Personal Accident

How to make a claim

To make a claim on **your** Personal Accident policy, please call the number listed in **your motorcycle insurance policy confirmation of cover letter**, 24 hours a day 365 days a year.

Upon registration of **your** claim, **your** Personal Accident claim will be handled on the insurer's behalf by Davies Group Limited.

Your Personal Accident policy

It's important that **you** read this wording and **your confirmation of cover letter** to make sure that everything **you've** told **us** is correct.

Please note the policy 'Definitions' section is located at the end of this document, 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 confirmation of cover letter** in a safe place in case **you** need to look at them later.

This insurance has been arranged by URIS Group Limited and 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**.

What is covered

What we will cover	What we will not cover
 If you get injured in an accident that happens within the territorial limits, we will provide payment for the following: If the injury results in death, loss of limb, or loss of sight in one or both eyes within one year of the accident, and the accident is the only cause of the injury, we will pay the specified claim limit of £5,000. If the injury leads to permanent total disablement (excluding loss of sight or loss of limb), we will pay the specified claim limit of £5,000. If you need to stay overnight in a hospital bed due to the accident, we will pay £100 for each overnight stay in hospital, up to a maximum of 30 days. This means staying in a hospital bed from midnight to 7am. We will provide coverage for emergency dental treatment that is solely aimed at relieving immediate pain, up to £250 within 7 days of the accident. We will provide cover for physiotherapy, up to £500, for up to 5 sessions with a qualified professional. We will provide cover for stress counselling, up to £500, for up to 5 sessions with a qualified professional. We will provide cover for personal belongings, which are damaged during the accident, up to £150. 	 Anyone not wearing a helmet and appropriate protective clothing at the time of the accident, except when mounting or dismounting the motorcycle. Death or bodily injury caused by suicide or attempted suicide. Any claim where the insured person was committing an offence or breaking the law at the time of an accident. Disability or bodily injury that happened before the period of insurance. Any accident which happens outside the territorial limits. Any accident that happens when the insured person is riding a class of vehicle for which they do not hold a valid licence. Claims where your motorcycle was being used for any of the following are not covered: a) Dispatch, courier and messenger services, or food delivery. b) Racing, pace making or being in any contest or speed trial. c) Riding on any racetrack, circuit or derestricted toll roads. d) Trials (apart from where your motorcycle is travelling on a road that the public have access to). Any claim resulting from: a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear fuel or from any nuclear fuel; or b) Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

Conditions applicable to the entire policy

- 1. Your motorcycle insurance policy must be up to date and valid for this coverage to apply.
- 2. 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.
- 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.
- 4. You must take reasonable steps to safeguard against loss or additional exposure to loss.
- 5. 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.
- 6. 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.
- 7. We have the right to approach any third party in relation to your claim.
- 8. 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.

General Conditions

Consumer Insurance Act

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

- a) 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.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct.
- c) 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.

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 <u>https://cifas.org.uk/fpn</u> and <u>https://insurancefraudbureau.org/privacy-policy</u>.

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: <u>data.protection@collinsongroup.com</u> 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 <u>https://ico.org.uk/</u>.

• 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.

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 Personal Accident policy, you can do so by:

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter.

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 Insurances (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.

Customer service & complaints procedure

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or you wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact the provider of **your motorcycle insurance policy** by:

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter.

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: <u>specialistclaims@davies-group.com;</u>
- Telephone: 0333 091 8952 Monday to Friday 9am to 5pm, excluding bank holidays;
- Write: 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

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 <u>www.fscs.org.uk</u> or by telephoning 0207 741 4100.

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.

