

HELMETS AND LEATHERS INSURANCE POLICY

Thank you for choosing Acromas Insurance Company Limited for **your** helmets and leathers insurance.

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Please check that it meets **your** needs and that **you** understand it.

If **you** have any questions about this document, please contact **your** insurance adviser who will be pleased to help **you**.

If **you** are not satisfied with the cover provided by this insurance, please return the document to **your** insurance adviser within 14 days of receiving it. **We** will return any premium **you** have paid as long as **we** have not paid a claim.

Financial Services Compensation Scheme (FSCS)

If Acromas Insurance Company Limited is unable to meet its liabilities under this insurance, **you** may be entitled to compensation from the FSCS. A claim is protected for 90% without any upper limit. For compulsory types of insurance the claim will be met in full. **You** can get further information about the compensation scheme arrangements from the FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Acromas Insurance Company Limited registered office: 57-63 Line Wall Road Gibraltar. Registered Number 88716 (Gibraltar), UK branch address: Enbrook Park, Folkestone, CT20 3SE. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar, and is a member of the Association of British Insurers.

The contract of insurance

This document forms a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information **you** provided in **your** proposal form / statement of fact / statement of Insurance. The insurance provided by this document covers loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

The insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

Definitions

The following words or phrases have the same meaning whenever they appear in this document.

Europe

Mainland Europe including, Albania, Armenia, Andorra, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Eire, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Gibraltar, Greece, Herzegovina, Hungary, Iceland, Israel, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia, (West of the Ural Mountains), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Azores, Tunisia, Turkey, Ukraine, Vatican City.

Motorcycle clothing

Leather clothing, protective motorcycle clothing, boots, gloves and helmet that **you** own or are legally responsible for while being worn by **you**.

Period of insurance

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease.

United Kingdom

Great Britain (England, Scotland, Wales and Northern Ireland), the Isle of Man and the Channel Islands.

We, us, our

Acromas Insurance Company Limited.

You, Your

The Policyholder only.

What is covered?

Up to £500 for loss or damage to **motorcycle clothing** as a result of a motorcycle accident, anywhere in the **United Kingdom** and up to 90 days in **Europe** during the **period of insurance**.

Claims

If a claim occurs **you** must report it as quickly as possible. Please phone **us** on 0844 836 1095. The incident must also be reported to **your** motorcycle insurers.

We will pay the cost of the **motorcycle clothing** to the value of the purchase price, subject to the policy limit. **We** will take off an amount for wear and tear in respect of leathers, boots and gloves.

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.

We will not pay the first £50 of every claim.

General exclusions

The following exclusions apply to this insurance.

This insurance does not cover loss or damage to the **motorcycle clothing** caused by, contributed to, or arising from the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution or any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, moth, any cause that happens gradually, or mechanical or electrical breakdown.

- 5 Damage to a passengers **motorcycle clothing**.
- 6 Theft.
- 7 Accidental Damage (other than as a result of a motorcycle accident in the **United Kingdom** or **Europe**).
- 8 Any legal liability.
- 9 Racing, competitions, rallies, trials, speed testing, off-road or track days, courier and / or messenger services, hire or reward, use in the motor trade and business other than daily travel.


General conditions

The following conditions apply to this insurance.

1 Reasonable care

You must keep the **motorcycle clothing** in a good state of repair and take all reasonable care to prevent loss or damage.

2 Telling us about a change

You must tell **us** if **you** change **your** address. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. 

3 Claims

When a claim or possible claim occurs, **you** must tell **us** as quickly as possible. **You** must also report the claim to **your** motorcycle insurers.

You must give **us** at **your** own expense any proof of purchase, receipts or information **we** need.

4 Our rights after a claim

We may take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner. However, **you** must not abandon any **motorcycle clothing**.

Before or after **we** pay **your** claim under this insurance, **we** may take over or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **our** returning the premium.

6 Cancellation

Your right to change your mind

You may cancel the insurance, without giving reason, by contacting **your** Insurance Advisor and returning the insurance documents within 14-days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will refund any premium **you** have paid in full, as long as a claim has not been paid, or a claim is not likely to be made against **us**, otherwise the full premium is payable.

