



## Policy of Insurance

### Helmet & Leathers Insurance

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Territorial Limits**.

#### DEFINITIONS

The words or expressions detailed below have the following meaning whenever they appear in this **Policy** in **bold**.

|                                |   |
|--------------------------------|---|
| <b>Administrator</b>           | Acasta Europe Limited which is based at Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA, 0800 668 1350.  |
| <b>Claims Administrator</b>    | M B & G Insurance Services which is based at Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle upon Tyne, NE28 9NZ, 0191 259 6378.   |
| <b>Excess</b>                  | The first £50.00 of every claim   |
| <b>Motorcycle Clothing</b>     | Leather and non-leather clothing, helmet, boots and gloves that <b>You</b> own or are legally responsible for, whilst being worn by <b>You</b>  |
| <b>Period of Insurance</b>     | 12 calendar months from the date of inception of this insurance as detailed on the <b>Policy Schedule</b>   |
| <b>Policy Schedule</b>         | The document issued to <b>You</b> which details your name, home address and vehicle.  |
| <b>Sum Insured</b>             | As stated in your <b>Policy Schedule</b>  |
| <b>Territorial Limits</b>      | England, Scotland, Wales, the Channel Islands, Isle of Man, Northern Ireland and a maximum of 45 days in the European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein, Andorra and Isle of Man also within the Territorial Limits where the cover available under Your Motor Insurance Policy when the Vehicle is in the European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein, Andorra and/or Isle of Man is the same as or equivalent to the cover You would have enjoyed if the Vehicle had been in the UK, or the Channel Islands. |
| <b>Wear and Tear</b>           | Damage or deterioration resulting from ordinary use. For <b>Motorcycle Clothing</b> over 12 months old, a deduction for wear and tear will be made for each year or part year from the date of manufacture.   |
| <b>We / Us / Our / Insurer</b> | Acasta European Insurance Company Limited<br>5/5 Crutchett's Ramp, Gibraltar, GX11 1AA<br><b>00350 200 74684   <a href="http://www.acastainsurance.gi">www.acastainsurance.gi</a></b><br><b>VERSION DBT V3.0 10/04/2015</b>   |



**You / Your / Yourself**

The person by whom or on whose behalf the premium has been paid and who is named on the **Policy Schedule**

**Data Controller**

The **Insurer**, who determines the purposes and means of processing **Your** personal data.

**THE COVER**

1. **We** will cover damage to **Motorcycle Clothing** as a result of a motorcycle accident only, providing such accident occurs within the **Territorial Limits**.
2. **We** will pay the cost of repair or to replace the **Motorcycle Clothing** if it is damaged beyond repair (in the same form and style) as new as a result of a motorcycle accident only.
3. The most **We** will pay under this section is the **Sum Insured**.

Once a claim has been settled and as long as **You** take all measures suggested by **Us**, **We** will not reduce the **Sum Insured**.

There will be no additional premium charged for this.

**CONDITIONS**

1. **We** will only provide the cover described in this insurance if anyone claiming has met all the conditions in this document.
2. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - i. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
  - ii. To make sure that all information supplied as part of **Your** application for cover is true and correct;
  - iii. 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.
3. 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.
4. If **You**, or anyone acting on **Your** behalf, provide false or stolen documentation in support of a claim, **We** will not pay the claim and this insurance will end.
5. All reasonable steps must be taken to protect **Your Motorcycle Clothing** from loss or damage and to maintain it in a good state of repair.
6. In the event of a claim, **We** reserve the right to examine **Your** possessions on request at any reasonable time.
7. **We** can:
  - i. Take over, conduct, defend or settle any claim; and
  - ii. Take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.

**We** will take this action in **Your** name or in the name of anyone else covered by this insurance.

**You** must co-operate with **Us** on any matter which affects this insurance.

8. When a claim or possible claim occurs, **You** must tell **Us** as soon as possible.
9. **You** must give **Us** any proof of purchase, receipts or information **We** need.



10. **We** may take possession of the damaged **Motorcycle Clothing** and deal with any salvage in a reasonable manner. However, **You** must not abandon the **Motorcycle Clothing** to **Us**.
11. **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 policy. 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.
12. 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.

## EXCLUSIONS

1. This policy does not cover direct or indirect loss or damage to the **Motorcycle Clothing** caused by, contributed to, or arising from the following:
  - i. Theft;
  - ii. Accidental damage (other than as a result of a road traffic accident);
  - iii. Depreciation;
  - iv. Wear and tear or rot of any kind;
  - v. Any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
  - vi. 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;
  - vii. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorism or military or usurped power;
2. This policy will not cover any loss of value after **We** have made a payment to settle a claim.
3. The **Excess**, which will be payable by **You** in respect of each claim;
4. **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.
5. This policy will not cover any loss of or damage sustained to any clothing or other property belonging to any other person, including **Your** passengers.
6. If the **Motorcycle Clothing** is insured under any other contract.
7. A reduction for **Wear and Tear** will be made in respect of **Motorcycle Clothing**.
8. Claims where **Your** motorcycle is being used for any of the following are not covered:
  - i. Dispatch, courier and messenger services, or food delivery;
  - ii. Racing, pace making or being in any contest or speed trial. (Road safety rallies and treasure hunts will be covered);
  - iii. Riding on any race track, circuit or de-restricted toll roads;
  - iv. Trials (apart from where **Your** motorcycle is travelling on a road which the public has access to).
9. Any accident which occurs outside the **Territorial Limits**.

## CLAIMS

To notify a claim please call our claims department immediately on 0191 259 6378.

Please quote "Helmet and Leathers" in all communications.

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Or you can write to our **Claims Administrators** at: Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle upon Tyne, NE28 9NZ

Your details will be passed to our claims team who will handle your claim. Any queries in relation to your claim, after the initial notification, should be directed to the claims team.

## CANCELLATIONS

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please write to the **Sales Agent** within 14 days of issue and **We** will cancel the policy. The cancellation period provided within **Your** policy is inclusive of the statutory 14 day period which begins on the commencement date or 14 days from the date **You** receive **Your** policy documentation, whichever is the later.

Thereafter, **You** may cancel the insurance cover at any time by informing the **Sales Agent** however no refund of premium will be payable.

The **Insurer** 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. Fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions

If the **Insurer** cancels this policy, subject to no successful claims being made by **You** during the **Policy Period** and provided the premium has been made in full, **You** will be entitled to a refund of the proportionate part of the premium corresponding to the un-expired **Policy Period**.

## COMPLAINTS

**We** will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to **Us**. To enable **Us** to deal with any concerns swiftly, **We** have made arrangements for these to be dealt with in the UK by **Our Administrator** which is authorised and regulated in the UK by the Financial Conduct Authority

Website: [www.acastaeurope.co.uk](http://www.acastaeurope.co.uk).

Please write to:

Acasta Europe Limited  
Anglia House  
Carrs Road  
Cheadle  
Cheshire  
SK8 2LA

Or **You** can either email **Us** at [info@acastaeurope.co.uk](mailto:info@acastaeurope.co.uk) or phone **Us** on 0800 668 1350. Details of the Acasta Europe  
5/5 Crutchett's Ramp, Gibraltar, GX11 1AA

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Limited Complaints Handling process will be sent to **You** on request

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

**You** can also contact the Financial Ombudsman Service on 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect **Your** right to take legal action.)

## FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## DATA PROTECTION ACT

**We** are the **Data Controller** for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

**We** and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

**We** process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

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#### **GOVERNING LAW**

This insurance is governed by English law.