Accident	An unexpected event that happens while you are riding
Accident	An unexpected event that happens while you are riding, mounting/dismounting, or making any emergency roadside repairs to your motorcycle .
Administrator	URIS Group Limited at 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, DN4 5RA. Davies Group Limited handle claims on behalf of the insurer .
Bodily Injury	A physical injury to the body caused directly and solely by an accident, excluding intentional self-inflicted injuries and injuries resulting from sickness or disease.
Confirmation of Cover Letter	The separate document we send you that includes details about you and what you are covered for.
Consultant	A person other than you , a member of your immediate family or an employee of yours , who is qualified as a consultant in the branch of medicine to which the bodily injury relates.
Incident	The event that gave rise to a claim under this insurance policy which occurred during the period of insurance.
Loss of Limb(s)	Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot that in the opinion of a consultant will not be recovered.
Loss of Sight	The permanent and total loss of sight which is considered as having happened: In both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).
Loss of Use	The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a consultant specialising in that area.
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 confirmation of cover letter or that you own or are authorised to ride.
Period of Insurance	The period stated on your confirmation of cover letter that this policy is in force for.
Permanent Total Disablement	Disablement which entirely prevents you or the insured person 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 consultant , shows no sign of ever improving.
Personal Belongings	Clothes and articles of a personal nature likely to be worn, used or carried.
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).
We/Us/Our/Insurer	Collinson Insurance.
You/Your/Insured Person	The person named on the confirmation of cover letter and any other authorised rider who is permitted to drive the motorcycle under the motorcycle insurance policy or any authorised passenger on the motorcycle whilst you or the authorised rider is driving.

Helmet and Leathers

How to make a claim

To make a claim on **your** Helmet & Leathers policy, please call the number listed in **your motorcycle insurance policy confirmation of cover letter**, 24 hours a day 365 days a year.

Upon registration of **your** claim, **your** Helmet & Leathers claim will be handled on the **insurer's** behalf by Davies Group Limited.

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 insure**r 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.

Your Helmet and Leathers policy

It's important that **you** read this wording and **your confirmation of cover letter** to make sure that everything **you've** told **us** is correct.

Please note the policy 'Definitions' section is located at the end of this document, 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 confirmation of cover letter** in a safe place in case **you** need to look at them later.

This insurance is arranged by URIS Group Limited and 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**.

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.

What is covered

What we will cover	What we will not cover
 What we will cover 1. 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 replacing your helme & motorcycle clothing with items of the same form and style. 2. The most we will pay under this policy is the annual claim limit of £500. Once this limit is reached, the policy is automatically cancelled 	 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.

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.

General Conditions

• Consumer Insurance Act

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

- a) 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.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct.
- c) 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.

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 <u>https://cifas.org.uk/fpn</u> 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: <u>data.protection@collinsongroup.com</u> 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 <u>https://ico.org.uk/</u>.

• 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.

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:

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter

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 Insurances (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.

Customer service & complaints procedure

We always strive to provide excellent service. However, if you have a complaint, please follow these steps.

Questions or complaints about the sale of your policy

If you have a question or concern about, or you wish to make a complaint about, how your policy was sold to you (including the information you were given before you bought the policy), or about the general service you received, please in the first instance contact the provider of your motorcycle insurance policy by:

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter.

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: <u>specialistclaims@davies-group.com;</u>
- Telephone: 0344 264 0085 Monday to Friday 9am to 5pm, excluding bank holidays;
- Write: 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: <u>complaint.info@financial-ombudsman.org.uk</u>

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 <u>www.fscs.org.uk</u> or by telephoning 0207 741 4100.

