



Policy Wording for Helmet and Leathers Insurance

INTRODUCTION

Thank **You** for choosing Sabre Direct for **Your Helmet and Leathers Insurance**. Sabre Direct is a trading name of Sabre Insurance Company Limited. All references to Sabre Insurance Company Limited in this **Policy** mean Sabre Direct. This **Policy** wording gives full details of **Your** cover and forms part of the overall **Policy** along with **Your Statement of Insurance** and **Schedule**. Please also refer to the **Policy** Terms and Conditions and to the separate Administration Services Contract which sets out certain additional services that **We** may provide to **You**. Please keep all documents safe.

YOUR DUTY TO NOTIFY US OF INFORMATION AND IMPORTANT CHANGES

This is a legally binding contract of **Indemnity** between **You** and **Us**. Under the terms of the Consumer Insurance (Disclosure and Representations) Act, **You** must ensure that **You** take care to:

- Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under this **Policy**.
- Make sure that all information supplied as part of **Your** application for cover is true and correct.
- Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers as required under the Act may mean that **Your Policy** is invalid and that it will not operate to protect **You** in the event of a claim.

CHOICE OF LAW

This contract shall be subject to the law of England and Wales unless **You** are a resident of Scotland, Northern Ireland or the Isle of Man, in which case the law of the country will apply. Any reference to European Law or Regulation will include any equivalent and/or subsequent UK Law or Regulation.

Signed for and on behalf of: SABRE INSURANCE COMPANY LTD (**Authorised Insurer**)

A handwritten signature in blue ink, appearing to be "C. P. [unclear]", written over a horizontal line.

Chief Executive Officer (Authorised Signatory)

HOW TO CLAIM

To ensure that **You** receive the best possible service **We** ask **You** to report all accidents, thefts or other losses using the **24hr Claims Helpline** as soon as is reasonably possible and, in any event, within 48 hours of the accident or loss occurring. When doing so **You** will be advised of the service **We** can provide and what steps **You** need to take to gain maximum benefit from **Your Policy**.

24hr Claims Helpline: **0330 024 9852**

Calling from abroad: **+44330 024 9852**

Email: **claims@sabredirect.co.uk**

When submitting **Your** claim, **You** will be asked to supply the evidence of purchase and photographs of the items prior to damage along with proof of the damage.

Our settlement calculations will be based on either the original price of or the current retail price for replacement items of the same or similar specification.

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DEFINITIONS

Annual Claim Limit - The most **We** will pay in the **Period of Insurance** as shown in **Your Policy Schedule**.

Certificate of Motor Insurance - Evidence that the **vehicle** is insured as required by **Road Traffic Law**.

Helmet and Motorcycle Clothing/Helmet and Leathers - The protective clothing, helmet, boots and gloves that **You** own and are legally responsible for while **You** are wearing them.

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 **Us** to **You** for **Your Motorcycle**.

Motorcycle/Your Motorcycle - The **Motorcycle** shown on the **Statement of Insurance, Certificate of Motor Insurance** and **Schedule** which **You** are authorised to ride.

Period of Insurance - The duration of this **Policy** as shown in the **Schedule**.

Policy - The contract of insurance between **Us**, the **Insurer**, and **You**, the **Policyholder**.

Policyholder - The person or company in whose name the insurance **Policy** is held.

Renewal - when **You** opt to continue **Your** insurance **Policy** with **Us** beyond **Your** initial **Period of Insurance**.

Rider - A person who holds the appropriate licence to ride a **Motorcycle**.

Schedule - The **Schedule** should be read in conjunction with the **Policy**. It provides details of **You**, **Us**, the **Motorcycle**, cover, endorsements, premium and excesses where applicable.

Statement of insurance - The form containing the information **You** have disclosed and declared as accurate for the purposes of entering into this insurance contract.

United Kingdom - England, Wales, Scotland, Northern Ireland and the Isle of Man.

Waived or Reimbursed - Where a third party has already paid for the cost of replacement or repair of **Your Helmet and Motorcycle Clothing**.

We/Us/Our/Insurer - Sabre Insurance Company Limited trading as Sabre Direct.

You/Your - The person shown as the **Policyholder** in the **Schedule**.

WHAT WE COVER

This **Policy** covers for damage to **Your Helmet and Motorcycle Clothing** where damage is caused by a **Motorcycle** accident and only where **We** provide cover under **Our Sabre Direct Motorcycle Insurance Policy**. If the damage is repairable, **We** will cover the cost of repairs. If the item is damaged beyond repair, **We** will cover the cost of replacing **Your Helmet and Motorcycle Clothing** with items of the same form and style.

