



Helmet and Leathers Insurance

Insurance by bikers, for bikers

Helmet and Leathers Insurance Policy Wording

Who is Your Insurer?

This insurance has been arranged by Mackenzie Hodgson which is 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 provide cover in the event of an **accident** under **your motorcycle insurance policy**:

1. The repair cost of damaged **motorcycle clothing**; or
2. The replacement of **motorcycle clothing** if damaged beyond repair (in the same form and style) as new.

Benefits

In the event of a valid claim for the above events this policy covers and pays you the repair, replacement costs or replacement **motorcycle clothing** up to a maximum of the amount shown on **your policy schedule** (which will either be £1,500 or £2,500) in the **period of insurance**.

What is not Covered?

- The **excess** for **your** claim(s);
- Direct or indirect loss or damage to the **motorcycle clothing** caused by, contributed to, or arising from the following:
 - wear and tear or rot of any kind;
 - any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
 - theft;
 - accidental damage (other than as a result of a road traffic accident);
 - depreciation;
- Any loss of value after **we** have made a payment to settle a claim;
- Any loss of or damage sustained to any clothing or other property belonging to any other person, including your passengers;
- **We** will not pay the cost of replacing any undamaged **motorcycle clothing** forming part of a pair or set of the same type, colour or design if the damage happens to a particular area or specific part and a replacement cannot be matched;
- If the **motorcycle clothing** is insured under any other contract;
- 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 **accident** which occurs outside the **territorial limits**, or which occurs outside of the **period of insurance**;
- 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;

- Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted; or
- 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 cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (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.

The following conditions apply to your policy:

Conditions and Limitations

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 read this policy wording to check that the cause of the claim is covered and then follow the instructions below:

1. Contact the **administrator** on 0800 064 9808
2. They will provide **you** with a claim form including a list of the documents or evidence that is required e.g. proof of purchase.

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** expense, all the information **we** or they ask for about the claim eg. receipts.

- **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 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, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

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

It is the intention to give **you** the best possible service but if **you** have a complaint about the way in which **your** policy was sold to **you** please contact the agent who arranged this insurance on **your** behalf.

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **administrator** at:

Niche Claims
PO Box 1392
Preston
PR2 0XE

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.

Email: specialistclaims@davies-group.com.

Telephone: **0800 064 9808** (all calls are recorded for training, compliance, claims and counter fraud purposes).

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.

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.

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.

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 bureaus, 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.

Excess

The first £50 of each and every claim.

Insured Motorcycle

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

Motorcycle Clothing

Leather and synthetic clothing, helmet, boots and gloves, specifically designed and sold for protective use whilst riding a motorcycle that **you** own or are legally responsible for, whilst being worn by **you**.

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**.

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

This policy only provides cover for incidents that occur within the boundaries of the **United Kingdom** unless cover on the **motorcycle insurance policy** has been agreed to extend to Europe by Mackenzie Hodgson.

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.