



Personal Accident Insurance

Insurance by bikers, for bikers

Personal Accident Insurance Policy Wording

Who is Your Insurer?

This insurance has been arranged by Mackenzie Hodgson which is a trading name of Atlanta Insurance Intermediaries Limited and is underwritten by Trinity Lane Insurance Company Limited who are authorised and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Regulations 2020 to carry on the business of general insurance. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Certification of Cover

This policy wording combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy wording, together with **your** policy schedule, 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 Mackenzie Hodgson. If **your** Mackenzie Hodgson **motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled.

Who Administers Your Policy

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Davies Group Limited handle claims on behalf of the **insurer**.

Language

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact Mackenzie Hodgson on 0330 343 8748 if you would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets your requirements. If it does not, please contact Mackenzie Hodgson who arranged this insurance for you.

What Does The Policy Cover and What Will It Pay Out

Events

During the **period of insurance** and within the **territorial limits**, the policy will cover:

1. **You** and any passengers riding with **you** on the insured motorcycle in the event of:
 - An accident whilst **you** are riding the insured motorcycle; or
 - A malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of the insured motorcycle.

2. **You** in the event of an accident whilst **you** are a passenger on any other motorcycle.

This includes **you** and any passengers mounting or dismounting the **insured motorcycle**.

Benefits

This policy will pay the following benefits if one of the above events occur:

COVER	BENEFIT
Accidental death	£20,000
Loss of sight	£20,000 (50% for loss of sight in one eye)
Loss of speech	£20,000
Loss of hearing	£20,000 (50% for loss of hearing in one ear)
Loss of limbs	£20,000
Permanent total disablement	£20,000

All subject to a maximum claim limit of £20,000 per person.

What is Not Covered?

The policy will not pay out for loss, injury or death as a result of any of the following:

- Claims for any person who is over 81 years of age at point of claim;
- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life) and/or those of any passengers travelling with **you** on the **insured motorcycle**;
- Whilst the rider is under the influence of drugs or alcohol;
- Pre-existing medical conditions which **you** or any passengers travelling with **you** on the insured motorcycle suffered from in the 12 month period immediately prior to the start date of cover which:
 - Were known about, or should reasonably have been known about; or
 - You or any passengers travelling with you on the insured motorcycle had seen, or arranged to see, a **medical practitioner** about;
- Whilst the insured motorcycle is being used off road in any kind of race, track day, or motor trade, or for private or public hire as a courier or messaging service;
- Any passengers who are not legally permitted to ride on the **insured motorcycle** or where the insured motorcycle is not manufactured to carry passengers;
- Whilst you or any passengers riding with you on the **insured motorcycle** are engaged in military, air force or naval services or operations;
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self defence);
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;

- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation; or
- Any consequence, howsoever caused, including but not limited to **computer virus in electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other

Conditions and Limitations

The following conditions apply to your policy:

Consumer Insurance (Disclosure and Representations Act 2012)

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when you purchased the policy and to make sure that all information supplied to us is true and correct. This also applies if you wish to make any changes to your policy during the period of insurance or if you make a claim under this policy. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your policy is invalid and that it does not operate in the event of a claim.

If you do not answer questions truthfully and accurately, this may affect your cover. In the event that you have supplied us with information which is incorrect or false, we reserve the right to declare your policy invalid and cancel your cover, with no refund of premium. In the event that you have made a claim, we may refuse to pay all or part of that claim.

Transferring Your Interest in the Policy

You cannot transfer your interest in the policy to anyone else.

False/Fraudulent Claims

If you or anyone acting on your behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by you shall be immediately repaid. We may also share this information with other insurers and with the appropriate law enforcement authorities.

- cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:
- (a) infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.
- Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

How To Make a Claim

If **you** want to make a claim on the policy, please follow the instructions below:

- Read this policy wording to check that the cause of the claim is covered;
- You must contact the police within 24 hours of the accident;
- Contact the administrator on 0800 064 9807 as soon as possible;
- The administrator may provide you with a claim form and a list of the documents that are required. If **you** have been given a claim form to complete, please return this to the administrator along with any other items that may have been requested. All documentation should be submitted to: Niche Claims, PO Box 1392, Preston PR2 0XE; and
- Upon receipt of **your** claim form, the **administrator** will contact **you** by telephone or post.

Claims Conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

Process

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy and **you** must give the **administrator**, at **your** own expense, all the information we or they ask for about the claim e.g. death certificate or police report.

In the event of a successful claim being made under the death benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate. Where a successful claim is being made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian.

We have the right, at our expense and in **your** name, to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

At our cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Cancelling Your Process

If **you** decide that for any reason, this policy does not meet your insurance needs **you** have the right to cancel it at any time by contacting Mackenzie Hodgson on 0330 343 8748 or by writing to Mackenzie Hodgson, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

If the policy is cancelled for any reason 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.

If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.

Insurers Right to Cancel

This policy runs concurrently with **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-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's staff**.

Where **we** have cancelled **your** policy, no refund of premium would be made.