You must have proof of purchase for **Your Helmet and Motorcycle Clothing** and must take photographs of each item.

The most **We** will pay under this **Policy** is the **Annual Claim Limit** of £1,500 as detailed in **Your Policy Schedule**. Once this limit is reached then the **Policy** is automatically cancelled.

WHAT WE DO NOT COVER

We shall not be liable for:

1. claims for **Helmet and Motorcycle Clothing** where **You** are unable to provide the requested proof of purchase and/or photographs of the items.
2. fair wear and tear of any kind.
3. claims arising from gradual causes like, but not limited to, fungus, rot or vermin.
4. claims arising from theft or attempted theft.
5. accidental damage that is not the result of a road traffic accident.
6. loss of or damage to **Helmet and Motorcycle Clothing** where **You** are riding a class of **Motorcycle** for which **You** do not hold a valid licence.
7. damage to clothing that does not belong to **You**.
8. the cost of replacing any undamaged **Helmet and Motorcycle Clothing** forming part of a pair or a set.
9. items such as jeans, t-shirts, socks or backpacks which are not protective **Helmet and Motorcycle Clothing**.
10. payment for any loss of value after **We** have made a payment to settle the claim.
11. claims where **Your Motorcycle** is being used for any of the following:
 - a) dispatch, courier or messenger services, or food delivery.
 - b) racing formally or informally against motorists, pace making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road event, or as a result of "road rage", suicide or any other deliberate act.
 - c) any unlawful activity or if **You** are under the influence of drink or drugs.
12. any claim which happened before this insurance was inception.
13. any claim that has been **Waived or Reimbursed**.
14. any claim resulting from war and/or terrorism.
15. any claim resulting from:
 - a) any legal liability of whatsoever nature directly or indirectly caused by, contributed to, or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - b) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from any consequential loss.

CONDITIONS OF THIS POLICY

1. **Your Helmet and Leathers Policy** will remain in effect for the **Period of Insurance** or until **Your Annual Claim Limit** is reached; 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. Dual insurance – **We** will not pay a claim if any loss, damage or liability covered under this **Policy** is also covered under any other insurance.
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 the **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**.
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 claims 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, the **United Kingdom**, and/or all other jurisdictions where **We** transact business.

CANCELLING YOUR POLICY

Cooling off period

You have the right to cancel this **Policy** within 14 days of the date of issue of documentation. **We** will refund **You** any premium **You** have paid to **Us** subject to no claims having been made.

If **You** decide to cancel this cover **You** can do so by emailing **Us** or via **Your** customer account.

Cancelling outside the cooling off period

You have the right to cancel this **Policy** after 14 days and **We** will give a pro-rata return of premium for the unexpired portion of the **Policy** subject to no claims having been made.

Cancellation by Us

We shall not be bound to accept **Renewal** of any insurance and, may at any time, cancel this insurance **Policy** by giving 7 days' notice in writing via email where there is a valid reason to do so. A cancellation letter will be sent to the email address **We** have on file.

Reasons why **We** may cancel **Your Policy** include but are not limited to:

- a) Where the main Sabre Direct insurance **Policy** is cancelled.
- b) Where **We** reasonably suspect fraud.
- c) Non-payment of premium.
- d) Threatening and abusive behaviour.
- e) Non-compliance with **Policy** terms and conditions.
- f) Where **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 serious non-disclosure, **We** may cancel the **Policy** immediately and backdate 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 of inception.

If **We** cancel the **Policy** and/or any additional covers **You** will receive a refund of any premiums **You** have paid to **Us**, 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 Insurance (Disclosure and Representations) Act 2012.

COMPLAINTS PROCEDURE

What to do if you wish to complain

Our goal is to give excellent service to all **Our** customers, but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if you complain?

Your complaint will be acknowledged within two working days, **We** aim to resolve all complaints within five working days. Once an assessment and full investigation of **Your** concerns has been made, **We** will respond with a decision. Most of **Our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update and give **You** an expected date of response. An investigation of **Your** complaint will be carried out at a senior level and a final decision given.

If **You** are dissatisfied with **Our** final decision, **You** can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve it, and **You** are a private **Policyholder**, so please follow the steps below. If, however, **We** do not resolve **Your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **We** are bound by the decision of the FOS, **You** are not. If **You** continue to remain dissatisfied, **We** recommend that **You** take independent legal advice. Following the complaint procedure in this **Policy** does not affect **Your** right to take legal action.

