

**Policy** means this document, together with the **Schedule**;

**Premium** means the amount payable by **You** (including any taxes, commissions or charges) for cover under this **Policy**;

**Schedule** means the document issued to **You** containing important information about **You**, the **Insured Motorcycle**, the **Start date** and the **Premium**;

**Start Date** means the date this insurance cover commences as shown on the **Schedule**;

**Territorial Limits** means the United Kingdom. **Your Vehicle** is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland, providing **You** have the relevant **Green Card** and maintain a comparable level of cover on **Your Motor Insurance** equivalent to the cover **You** have in the UK and that this cover is in force on the date of **Total Loss**;

**Third Party's Motorcycle Insurance** means the motorcycle insurance provider of the third party, where a third party is liable for the **Total Loss** of the **Insured Motorcycle**;

**Total Loss** means the **Total Loss** of the **Insured Motorcycle** which is the subject of accidental or malicious damage, fire or theft to the extent that a claim is paid as full and final settlement under **Your Motorcycle Insurance** or a **Third Party's Motorcycle Insurance**, and the **Insured Motorcycle** is recorded as salvage category A, B, N or S;

**We/Us/Our/Insurer** means Helvetia Swiss Insurance Company in Liechtenstein Ltd., registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein;

**You/Your/Yourself** means the individual or corporate body named as the policyholder on both the **Schedule** and **Your Motorcycle Insurance** policy. This **Policy** will also provide cover for any person who is permitted to ride the **Insured Motorcycle** provided they hold comprehensive cover under **Your Motorcycle Insurance**.



## 4. Cover Provided.

- 4.1 Subject to the terms & conditions, if the **Insured Motorcycle** is declared a **Total Loss**, this **Policy** will cover the difference between the **Motor Insurance Settlement** and the greater of:
- (a) The **Net Invoice Price** of the **Insured Motorcycle**, or;
  - (b) The **Finance Early Settlement Balance** payable to the **Finance Company** at the date of **Total Loss**.
- 4.2 Any settlement amount will include all manufacturer-fitted and manufacturer-approved dealer-fitted accessories purchased for the **Insured Motorcycle**, provided these are listed on the original purchase invoice for the **Insured Motorcycle** and are present at the date of **Total Loss**. Please note that for used motorcycles, all manufacturer-fitted and manufacturer-approved accessories, provided they are fitted prior to the **Start Date** of this **Policy** will be covered.
- 4.3 If **You** incur a **Motorcycle Insurance** excess as part of **Your Motor Insurance Settlement** and **We** authorise **Your** claim, **We** will also pay **You** up to a limit of £500 toward the cost of **Your Motorcycle Insurance** excess, as part of the **Maximum Benefit** payable under this **Policy**.

Please note that no **Motorcycle Insurance** excess contribution will be made where **You** are eligible for a replacement motorcycle under the terms of **Your Motorcycle Insurance** policy.

The **Maximum Benefit** that **We** will pay under this **Policy** is specified on **Schedule**.

Any settlement due under 4.1(a) and 4.3 will be paid to **You**, and any settlement due under 4.1(b) will be paid to the **Finance Company**. If there is any amount still owing on the **Finance Agreement** after **Your** claim has been settled, it is **Your** responsibility to ensure that settlement of this amount is made.

In the event that **You** settle the outstanding **Finance Agreement** prior to its scheduled expiry date or the **Finance Agreement** is settled, extended or for any reason ceases to exist prior to the **Total Loss** of the **Insured Motorcycle**, this **Policy** will only provide cover under Sections 4.1(a), 4.2 and 4.3.

- 4.4 If the risk covered by this **Policy** is also covered by any other insurance, **We** shall only be responsible for paying a fair proportion of any settlement which **We** would otherwise be due to pay.