Customer Service and Complaints

Questions or complaints about the sale of your policy

It is the intention to give **you** the best possible service however if **you** have a complaint about the way in which **your** policy was sold to **you**, it should be addressed to: Mackenzie Hodgson, Nile Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 2BA or telephone 0333 343 8748 (all calls are recorded).

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

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 resolve 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: specialistclaims@davies-group.com

Telephone: 0800 064 9807

Post:
Niche Claims
PO Box 1392
Preston
PR2 0XE

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

Legal and Regulatory information

Premiums and claims - your rights

Please note that once **you** have paid **your** premium to Mackenzie Hodgson, **we** treat it as having been received by **us**.

The law and legal proceedings applicable to this insurance

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.

If it is not possible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR.

From a landline: 0800 023 4567

From a mobile: 0300 123 9123.

Website: www.financial-ombudsman.org.uk.

Email: complaint.info@financial-ombudsman.org.uk

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Data Protection

Trinity Lane Insurance Company Limited Privacy Statement

We are committed to protecting the privacy of **your** personal data in accordance with current data protection legislation, in particular the General Data Protection Regulation (GDPR). As joint data controllers of **your** data **we** operate in cooperation with **your** insurance broker. Any data protection queries or concerns should be directed in the first instance to **your** broker.

About our service

Data provided to **your** broker will be shared with **us** on the basis of contractual requirement, namely for the purposes of

providing insurance cover and for claims handling. **Your** data may be shared with other companies such as affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We will not use **your** data for any marketing purposes.

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Data Retention

In accordance with **our** legal requirements **we** will retain **your** data for a period of at least six years after **your** policy has lapsed. In certain circumstances **we** may be required to retain **your** data for a period exceeding six years for the purpose of claims handling.

Your Rights

Under the General Data Protection Regulation (GDPR) **you** have the right to access or obtain copies of the personal information held about **you** by **us**.

A response to **your** request will be provided to **you** within one month of **us** receiving a valid request. If **you** wish to exercise this right against **our** partners **you** will need to write to them directly. In accordance with the GDPR, **we** will not charge for this information in most cases.

You have the right to request that **we** correct any inaccuracies in the personal information held about **you**. Please contact **your** broker if **your** personal information needs updating.

You have a right to submit a complaint to the Information Commissioner if **you** believe **we** have not complied with **our** obligations under the GDPR:

<https://ico.org.uk/global/contact-us/>

You have the right to have **your** data transmitted directly to another data controller where technically feasible.

You have the right to restrict data processing, where this does not conflict with **our** contractual obligations, where;

You contest the accuracy of the personal data **we** hold;

- The processing is unlawful and **you** oppose the erasure of **your** data;
- **We** no longer need the data for processing, but the data

is required by **you** for the establishment, exercise or defence of legal claims;

- **You** have objected to the processing of **your** data pending the verification of whether the legitimate grounds for processing override **your** objection.

You have the right to object to the automated processing of **your** data including, but not limited to, profiling. This excludes where the processing is necessary for entering into a contract, or the performance of our contractual obligations.

Financial Services Compensation Scheme

Trinity Lane Insurance Company Limited are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS will pay 90% of the claim for non-compulsory insurance (insurance **you** do not need by law). For compulsory classes of insurance (insurance **you** need to have, such as motor insurance), the FSCS will pay the claim in full. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk.

Trinity Lane Insurance Company Limited are authorised and regulated by the Gibraltar Financial Services Commission to carry on general insurance business in the UK. Trinity Lane Insurance Company Limited is registered in Gibraltar. Registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Accident

A sudden and unexpected event involving a road traffic incident which happens by chance and causes injury or death.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Davies Group Limited handle claims on behalf of the insurer.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24 hour service by registered nurses. It does not include a convalescent, self-care or rest home or a department in a hospital which has the role of a convalescent or nursing home.

Insured Motorcycle

A motorcycle which **you** are insured to ride under the **motorcycle insurance policy**.

Loss of hearing or speech

The total and irrecoverable loss of hearing or speech.

Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

Loss of sight

Complete and irrecoverable loss of sight in one or both eyes.

Medical practitioner

A qualified medical practitioner (other than any insured person or a member of an insured person's family) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**.

Motorcycle insurance policy

The Mackenzie Hodgson motorcycle insurance policy that has been issued to **you** for the **insured motorcycle**.

Period of insurance

This policy will run concurrently with **your motorcycle insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motorcycle insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motorcycle insurance policy** as detailed on **your policy schedule**.

Permanent Total Disablement

Disablement which entirely prevents you from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, in the opinion of a medical practitioner, shows no sign of ever improving.

Policy schedule

The document which forms part of the motorcycle insurance contract alongside which you have bought this policy. It contains your name and address and details of the insured motorcycle.

Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

Trinity Lane Insurance Company Limited.

You/your

The person whose name is shown on the policy schedule as the insured person.



Mackenzie Hodgson

Embankment West Tower
101 Cathedral Approach
Salford
M3 7FB

Tel: 0330 343 8748

Email: admin@mhbike.co.uk

Website: www.mackenziehodgson.co.uk

**This policy and other associated documentation are also available in large print, audio and braille.
If you require these formats please contact Mackenzie Hodgson.**

Mackenzie Hodgson is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681.

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