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 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, DN4 5RA. Davies Group Limited handle claims on behalf of the insurer .
Annual Claim Limit	The most we will pay in the period of insurance is £500, including up to £250 for any damage to helmet & motorcycle clothing for your passengers riding on the insured motorcycle .
Confirmation of Cover Letter	The separate document we send you that includes details about you and what you are covered for.
Excess	£25. The amount you must pay for every claim.
Helmet & Motorcycle Clothing	The protective clothing, helmet, boots and gloves that you or your passengers own or are legally responsible for, while you or your passengers 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 .
Policy	your motorcycle.
Policy Motorcycle Insurer	your motorcycle.An authorised and regulated UK motorcycle insurer.The motorcycle shown on your confirmation of cover letter or that
Policy Motorcycle Insurer Motorcycle	 your motorcycle. An authorised and regulated UK motorcycle insurer. The motorcycle shown on your confirmation of cover letter or that you own or are authorised to ride. The period stated on your confirmation of cover letter that this
Policy Motorcycle Insurer Motorcycle Period of Insurance	 your motorcycle. An authorised and regulated UK motorcycle insurer. The motorcycle shown on your confirmation of cover letter or that you own or are authorised to ride. The period stated on your confirmation of cover letter that this policy is in force for. 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
Policy Motorcycle Insurer Motorcycle Period of Insurance Territorial Limits	 your motorcycle. An authorised and regulated UK motorcycle insurer. The motorcycle shown on your confirmation of cover letter or that you own or are authorised to ride. The period stated on your confirmation of cover letter that this policy is in force for. 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). Where a third party has already paid for the cost of replacement or

FEB25(V)

UK Roadside Breakdown Cover

How to make a claim

To make a claim on **your** breakdown policy, please call the number listed in your insurance policy **confirmation of cover letter**, opening hours are 24 hours a day 365 days a year.

Making a claim is easy, please follow the 4 steps below;

- 1. Read this policy booklet to check that the cause of the breakdown is covered;
- 2. Have to hand the motorcycle details such as registration number, make, model, colour, transmission type, etc;
- 3. Detail the location of where the motorcycle has broken down, including road numbers or names or nearby landmarks;
- 4. Give us details of any **motorcycle** modifications which may be relevant to the recovery of **your motorcycle**.

Whilst **we** hope that all journeys will be incident free, should the **motorcycle** break down, please make sure **you** call from a place of safety and please stay with the **motorcycle** until a rescue vehicle arrives.

If you have hearing/speech difficulties, you can use our SMS text messaging service on 07860 057 893.

Your Motorcycle Breakdown Policy

This policy booklet combined with **your motorcycle insurance policy** confirms cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions, contained in this booklet. Please note that once **you** have paid **your** insurance intermediary **we** treat it as having been received by **us**.

Important

Please keep this policy booklet, together with **your motorcycle insurance policy**, 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 **your** insurance intermediary. If **your motorcycle insurance policy** is cancelled for any reason, this policy will also be cancelled.

This policy booklet is a legally-binding contract of insurance between **you** (the insured) and **us** (**Trinity Lane Insurance Company Limited**). 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, and **we** have agreed to insure **you** under the terms, conditions and exceptions contained in this policy booklet.

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

Your insurer

This policy has been underwritten by **Trinity Lane Insurance Company Limited. Trinity Lane Insurance Company Limited** is registered in Gibraltar based at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, and is 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. It is subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available on request. FCA Register number 929608. **Trinity Lane Insurance Company Limited** has appointed Hadleigh Breakdown to manage claims and complaints on their behalf.

Claims conditions

Please note that you are responsible for the cost of any parts fitted and any repairs not carried out at the scene of the breakdown.

If the **motorcycle** cannot be used as a result of a breakdown which occurs during the course of a journey, **we** will arrange and pay for the services, as shown below. Cover will apply to any person riding the **insured motorcycle**. Please note that this cover is designed to help keep the rider and the **pillion passenger** mobile during the journey. It is not a replacement for a **motorcycle insurance policy** and does not provide cover for bodywork repairs.

Language and Law Applicable

This insurance is written in English and any communication **we** send **you** about it will be in English. The law of England and Wales will apply to this contract unless **you** and **we** agree otherwise or at the start date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

UK Cover

We will provide cover for breakdowns which occur during the period of insurance and within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

General Exceptions

These general exceptions apply to the whole insurance. This insurance does not cover the following:

- 1. Any legal responsibility arising directly or indirectly from acts of terrorism, as defined in the UK Terrorism Act 2000.
- 2. Any result of war, riot, revolution or any similar event.
- 3. Direct or indirect loss, damage or legal responsibility caused by, contributed to or arising from:
 - an earthquake;
 - riot or civil commotion in Northern Ireland or outside the United Kingdom (unless we need to provide cover to meet the minimum insurance needed by law);
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - carrying any dangerous substances or goods which you need a licence from the relevant authority for (unless we need to provide cover to meet the minimum insurance needed by law); or
 - pressure waves caused by aircraft or other flying objects.