## 5. Exclusions.

- 5.1 **You** are not covered for the following:
- 5.1.1 Any claim where the **Insured Motorcycle** is not declared a **Total Loss**, or where no **Motor Insurance Settlement** is paid to **You** or the **Finance Company**;
  - 5.1.2 Any claim where the **Insured Motorcycle** is stolen or ridden without **Your** consent by any person who has access to a removable vehicle ignition device (e.g. key or fob), including but not limited to family members, spouse and partner, unless access was gained through forced and violent means;
  - 5.1.3 Any claim where the **Insured Motorcycle** is left unattended unless all security devices/immobilisers present on the **Insured Motorcycle** have been activated and the motorcycle is locked, or any claim where a removable ignition device is left unsecured, or in, or on, the **Insured Motorcycle**;
  - 5.1.4 Any **Total Loss** that occurs while the **Insured Motorcycle** is in the control of anyone not permitted to ride the **Insured Motorcycle**, unless the **Total Loss** occurs as a result of fire or theft;
  - 5.1.5 VAT if **You** are VAT registered;
  - 5.1.6 Any claim if the rider of the **Insured Motorcycle** is intoxicated by alcohol, under the influence of non-prescribed drugs, or where they have been advised not to ride by a registered medical practitioner;
  - 5.1.7 Any discount given by the **ALPHERA Partner**; government grants; motorcycle contents; cash back; missed payments, arrears, or any interest due under the terms of the **Finance Agreement**; administration/credit facility, option to purchase, or documentation fees; credit protection insurance; end of lease penalty charges (including but not limited to excess mileage; late payment charges; title discharge fees; loss/damage excess, or wear and tear charges); delivery charges; electric motorcycle batteries that are leased/hired; vehicle excise duty; paintwork and/or upholstery protection kits; new motorcycle registration fees; cherished number plates; fuel; insurance premiums (including the **Premium**); warranty, roadside assistance, servicing and maintenance plans or charges; any secondary schedule(s) noted in the **Finance Agreement**, or any outstanding debt transferred from a previous vehicle or financial arrangement (otherwise known as **Negative Equity**);

## Exclusions (Cont).

### 5.1.8 **Optional Extras:**

- (a) That are not included on the original purchase invoice for the **Insured Motorcycle**;
- (b) Where **You** are unable to provide the original purchase invoice for the **Insured Motorcycle**, or;
- (c) Which are not purchased by **You**.

Additionally, if the **Insured Motorcycle** is stolen, damaged due to fire, or if the **Total Loss** occurs while **You** or a rider permitted to ride the **Insured Motorcycle** are not riding it, this **Policy** will not provide cover for riders accessories as defined in **Optional Extras**;

- 5.1.9 Loss of use of the **Insured Motorcycle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this **Policy**. This includes but is not limited to travel expenses or loss of earnings;
- 5.1.10 Any **Total Loss** that occurs as a result of the **Insured Motorcycle** being modified other than in accordance with all applicable law. Please note that any modification made to the **Insured Motorcycle** during the **Period of Cover** will not be covered;
- 5.1.11 Any claim where the **Insured Motorcycle** can be repaired but **You** have asked for the motor insurance claim to be dealt with on a **Total Loss** basis;
- 5.1.12 Damage caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed;
- 5.1.13 Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism;
- 5.1.14 Any **Total Loss** that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts;
- 5.1.15 Any **Total Loss** that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**.

## 6. General Conditions.

- 6.1 **You** must fulfil certain obligations in order to ensure that **Your** Shortfall Insurance remains valid:
    - 6.1.1 **You** must report **Your** claim within 120 days of the **Incident** occurring;
    - 6.1.2 **You** must maintain the **Insured Motorcycle** in an efficient and roadworthy condition;
    - 6.1.3 **You** must give **Us** true and complete information and **You** must comply with **Our** reasonable requests;
    - 6.1.4 **You** must follow the prescribed claims procedure as explained in this Policy Wording or by the **Administrator**;
    - 6.1.5 **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating, as well as the following:
      - (a) **You** change or transfer ownership of the **Insured Motorcycle**;
      - (b) **You** change what **You** use the **Insured Motorcycle** for (for example, if **You** start using it for commercial purposes);
- If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Motorcycle** becoming ineligible for cover, **We** will cancel **Your Policy**. Please refer to Section 7. Cancellation and Cooling off Period of this Policy Wording. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Motorcycle** becoming ineligible for cover and **Your** claim not being paid.
- 6.1.6 **You** must use **Your** best endeavours to obtain the maximum possible settlement under **Your Motorcycle Insurance** policy or the **Third Party's Motorcycle Insurance**. See Section 9. How to Make a Claim of this Policy Wording.
  - 6.2 If **You** do not adhere to the terms and conditions of this **Policy**, it may delay settlement of **Your** claim.
  - 6.3 This **Policy** will only provide cover for the initial **Finance Agreement** taken out at the time **You** purchase this **Policy**.
  - 6.4 This **Policy** is in addition to **Your** legal rights.