You may cancel this insurance by giving **us** written notice. No premium will be refunded after the 14 day period noted above.

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease.

We may cancel the insurance by sending **you** 14 days notice to **your** last known address.

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

7 Other insurance

If, at the time of any loss or damage covered under this insurance, **you** have any other insurance that covers the same loss or damage, **we** will only pay **our** share of the claim.

8 Data protection notice

Please read this notice carefully as it contains important information about the details **you** will give or have given **us**.

It is a condition of this insurance that **you** read and accept the terms of this data protection notice. **You** should show this notice to anyone covered by this insurance.

We will process the details **you** have provided in line with the Data Protection Act 1998 and other laws which may apply. **Your** information may also be processed outside of the European area. In all instances **we** make sure that **your** information has enough protection.

So that **we** can assess the terms of an insurance contract, or deal with any claims that may arise, **we** may need to share information such as **your** name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of **your** medical conditions or criminal convictions. **We** may pass this information to other organisations that **we** have carefully chosen as well as other companies within **our** group.

If **we** provide a credit facility for **you** to pay **your** premiums, **we** may share **your** information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money.

We share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

9 Insurance Underwriting

We examine the possible risk in relation to **your** prospective policy (or anyone else involved in the policy) so that **we** can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for **you** and members of **your** household;
- set price levels for **your** policy;
- confirm **your** identity to prevent money laundering; and
- check the claims history for **you** or any person or property likely to be involved in the policy or a claim at any time.

We may do this:

- when **you** apply for insurance;
- if there is an accident or a claim; or
- at the time **you** renew the policy.

10 Preventing or detecting fraud

We will share information about **you** with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing **your** accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud.

Insurers pass information to the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search these registers.

If **you** give **us** false or inaccurate information:

- it may mean **your** insurance policy or prospective insurance policy is not valid;
- **we** will pass details to fraud prevention agencies;
- law enforcement agencies may access and use this information; and
- **we** and other organisations may access and use this information to prevent fraud and money laundering.

11 Cheat line

To protect **our** policyholders **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can call them on their confidential cheat line on 0800 422 0421.

12 Keeping to legal responsibilities

Managing claims

If **you** make a claim, **we** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. **We** also may have to investigate **your** claim and conviction history.

Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may or may not result in a claim. When **you** tell us about an incident, **we** will pass information relating to it to IDSL.

13 Customer Satisfaction - our promise to you

We aim to provide a first-class service.

It is always **our** intention to provide the best possible standard of service, however if something does go wrong **we** would like to know about it, and **we** will do our best to resolve it for **you** as quickly as possible.

If **you** have a complaint about your policy there are several ways to contact **us**:

Phone: 0800 096 3610
Email: admin@sagaselect.co.uk
Post: Direct Choice, Ross Enterprise Centre, Ross Way, Folkestone, Kent, CT20 3UJ

If **you** have a complaint regarding **your** claim please call **us** on 01303 776778, or write to:

Claims Customer Care Department
PO Box 644
Folkestone
Kent
CT20 9BE

(Whether **you** are phoning or writing, please remember to quote **your** name, address and customer reference number as it will help **us** to deal with **your** enquiry or complaint quickly).

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action we are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

If **you** are not satisfied with **our** final response, **you** can ask the Financial Ombudsman Service to review **your** case.

Financial Ombudsman Service

The Financial Ombudsman Service resolves disputes in an independent and fair way. **You** can contact the Financial Ombudsman Service at:

Insurance Division Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR. Or call: 0300 123 9123 or 0800 023 4567. Email: complaint.info@financial-ombudsman.org.uk

Important Note

The Financial Ombudsman Service will only consider **your** complaint if **you** have already given **us** the opportunity to resolve the matter. However, if we have not provided a final response within eight weeks **you** can refer **your** complaint straight to the Financial Ombudsman Service.

(These procedures do not affect **your** rights to take legal action if necessary).