General Conditions

- 1. We will only provide the cover described in this insurance if:
 - Anyone involved in or making a claim has met all the conditions in this policy booklet; and
 - The information **you** have given is, as far as **you** know, correct and complete.
- 2. Your premium is based on the information you gave at the start of this insurance and when it is renewed. If you have failed to give us complete and accurate information, this could lead to us refusing a claim or this insurance not being valid. 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. If false, fraudulent or exaggerated information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 3. This insurance only applies to **you** and cannot be transferred to anyone else.
- 4. This insurance only covers the **motorcycle** specified in **your motorcycle insurance policy**. **You** must tell **your** insurance intermediary about any change of m**otorcycle** immediately.
- 5. The motorcycle must have an MOT (unless exempt), be taxed, insured and registered in the United Kingdom.
- 6. You must make sure that the motorcycle is in a safe and roadworthy condition at all times and it has been regularly maintained and serviced in accordance with the manufacturer's recommendations. You must keep all vouchers, invoices and receipts as evidence.
- 7. You must take all reasonable steps to prevent a breakdown, and the motorcycle must not be used in an unsafe or unroadworthy condition or until any necessary repairs have been carried out.
- 8. If temporary repairs are carried out, such fault must then be immediately rectified before commencing a new journey.
- 9. If towing a trailer, this must also carry a roadworthy and accessible spare wheel at all times. The spare wheel must be fitted with a roadworthy tyre. If locking wheel nuts are fitted **you** must also carry the key/tool to remove them.
- 10. You must take reasonable care for the safety and supervision of the **motorcycle** and if loss or damage occurs whilst it is in the care of a transport company, authority, repairer, car park or premises, the loss or damage must be reported, in writing, to such transport company, authority, repairer or premises.
- 11. You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly or indirectly out of financial incapacity will not be covered.
- 12. If a breakdown occurs (whether or not you need assistance), you must immediately tell the Breakdown Control Centre.
- 13. If recovery is required, the **motorcycle** must be accessible. Any costs incurred as a result of the recovery operator not being able to load the **motorcycle** is not covered.
- 14. Breakdown assistance or recovery will only be provided if **you** or a rider stays with the **motorcycle** until a rescue vehicle arrives.
- 15. You must keep all vouchers, invoices and receipts and other documents which may be relevant to a claim. Any claims must be notified in writing, as soon as possible, and in any event within 14 days to The Breakdown Control Centre, Hadleigh Breakdown, Unit 6, Lake Meadows Business Park, Woodbrook Crescent, Billericay, Essex, CM12 0EQ, supplying such information, details and documentary evidence as the administrators and/or the insurers may require.
- 16. Any documentary evidence and details we may require must be provided at your expense (or your legal representative's expense).
- 17. If **we** incur additional costs beyond the scope of cover which applies, **you** must reimburse these on demand and within 14 days. If assistance is requested whilst cover is not in force **we** may include a handling charge of no more than £200.
- 18. If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.
- 19. If **we** accept a claim but disagree with the amount due to **you** the matter will be passed to an arbitrator who **we** both agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

Cancelling your policy

If you decide to cancel your Breakdown policy, you can do so by;

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury, BS35 2JX

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter.

Your right to cancel in the cooling off period

You can cancel within 14 days from the day of purchase or the day on which **you** receive **your** documentation, whichever is the later. The 14-day period applies to new policies and the renewing of existing policies. During this time, and providing a claim has not occurred, **you** will be entitled to a full refund of the premium.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside **your motorcycle insurance policy**, if **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled by **us**. **We** also reserve the right not to offer renewal of this cover.