## 7. Cancellation And Cooling Off Period.

- 7.1 **We** trust that **You** will be happy with **Your** Shortfall Insurance. However, **You** have the right to cancel it within 30 days of receiving **Your Policy** by contacting **Your ALPHERA Partner** who will arrange a refund.
- 7.2 If **You** cancel after the first 30 days **You** can receive a pro rata refund for the number of complete unexpired days remaining of **Your Policy**, subject to a cancellation fee of £15. If **You** wish to cancel **Your Policy** please contact the **Administrator** on 020 3971 0989.
- 7.3 The cancellation date will be the date the documents are received by the **Administrator**.
- 7.4 **We** reserve the right to cancel this Shortfall Insurance by giving **You** 30 days' notice at any stage during the **Period of Cover**. In this event, **We** will refund **You** for the unexpired portion of **Your Premium** if no claims have been paid.
- 7.5 **We** may cancel **Your Policy** due to the non-payment of **Premium**, if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.
- 7.6 If **You** are paying for **Your Policy** via a monthly funding option, and **You** wish to cancel **Your Policy**, **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.7 If **You** are paying for **Your Policy** via a monthly funding option, and **You** default on **Your** payments, **Your Policy** will be cancelled. **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.8 **We** will not refund any **Premium** paid if a claim has been paid or if an **Incident** that may give rise to a claim has occurred.

## 8. Automatic Termination.

- 8.1 **Your** Shortfall Insurance will automatically terminate on the earliest date of when one of the following events happen:
  - 8.1.1 **You** dispose of, or transfer ownership of the **Insured Motorcycle** to another party, and **You** do not inform **Us**;
  - 8.1.2 **You** dispose of, or transfer ownership of the **Insured Motorcycle** to a garage, motor trader, auctioneers or similar company;
  - 8.1.3 **Your Policy** expires as per **Your Schedule**;
  - 8.1.4 **You** cease to be resident in the United Kingdom.



## 9. How To Make A Claim.

If **You** wish to make a claim under this insurance cover, please contact the **Administrator** on:

By email: [support-alpheraprotect@gardx.co.uk](mailto:support-alpheraprotect@gardx.co.uk)

By telephone: **020 3971 0989**

**Important:** Please contact the **Administrator** to register **Your** claim prior to accepting any **Motorcycle Insurance Settlement**.

All claims must be notified as soon as is reasonably possible and in any event within 120 days of any **Total Loss**.

**You** must comply with the claims procedure as explained in this Policy Wording and by the **Administrator**.

**You** agree to safeguard the **Insured Motorcycle** in the event of any damage occurring to it.

**You** must use **Your** best endeavours to obtain the maximum possible settlement under **Your Motorcycle Insurance** policy or the **Third Party's Motorcycle Insurance**.

- 9.1 In order to authorise a claim, the **Administrator** will require:
  - 9.1.1 **Your** personal and the **Insured Motorcycle** details;
  - 9.1.2 Full details of the damage;
  - 9.1.3 In the case of malicious damage or theft, **You** must report the **Incident** to the police and advise the **Administrator** of the crime reference number.
  - 9.1.4 Photos of any damage to gloves, helmets, protective motorcycle clothing or boots that **You** wish to claim for as **Optional Extras**.
- 9.2 Where the **Motor Insurance Settlement** is less than the **Market Value** of the **Insured Motorcycle**, **We** will instruct the **Administrator** to contact **Your Motor Insurer** or the **Third Party's Motorcycle Insurance** provider to negotiate an increase to the **Motor Insurance Settlement** on **Your** behalf.
- 9.3 Upon receipt of the information requested in 9.1 and 9.2 the **Administrator** will review **Your** claim. If **Your** claim is covered by this Policy Wording the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.
- 9.4 The **Administrator** will be unable to process **Your** claim if **You** do not provide:

## How To Make A Claim (Cont).

- 9.4.1 A copy of **Your Motorcycle Insurance** schedule;
- 9.4.2 **Your Motor Insurer's** written confirmation that the **Motor Insurance Settlement** has been paid following **Your** claim for **Total Loss** and the terms on which the **Motor Insurance Settlement** was made;
- 9.4.3 **Your** original invoice relating to the **Insured Motorcycle**;
- 9.4.4 If applicable, a copy of **Your Finance Agreement**, written confirmation from **Your Finance Company** of the **Early Settlement Amount** and the terms on which it has been calculated;
- 9.5 In the event **Your Motorcycle Insurance** provider offers **You** a replacement motorcycle, **We** will require them to confirm in writing that a replacement motorcycle has been accepted and any applicable excess has been paid.
- 9.6 If **You** retain the the **Insured Motorcycle** after any **Motor Insurance Settlement** has been paid, **We** reserve the right to reduce the settlement under this **Policy** by the value of the **Insured Motorcycle** retained by **You**.

