

# HELMET AND LEATHERS INSURANCE



IN THE EVENT OF A CLAIM PLEASE CALL  
**01279 940448**  
**bikesure.co.uk**

AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY

# WELCOME

## Thank you for choosing Trinity Lane Insurance Company Limited for your helmet 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 broker 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 broker within 14 days of receiving it.

We will return any premium you have paid as long as we have not paid a claim.

### **Demands & Needs Statement**

This policy is suitable for somebody who is looking for a policy to cover the cost (up to the cover limit shown on your schedule) of replacing their helmet and leathers in the event of a motorcycle accident.

### **Complaints**

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you have any cause to complain about your insurance, or us, please contact your insurance broker who arranged the insurance for you.

Having contacted your broker, if you are still not satisfied with the way a complaint has been dealt with, you should write to

General Manager  
Trinity Lane Insurance Co. Ltd  
First Floor  
Grand Ocean Plaza  
Ocean Village  
Gibraltar

When you do this, quote your insurance document number, as it will help us to deal with your complaint promptly.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (FOS). The address is:  
The Financial Ombudsman Service  
Customer Contact Division Exchange  
Tower  
London E14  
9SR

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

## **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 are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The FSCS provides 90% compensation for claims arising out of non-compulsory insurance. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## **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 for 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.

This 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.

Signed for and on behalf of Trinity Lane Insurance Company Limited

## **About This Document**

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance, which can be found in the insurance document.

## **Insurer**

Trinity Lane Insurance Company Limited which is authorised and regulated by the Gibraltar Financial Services Commission.

## **Type of Insurance and Cover**

Cover for loss or damage to motorcycle clothing as a result of a motorcycle accident anywhere in the;

- British Islands
- Any country which is a member of the European Union
- Any country which has made arrangements to meet the insurance conditions of, and are approved, by the commission of the European Union.

Two cover limits are available; your schedule of insurance will show your limit of cover.

- £1,500 in any one policy period
- £3,000 in any one policy period

## Definition

Motorcycle clothing, leather clothing, protective motorcycle clothing, armoured protective clothing, kevlar clothing, boots, gloves and helmet that you own or are legally responsible for while being worn by you.

## Settling Claims

We will decide whether to pay the cost of repairing motorcycle clothing, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. 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 insurance does not cover claims arising from wear and tear, radioactive contamination or war, or damage to a passenger's motorcycle clothing, theft or accidental damage (other than as a result of a motorcycle accident), racing, competitions, rallies, trials, speed testing or track days.

## General Conditions

You must keep the motorcycle clothing in a good state of repair.

You must advise us as soon as possible after a claim occurs.

## Period of Insurance

The insurance offered is normally a 12-month contract, which may be renewed each year.

Renewal will be subject to the terms and conditions that apply at the time of renewal.

## Cancellation

You may cancel the insurance at any time by sending us written notice and returning the insurance documents. There will be no refund of premium.

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

## Your Right to Change Your Mind

You may cancel the insurance, without giving reason, by sending us written notice 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 your premium 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.

# Making A Claim

## How to Claim

If a claim occurs you must report it to us as soon as possible.  
Please phone us on 01279 940448.

## Definitions

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

### Motorcycle clothing

Leather clothing, protective motorcycle clothing, armoured protective clothing, kevlar 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 the Insured persons motorcycle insurance policy. In the event of cancellation / non renewal of the Insured person's motorcycle insurance policy, all cover under this insurance will cease.

### British Islands

British Islands is England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands.

### We, us, our

We, us, our, is Trinity Lane Insurance Company.

### You, your

You, your, is The Policyholder only.

## What is Covered

Up to the level of cover specified on your schedule for loss or damage to motorcycle clothing as a result of a motorcycle accident, anywhere in;

- The British Islands.
- Any country which is a member of the European Union.
- Any country which has made arrangements to meet the insurance conditions of, and are approved by, the commission of the European Union.

## Claims

If a claim occurs you must report it as soon as possible. Please phone us on 01279 940448. The incident must also be reported to your motorcycle insurers. We will decide whether to pay the cost of repairing motorcycle clothing, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. 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 direct or indirect 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 and 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. Indirect loss of any kind.
6. Damage to a passenger's motorcycle clothing.
7. Theft.
8. Accidental Damage (other than as a result of a motorcycle accident in the British Islands, any country which is a member of the European Union or any country which has made arrangements to meet the insurance conditions of, and are approved by, the commission of the European Union.)
9. Any legal liability.
10. Racing, competitions, rallies, trials, speed testing or track days.

## General Conditions

### 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 or if there is any change in the information given to us that is relevant to this insurance. If you do not, your insurance may not be valid or may not cover you fully. If you are not sure whether any information is relevant, you should tell us anyway.

### 3. Claims

When a claim or possible claim occurs, you must tell us as soon 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 your premium.

## **6. Cancellation**

This insurance runs concurrently with your Motorcycle Insurance Policy. In the event of cancellation/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. No premium will be refunded. 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. If you have agreed to pay your premium by instalments, the following will apply.**

- If you do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, you must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If you do not pay the amount you owe within these 14 days, we will cancel the remaining cover under this insurance by sending you 14 days notice, as shown in General Condition 6. We will then send you confirmation of the cancellation.
- If any extra premium is needed during the period of insurance, it will be spread out over the remaining instalments due for that period of insurance. If you have already paid all your instalments, you must immediately pay any extra premium when it is due.
- If we owe you any return of premium, the amount we owe may be taken off the instalments due for the remaining period of insurance.

## 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.

### Your Data

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.

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**MORE THAN JUST BIKE INSURANCE**

For Home Insurance Call **0808 077 2266**

For Car Insurance Call **0800 081 8989**

For Van Insurance Call **0800 089 0203**

For Caravan Insurance Call **0800 089 0203**

For Motorhome Insurance Call **0800 081 8989**

**BIKESURE INSURANCE SERVICES**

East Winch Hall, East Winch, King's Lynn,  
Norfolk, PE32 1HN

Customer Service: **0344 381 6503**

[www.bikesure.co.uk](http://www.bikesure.co.uk)

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