

## INTRODUCTION

Thank you for choosing Helmet & Leathers Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told us is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Mackenzie Hodgson which is trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority, under Firm Reference Number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

All policies are arranged and administered on behalf of Mackenzie Hodgson by Carole Nash Insurance Consultants Limited. Authorised and regulated by the Financial Conduct Authority under Firm Reference Number 307243. Company registration number: 2600841. Registered office, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

URIS Group Limited is authorised and regulated by the Financial Conduct Authority in the United Kingdom, under Firm Reference number 307332. Registered in England number 02461657.

In return for the payment of **your** premium, **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

## CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- To make sure that all information supplied as part of **your** application for cover is true and correct.
- Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## IMPORTANT

If **you** do not have proof of purchase for **your helmet & motorcycle clothing**, **you** must take a photograph of each item at the start of **your** policy to show all items were in **your** possession and were undamaged before making **your** claim.

## DEFINITIONS

Where **we** explain what a word means that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

### Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. Davies Group Limited handle claims on behalf of the **insurer**.

### Annual Claim Limit

The most **we** will pay in the **period of insurance** as shown in **your policy schedule** will either be £1,500 or £2,500.

### Excess

£50. The amount **you** must pay for every claim.

### Helmet & Motorcycle Clothing

The protective clothing, helmet, boots and gloves that **you** own or are legally responsible for, while **you** are wearing them.

### Imminent Claim

An **incident** that could give rise to a claim under this policy that **you** are or were aware of before the start date of this policy.

### Incident

The event that gave rise to a claim under this insurance policy which occurred during the **period of insurance**.

### Motorcycle Insurance Policy

**Your** insurance policy issued by a **motorcycle insurer** to **you** for **your motorcycle**.

### Motorcycle Insurer

An authorised and regulated UK motorcycle insurer.

### Motorcycle

The motorcycle shown on **your policy schedule** or that **you** own or are authorised to ride.

### Period of Insurance

The period stated on **your policy schedule** that this policy is in force for.

### Policy Schedule

The separate document we send **you** that includes details about **you** and what **you** are covered for.

### Territorial Limits

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man and for 90 days in any country within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

### Waived or Reimbursed

Where a third party has already paid for the cost of replacement or repair of your **helmet & motorcycle clothing**.

### We/Us/Our/Insurer

Collinson Insurance a trading name of Astrenska Insurance Limited.

### You/Your/Insured Person

The person named on the **policy schedule**.

## WHAT IS COVERED

- This policy provides cover for the damage to **your helmet & motorcycle clothing** specifically caused by a motorcycle accident. If the damage is repairable, **we** will cover the cost of repairs. If the damage is beyond repair, **we** will cover the cost of replacing **your helmet & motorcycle clothing** with items of the same form and style.
- The most **we** will pay under this policy is the annual claim limit of either £1,500 or £2,500, as detailed in **your policy schedule**. Once this limit is reached, the policy is automatically cancelled.

## WHAT IS NOT COVERED (Exclusions)

- Claims for items where **you** cannot provide the requested documents.
- Wear and tear of any kind.
- Claims arising from gradual causes like, but not limited to, fungus, rot, or vermin.
- Claims arising from theft or attempted theft.
- Accidental damage that is not the result of a road traffic accident.
- Loss of or damage where you are riding a class of vehicle for which you do not hold a valid licence.
- The **excess** payable for each claim.
- Damage to clothing that does not belong to **you** or **your** passengers.
- We** will not pay the cost of replacing any undamaged **helmet & motorcycle clothing** forming part of a pair or a set.
- Items such as jeans, t-shirts, socks or backpacks, which are not motorcycle protective clothing.
- We** will not pay for any loss of value after **we** have made a payment to settle the claim.
- Claims where **your motorcycle** was being used for any of the following are not covered:
  - Dispatch, courier and messenger services, or food delivery.
  - Racing, pace making or being in any contest or speed trial.
  - Riding on any racetrack, circuit or de-restricted toll roads.
  - Trials (apart from where **your motorcycle** is travelling on a road that the public have access to).
- Any claim which happened before the **period of insurance** as shown on **your policy schedule** that **you** were aware was an **imminent claim**.
- Any claim that has been **waived or reimbursed**.
- Any claim resulting from war and/or terrorism.

16. Any claim resulting from:

- Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

## CONDITIONS APPLICABLE TO THE ENTIRE POLICY

1. Your **Helmet & Leathers** policy will remain in effect for the **period of insurance** or until your **annual claim limit** is exhausted; whichever comes first.
2. Your **motorcycle insurance** policy must be up to date and valid for this coverage to apply.
3. Right of recovery - **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
4. Other insurance - if **you** were covered by any other insurance for the amount payable following the **incident**, which resulted in a valid claim under this policy, **we** will only pay **our** proportionate share of the claim.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **We** will only give **you** the cover that is described in this policy if **you** have complied with all the terms and conditions of this insurance policy, as far as they apply.
7. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
8. **We** have the right to approach any third party in relation to **your** claim.
9. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

## HOW TO MAKE A CLAIM

### Helmet & Leathers

Your **Helmet & Leathers** claim will be handled on the **insurer's** behalf by Davies Group Limited.

To make a claim, please contact the claims team:

- Online: <https://HelmetandLeathersclaims.davies-group.com>
- Email: [specialistclaims@davies-group.com](mailto:specialistclaims@davies-group.com)
- Telephone: **0344 264 0085** Monday to Friday 9am to 5pm, excluding bank holidays

When submitting **your** claim, **you** will be asked to provide **us** with evidence. This may include but is not limited to proof of purchase, proof of the damage, your insurance documents and confirmation from **your motorcycle insurer** that an **incident** has happened.

**Our** settlement calculations will be based on either the original purchase price or the current retail price for replacement items of the same or similar specification, whichever is lower.

## CANCELLING YOUR POLICY

**You** have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

If **you** decide to cancel **your** **Helmet & Leathers** policy, **you** can do so by calling us on: 0330 343 8748.

### Your right to cancel in the cooling off period

**You** have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

## CANCELLATION BY US

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a. Where **we** reasonably suspect fraud.
- b. Non-payment of premium.
- c. Threatening and abusive behaviour.
- d. Non-compliance with **policy** terms and conditions.
- e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

## FRAUD

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

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## COMPLAINTS PROCEDURE

At Mackenzie Hodgson, our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen and we get things wrong.

### Questions or complaints about the sale of your policy

If **you** need to complain, please contact Mackenzie Hodgson as follows:-

For any enquiry or complaint, **you** may have regarding the sale of this policy,

- Starting a Live Chat - we're online 9am-6pm Monday to Friday, and 9am-5pm on Saturdays,
- Calling our team on: 0330 343 8748,
- Writing to us at: Complaints, Mackenzie Hodgson, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA,
- Completing our online complaints form. ([www.mackenziehodgson.co.uk/contact-us](http://www.mackenziehodgson.co.uk/contact-us))

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

If **your** complaint is about a claim **you** made, contact Davies Group Limited:

- Email: [specialistclaims@davies-group.com](mailto:specialistclaims@davies-group.com)
- Telephone: **0344 264 0085** Monday to Friday 9am to 5pm, excluding bank holidays
- Post: Specialist Claims, PO Box 2801, Stoke-on-Trent, ST4 9DN

**We** will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

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

Following this complaints procedure does not stop **you** from taking legal action.

## COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## DATA PROTECTION

### How we use the information about you

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.

- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

### Processing your data

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

### How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

### How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.