## 10. Transferring Your Cover.

- 10.1 In the event that the **Insured Motorcycle** is declared a **Total Loss** by **Your Motorcycle Insurance** provider or a **Third Party's Motorcycle Insurance** and **You** are provided with a replacement motorcycle as part of a **Motorcycle Insurance Settlement**, under a manufacturer's or **Retailer's** warranty, or due to satisfactory quality issues, **You** may transfer this **Policy** to a replacement motorcycle.
- 10.2 If **You** have chosen to pay the **Premium** in instalments, all payments must be up to date.
- 10.3 **You** should notify the **Administrator** by telephone on 020 3971 0989, or by email at [support-alpheraprotect@gardx.co.uk](mailto:support-alpheraprotect@gardx.co.uk), within 30 days of the transfer. The **Administrator** will issue a new **Schedule** to **You**. The **Start Date** and the **Period of Cover** will remain the same.
- 10.4 Irrespective of the invoice price of the replacement motorcycle, the original **Net Invoice Price** will be used to calculate any future claim. If this is unavailable, **Glass's Guide** retail value (calculated from the date the **Insured Motorcycle** was purchased) will be used instead.
- 10.5 The transfer will be subject to **Our** approval. **You** cannot transfer **Your** insurance cover if a claim or an **Incident** that may give rise to a claim has occurred.

## 11. What To Do If You Have A Complaint.

**We** always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance contact the **Administrator**, quoting **Your** product number.

Their contact details are:

Quality and Compliance Manager  
GardX Assure Limited  
Unit 7, Clovelly Business Park  
Clovelly Road  
Southbourne, Emsworth  
PO10 8PE

Telephone: 020 3971 0989

Email: [feedback-alpheraprotect@gardx.co.uk](mailto:feedback-alpheraprotect@gardx.co.uk)

**We**, the **ALPHERA Partner**, and the **Administrator** aim to provide **You** with a prompt and efficient service at all times but on occasions this may not be possible and **We/They** may fall short of **Your** expectations. If **We** or **They** have not provided **You** with a prompt and efficient service and **You** wish to complain, please contact the **Administrator**.

If **Your** complaint is in relation to the way in which **Your** insurance was sold, the **ALPHERA Partner** and the **Administrator** will deal with **Your** complaint. The **Administrator** will confirm receipt of **Your** complaint promptly and aim to resolve the problem within 8 weeks.

If, after making a complaint, **You** are unhappy with the final response and **You** are an eligible complainant **You** may wish to contact the Financial Services Ombudsman. **You** have six months from the date of the final response letter to contact them.

Their contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Lo Call: 0300 123 9123

Telephone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Services Ombudsman decision is binding on **Us** but not **You**. The complaints procedure set out above does not affect **Your** right to take legal action against **Us**, or the **Administrator**.

## What To Do If You Have A Complaint (Cont).

If **Your** complaint is about Helvetia Swiss Insurance Company in Liechtenstein Ltd. or the policy terms and conditions the **Administrator** may refer **Your** complaint to **Us**.

**We** or the **Administrator** will investigate **Your** complaint and issue a final response letter. **We** can be contacted by email at: [partnerbusiness-nl@helvetia.ch](mailto:partnerbusiness-nl@helvetia.ch).

## 12. Data Protection.

**We** and BMW Financial Services (GB) Limited trading as ALPHERA Financial Services, need to obtain personal information from **You** to provide **You** with this **Policy** and in connection with the provision of this **Policy**.

**We** are the Data Controller for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

**We** and other organisations may use these records to:

- (a) Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- (b) Trace debtors, recover debt, prevent fraud, and manage **Your Policy**
- (c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

**We** process all data in the European Economic Area (EEA) but where **We** need to disclose data to parties outside the European Economic Area (EEA), **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under EU GDPR and the UK GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter.

## Data Protection (Cont).

If **You** require more information or have any questions concerning the **Administrator's** use of **Your** personal data, please contact The Data Protection Officer, Unit 7, Clovelly Business Park, Clovelly Road Southbourne, Hampshire, PO10 8PE or via email at [dataprotectionofficer@gardx.co.uk](mailto:dataprotectionofficer@gardx.co.uk).

To view a copy of the Helvetia Swiss Insurance Company in Liechtenstein Ltd. privacy policy, it can be found at <https://www.helvetia.com/privacy>.

If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF  
Tel: 0303 123 1113.

## 13. Legal, Regulatory And Other.

### 13.1 Language Applicable to Contract

This contract, all accompanying documents and all communication about it will be in English.

### 13.2 Governing Law

Unless **You** and **We** both agree otherwise, the law which applies to this insurance is the law applicable to the part of the United Kingdom in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom in which **You** live.

### 13.3 The **Insurer's** Liability

Helvetia Swiss Insurance Company in Liechtenstein Ltd., whose registered office is at Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein, is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### 13.4 Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **We** can enforce the terms of this contract.

### 13.5 Sanctions

**We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 13.6 Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

## Legal, Regulatory And Other (Cont).

### 13.7 Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.

Further information is available from their website:

[www.fscs.org.uk](http://www.fscs.org.uk)

### 13.8 Equality Act 2010

In line with the Equality Act 2010, this wording is available in large print upon request.