



Helmet and Leathers

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Collinson Insurance. This cover is provided to **you** in return for payment of the premium.

To make a claim:

Call: 0333 043 1329

Email: claims@coplus.co.uk

Online claims form: helmetandleathers.coplus.co.uk

Address: Coplus, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Claim must be reported as soon as possible.

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Who does it cover?

The individual person named on the **policy schedule**.

Key requirements

- The policyholder must have a motorcycle insurance policy throughout the duration of the Helmet and Leathers insurance policy;
- Damage to the **motorcycle clothing** must occur within the **territorial limits**.

Your responsibility

You are required by the provision of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions **your** broker or agent may ask as part of **your** application for cover under the policy.
- Make sure that all information supplied as part of **your** application for cover is true and correct.
- Tell **your** broker 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 **your** broker or agent asks 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.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.

Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.

Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.

How to make a claim

In the event of a claim, please contact **us**, giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: **0333 043 1329**

Email: claims@coplus.co.uk

Online claims form: helmetandleathers.coplus.co.uk

Or **you** can write to **us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Claims must be reported to **us** as soon as possible.

In order for **us** to help **you** more efficiently, please quote 'Helmet and Leathers' in all communications.

The claims line is open 24 hours a day, 365 days a year to assist **you**.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

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 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

How to make a complaint

If **you** have a complaint, please follow the guidance below and **we** will provide assistance as soon as possible:

If **your** complaint is about the sale of the policy contact the broker who sold **you** the policy.

If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager
 Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA
 Telephone: **0333 043 1329**
 Email: qualityteam@coplus.co.uk

We will respond to **your** complaint within eight 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 not happy 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,
 London,
 E14 9SR.

Tel: **0800 023 4567** (free for people calling from a landline) or **0300 1239 123**
 Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme, if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning **020 7741 4100**.

Sanctions

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.

Definitions

The following words shall have the meaning given below wherever they appear in bold in this document.

Wording	Meaning
Excess	The first £25 of each and every claim.
Insurer	Collinson Insurance.
Motorcycle Camera	A micro video camera, bullet camera or camera accessories that are attached to you .
Motorcycle Clothing	Leather and non-leather clothing, boots, gloves and helmet including the motorcycle camera that you own or are legally responsible for, whilst being worn by you .
Period of Insurance	The period of 12 calendar months beginning with the date of inception of this policy as detailed on the policy schedule .
Policy Schedule	The document issued to you .
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands, Isle of Man and up to a maximum of 45 days in any period of insurance in the rest of the European Union, Iceland, Norway, Switzerland, Liechtenstein, and Andorra.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
We, Our, Us	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
Wear and Tear	Damage or deterioration resulting from ordinary use. 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. Refer to Policy Condition point 2, Wear and Tear deductions for full details.
You, Your	The person by whom or on whose behalf the premium has been paid and who is named on the policy schedule .

Cover	
What is covered?	What is excluded?
✓ The insurer will cover damage to motorcycle clothing including any motorcycle camera as a result of a motorcycle accident only, providing such accident occurs within the territorial limits. ✓ The insurer 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 a result of a motorcycle accident only. ✓ The maximum amount payable under your policy is the sum specified in your policy schedule (including VAT) in any one period of Insurance.	✗ We will not pay claims for direct or indirect loss or damage to the motorcycle clothing arising from or associated with: a. Theft; b. Accidental damage (other than as a result of a road traffic accident); c. Wear and tear and general depreciation, rot or any other gradually operating cause including but not limited to fungus, mildew, insect or vermin, atmospheric or weather conditions; ✗ The excess, which will be payable by you in respect of each claim; ✗ 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; ✗ A reduction for wear and tear will be made in respect of motorcycle clothing, unless the item is a helmet, then no deductions will be made; ✗ Loss or damage to the motorcycle camera if it is not attached to you; ✗ Claims made outside the period of insurance.

Policy conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. Claims

- a. **You** must advise **us** as soon as possible of any claim or incident that might give rise to a claim.
- b. **You** must be able to provide proof of ownership for any item being claimed against this policy. Failure to provide proof of ownership will result in the claim being denied, with one exception pertaining solely to the helmet;
 - i. In the case of a damaged helmet for which **you** are unable to provide proof of ownership, **you** must be able to provide photographs clearly showing the helmet's damage. Upon verification of the helmet's condition through these photographs, **we** will look to cover the cost of a replacement helmet, either of equal value to the original or up to a maximum of £300, whichever amount is less.
- c. In the event of a claim the **insurer** reserves the right to:
 - i. examine any damaged **motorcycle clothing** on request at any reasonable time;
 - ii. take over any claim or proceedings at any time and conduct them in **your** name to enforce **your** rights or obtain an indemnity from other parties that **you** may become entitled to;
 - iii. request any proof of ownership, receipts or information as necessary from **you**;
 - iv. take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner, however, **you** may not abandon the **motorcycle clothing** to the **insurer**.
- d. If at the time of the claim **you** are found to have any other insurance which also provides cover for damaged **motorcycle clothing**, the **insurer** will only pay a proportionate share of **your** claim.
- e. **You** must respond to **us** promptly in all matters relating to a claim.

2. Wear and Tear deductions

Over 1 year old – 10% deduction
Over 2 years old – 20% deduction
Over 3 years old – 30% deduction
Over 4 years old – 40% deduction
Over 5 years old – 50% deduction
Deduction capped at 50%

We want **you** to know that **our** assessment of **your** items and any deductions for **wear and tear** is based on a fair evaluation. **We** understand that some of **your** belongings might be considered special or in unique condition. If **you** consider **your** items fit into this category and request a more personalised assessment, kindly notify **us**. **We** will then require supplementary documentation from **you** to ascertain their age, value and condition.

General exclusions

1. This policy will not cover any loss of value of the **motorcycle clothing** after **we** have made a payment to settle a claim;
2. **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;
3. Claims occurring where **you** are riding a motorcycle or are a pillion passenger on a motorcycle which is being used for any of the following:
 - a. Dispatch, courier and messenger services, or food delivery;
 - b. Racing, pace making or being in any contest or speed trial. (Road safety rallies and treasure hunts will be covered);
 - c. Riding on any race track, circuit or de-restricted toll roads;
 - d. Trials (apart from where **your** motorcycle is travelling on a road which the public has access to).
4. Any damage to **motorcycle clothing** caused by an accident which occurs outside the **territorial limits**;
5. Loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b. Computer viruses.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, 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 30 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 suspects 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 accurate and complete answers to the questions **we** ask.
- f. **You** do not or are not willing to co-operate in the event of a claim.

If the **insurer** cancels 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 the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** 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. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

Arbitration Clause

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Renewals

If **you** wish to renew this insurance policy, please contact **your** broker who will be able to discuss **your** requirements.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Governing law

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.

Collinson Insurance Privacy Notice

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.

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 www.cifas.org.uk/fpn and www.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: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ 7BU

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 <https://ico.org.uk/>.