

# Mackenzie Hodgson Personal Accident Insurance

## WHO IS YOUR INSURER?

This insurance has been arranged by Mackenzie Hodgson which is a trading name of Atlanta1 Insurance Services Ltd and is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, registered under number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Atlanta1 Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

## 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?

**We** have appointed URIS Group Limited to administer **your** policy and Direct Group Property Services to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

## 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	£10,000
Loss of sight	£10,000(50% for loss of sight in one eye)
Loss of speech	£10,000
Loss of hearing	£10,000 (50% for loss of hearing in one ear)
Loss of limbs	£10,000
Permanent total disablement	£10,000
<b>All subject to a maximum claim limit of £10,000 per person.</b>	

## 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 driver 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 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.

## 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.

## 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 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 POLICY

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, Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA4 1NU.

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.**

## INSURER'S 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, Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA4 1NU, 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: [specialist@directgroup.co.uk](mailto:specialist@directgroup.co.uk)  
 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.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **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](http://www.financial-ombudsman.org.uk).

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.

## 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.

### Data Protection

#### UK General Insurance Ltd Privacy Notice

**We** are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "**you/your**" in this notice.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

#### UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their 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](http://www.fscs.org.uk).

## 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, South Yorkshire, DN4 5PL.

**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, is 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**

UK General Insurance Ltd on behalf of Great Lakes Insurance SE. We are the insurer for **your** policy.

**You/your**

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