

# Your Contract of Insurance

## Helmets and Leathers Insurance

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Your Helmets & Leathers Insurance is arranged by ALAIB Limited T/A ALA Insurance Brokers & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ALAIB Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

### IMPORTANT

It is important that **You** check **Your Policy Schedule** to ensure that the information that **You** have provided to **Us** is accurate. Please take the time to read the contents of this **Policy** to ensure that **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions. This **Policy** wording and **Your Policy Schedule** are important documents; please keep them in a safe place in case **You** need to refer to them for any reason.

## Cover Provided

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### What is Covered

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 as per the limit of indemnity which is shown on **Your Policy Schedule**.

Once a claim has been settled and as long as **You** take all reasonable measures suggested by **Us**, **We** will not reduce the **Sum Insured**. There will be no additional premium charged for this.

## Policy Conditions

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1. **We** will only provide the cover described in this insurance if anyone claiming has met all the conditions in this document.
2. **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:
  - 2.1 fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
  - 2.2 Fails to reveal or hides a fact likely to influence the cover **We** provide;
  - 2.3 makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
  - 2.4 sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
  - 2.5 makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
  - 2.6 makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.
3. 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. 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.
4. 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
5. In the event of a claim **We** reserve the right to examine **Your** possessions on request at any reasonable time.
6. **We** can:
  - 6.1 take over, conduct, defend or settle any claim; and
  - 6.2 take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.

- 6.3** We will take this action in **Your** name or in the name of anyone else covered by this insurance.
- 6.4** You must co-operate with **Us** on any matter which affects this insurance.
7. When a claim or possible claim occurs, **You** must tell **Us** as soon as possible.
8. **You** must give **Us** at **Your** own expense any proof of purchase, receipts or information **We** need.
9. **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**.
10. **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.
11. 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.
12. For Motorcycle Clothing over 12 months old a deduction for Wear and tear will be made for each year or part year from the date of manufacture, based on the following scale:
- Up to 12 months old – 0%
  - 12-24 months old – 10%
  - 24-36 months old – 20%
  - 36-48 months old – 30%
  - 48-60 months old – 40%
  - More than 60 months old – 50%.

## Policy Exclusions

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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:
- 1.1 Any direct or indirect consequence of:
    - 1.1.1 Irradiation, or contamination by nuclear material; or
    - 1.1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
    - 1.1.3 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
  - 1.2 Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
  - 1.3 Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
  - 1.4 Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
  - 1.5 wear and tear or rot of any kind;
  - 1.6 any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
  - 1.7 theft;
  - 1.8 accidental damage (other than as a result of a road traffic accident);
  - 1.9 depreciation.
2. This policy will not cover any loss of value after **We** have made a payment to settle a claim.

3. **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.
4. 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.
5. If the **Motorcycle Clothing** is insured under any other contract.
6. Claims where **Your** motorcycle is being used for any of the following are not covered:
  - 6.1 Dispatch, courier and messenger services, or food delivery;
  - 6.2 Racing, pace making or being in any contest or speed trial. (Road safety rallies and treasure hunts will be covered);
  - 6.3 Riding on any race track, circuit or de-restricted toll roads;
  - 6.4 Trials (apart from where **Your** motorcycle is travelling on a road which the public has access to).
7. Any accident which occurs outside the **Territorial Limits**.

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## How to Make a Claim

If **you** wish to notify **us** of a claim please contact the **Claims Administrator** at

Specialist Claims

Direct Group Ltd

PO BOX 1192

Doncaster

DN1 9PU

Tel: 0344 893 1022

Email: [specialistclaims@directgroup.co.uk](mailto:specialistclaims@directgroup.co.uk)

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

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## Cancellation

If **you** decide that for any reason, this **Policy** does not meet **your** insurance needs then please return it to the **Administrator** within 30 days of issue. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel **your Policy** after 30 days, **you** can do so at any time by contacting the **Administrator**. **You** will be entitled to a pro-rata refund of premium provided that **you** have paid **your** annual premium in full. Where **you** have made a claim and wish to cancel **your Policy** **you** will not be entitled to any refund. Please note that cancellations will not be backdated.

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:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **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.

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## Definitions

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

**Administrator:** ALA IB Ltd T/A ALA Insurance Brokers are responsible for the registration of **your Policy**. ALA IB Ltd T/A ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304.

**Claims Administrator:** Specialist Claims, Direct Group Ltd, PO BOX 1192, Doncaster, DN1 9PU Tel: 0344 893 1022 Email: specialistclaims@directgroup.co.uk

**Insurer, We, Us, Our:** UK General Insurance Limited on behalf of Great Lakes Insurance SE.

**Money:** Coins and bank notes used as legal tender, postal and money orders, luncheon vouchers, cheques and traveller's cheques, trading and saving stamps, savings bonds and certificates, travel tickets, gift vouchers, current postal stamps (which do not form part of a collection), debit and credit cards, banker's drafts, giros, unused units in franking machines, sales vouchers or purchase invoices, credit tokens or credit top-up cards.

**Motorcycle Clothing:** Leather and non-leather clothing, helmet, boots and gloves that **You** own or are legally responsible for, whilst being worn by **You**.

**Period of Insurance:** 12 calendar months from the date of inception of this insurance as detailed on the **Policy Schedule**

**Policy Schedule:** The document issued to **You** which details your name, home address and vehicle.

**Sum Insured:** £1,000 (one thousand pound).

**Territorial Limits:** 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.

**Wear and Tear:** For Motorcycle Clothing over 12 months old a deduction for wear and tear will be made.

**You, Your, Yourself:** The person by whom or on whose behalf the premium has been paid.

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## Customer Service / Complaints

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It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below

For complaints regarding the sale of Your Policy, In the first instance please contact:

ALA IB Limited trading as ALA Insurance Brokers  
Unit 3  
Park Farm Courtyard  
Easthorpe  
Malton  
YO17 6QX

Tel: 01653 916304

Email: [customersupport@ala.co.uk](mailto:customersupport@ala.co.uk)

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the third working day, ALA IB Limited trading as ALA Insurance Brokers will pass it to:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

For complaints regarding a claim under Your policy:

In the first instance please contact the Claims Administrator.

Direct Group Ltd  
PO BOX 1193  
Doncaster  
DN1 9PW

Telephone: 0344 893 1022

Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06047.

If Your complaint about Your Claim cannot be resolved by the end of the third working day, Direct Group Ltd will pass it to:

The Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, You have the right to make [a complaint](#) to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

## Consumer Insurance Act

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

1. 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**;
2. to make sure that all information supplied as part of **your** application for cover is true and correct;
3. tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

## Compensation Scheme

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Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act 1998

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Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## Governing Law

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Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.