We or your insurance intermediary may cancel this insurance by sending 7 days' notice, in writing, to your last known address. This insurance may be cancelled because:

you have not paid the premium;

you or anyone else covered by this insurance has not met the terms and conditions of this insurance;

you have not provided documentation requested by us or your insurance intermediary;

a change in your circumstances means we can no longer provide cover;

you have committed fraud;

you misrepresent or fail to disclose information that is relevant to this insurance; or

you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

Customer service & complaints

Questions or complaints about the sale of your policy

If you have a question or concern about, or wish to make a complaint about, how your policy was sold to you (including the information you were given before you bought the policy), or about the general service you received, please in the first instance contact your insurance intermediary by:

- Live Chat;
- Writing to : Europa House, Midland Way, Thornbury, BS35 2JX

Contact methods can be found in your motorcycle insurance policy confirmation of cover letter.

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

We, Trinity Lane Insurance Company Limited, are authorised and regulated by the Gibraltar Financial Services Commission ("GFSC") to underwrite General Insurance business.

We want to provide you with a high-quality service at all times. If you want to make a complaint about your insurance, or us, the complaints procedure is as follows.

The first step is to contact **our** Quality Department who will review **your** case. The address is: Hadleigh Breakdown, Unit 6, Lake Meadows Business Park, Woodbrook Crescent, Billericay, Essex, CM12 0EQ. Telephone 0330 123 1305. Email:<u>quality@hadleighbreakdown.co.uk</u>

If you are not satisfied with their response you should email: <u>quality@trinitylane.net</u>. Alternatively, you can write to: General Manager, Trinity Lane Insurance Company Limited, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar. When you do this, please quote your document number as it will help us deal with your complaint quickly.

If we cannot settle the complaint to your satisfaction, you can contact: The Financial Ombudsman Service, Customer Contact Division, Exchange Tower E14 9SR. Phone: 0800 023 4 567. Email: <u>complaint.info@financial-ombudsman.org.uk</u>

We are bound by the Financial Ombudsman's decision, but you are not.

Following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

As we 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 policy 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 <u>www.fscs.org.uk</u>

We 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.

Call Recording

To help us to provide a first class service we may record your phone calls.

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 intermediary. Any data protection queries or concerns should be directed in the first instance to **your** insurance intermediary.

Your Data

Data provided to **your** insurance intermediary 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 reinsurers, insurance reference bureaus, fraud detection agencies, 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 insurance intermediary 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.

Definitions

Breakdown – mechanical or electrical failures/breakages; flat batteries; punctures; out of fuel; contaminated or wrong fuel used; ignition keys lost, stolen or locked in the **motorcycle**; or damage caused by accident, vandalism, theft or attempted theft which renders the **motorcycle** immobile.

Confirmation of cover letter

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

Document of insurance – this policy booklet together with your motorcycle insurance policy.

Home, home address – the place where the motorcycle is normally kept.

Motorcycle, insured motorcycle – the vehicle specified in your motorcycle insurance policy (or reported to and accepted by us), which must be a motorcycle, quad or trike insured by us. All other types of vehicle are not covered. This cover extends to any multibike policies confirmed by your insurance intermediary.

Motorcycle insurance policy – the document showing the **motorcycle we** are insuring, which was issued by **your** insurance intermediary.

Period of insurance – means the date on which **you** selected **your** breakdown policy to start. The period of insurance will run until **your motorcycle insurance policy** is due for renewal or will end when **your motorcycle insurance policy** is cancelled, voided or not taken up.

Pillion passenger – means up to 1 additional pillion passenger.

Trinity Lane Insurance Company Limited – your insurer which is 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.

United Kingdom - within the mainland of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our – Trinity Lane Insurance Company Limited.

You, your - the person named as 'the Insured', including named riders as detailed in your motorcycle insurance policy.