The Next Steps

Step 1

Seek resolution by contact with **Us**.

If **You** are disappointed with any aspect of the handling of **Your** insurance, **We** would encourage **You** to contact the department concerned. **You** can write, email or telephone, whichever suits **You**, and ask **Us** to review the problem. An investigation of **Your** complaint will be carried out at a senior level and a final decision given.

Telephone: **0330 024 8045**
Email: complaints@sabre.co.uk

Step 2

Refer **Your** complaint to the Financial Ombudsman Service at the address below:
Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

From landlines call: 0800 023 4567
Website: <http://www.financial-ombudsman.org.uk>

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

You are covered by the Financial Services Compensation Scheme (FSCS) and may be entitled to compensation from the scheme if **We** cannot meet **Our** financial obligations. This depends on the type of insurance **You** have and the circumstances of **Your** claim. Further information about compensation scheme arrangements is available from the FSCS by visiting the FSCS website at <https://fscs.org.uk> or by phoning 0800 678 1100 or writing to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

DATA PROTECTION

We are governed by the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR), legislation which is applicable to the **United Kingdom**. Under this legislation **We** have to advise **You** how **We** may use **Your** details and tell **You** about the systems that **We** have in place to detect and prevent fraudulent applications and claims.

Information **You** supply may be used by **Us**, **Our** associated companies and agents and by reinsurers for the purposes of administering **Your Policy**. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing **Our** compliance with any regulatory rules or codes.

Your information may also be used for offering **Renewal**, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the DPA and GDPR define as sensitive (such as driving licence information, medical history or criminal convictions). In assessing, investigating, handling and administering any claims made, **we**, or **Our** agents or investigators appointed by **Us** to assist in the processing of any claim **You** have presented may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy or repossessions) and DVLA. These checks may also be carried out at the new business and/or **Renewal** stage. **We** may review certain personal data and sensitive personal data about **You** and also the **Rider** of **Your Motorcycle** who was involved in the **Incident** giving rise to the claim, if different. Such personal data and sensitive personal data may include names, addresses, telephone numbers, occupations, genders, dates of birth, driving licence details, details of any relevant accidents (including details of medical histories), details of thefts and details of criminal convictions or endorsements. This information may also be used for the purposes of crime prevention in connection with claims, (e.g. the prevention of theft and/or fraud), assessing liability in respect of claims and to ensure that claims have been properly represented.

Information may also be shared with other insurers either directly or via those acting for **Us** (such as loss adjusters or investigators). **You** should show this notice to any **Rider** covered or proposed to be covered under this **Policy**. By purchasing this **Policy You** signify **Your** explicit consent and the explicit consent of all relevant **Riders** to such information being processed by **Us** and **Our** agents and investigators for the purposes set out above. With limited exceptions, **You** and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about **You**. **Our** full privacy **Policy** can be found at <https://sabredirect.co.uk/privacy-Policy>.

FRAUD PREVENTION

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest **Policyholders**. In order to protect **Your** interests, and the interests of the vast majority of **Our Policyholders**, **We** fully investigate all claims, and where Fraud is detected, **We** report to the authorities under the Proceeds of Crime Act 2022 (POCA).

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by Motor Insurers' Bureau (MIB). The aim is to help insurers to check the information provided and also to prevent fraudulent claims. When **Your** request for insurance is dealt with, the registers will be searched. Under the conditions of **Your Policy**, **We** must be told about any **Incident** (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information **You** supply together with any other information relating to the claim, will be put on the register and made available to participants. It is **Our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities.
- managing credit and credit related accounts or facilities & recovering debt.
- checking details on proposals and claims for all types of insurance.
- checking details of job applicants and employees.

Please contact **Us** on **0330 024 4773** if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use information recorded by fraud prevention agencies from other countries.

You may report information confidentially, in respect of bogus/fraudulent claims, to the Cheatline on **0800 422 0421**. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at <https://www.insurancefraudbureau.org>. All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

Sabre Direct is a trading name of Sabre Insurance Company Limited. Any reference to Sabre Direct in this **Policy** wording will mean Sabre Insurance Company Limited as the ultimate **Insurer**

Registered in London No 2387080

Registered and Administrative Office: Sabre House, 150 South Street, Dorking,
Surrey RH4 2YY

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

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