



Helmet and Leather Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to **you** in return for payment of the premium.



Policy Wording

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

CONTENTS

General information

Important information	page 1
How to make a claim	page 1
How to make a complaint	page 2
Our regulator	page 2
Data protection	page 2
Renewal procedure	page 3
Choice of law and jurisdiction	page 3
Contracts (Rights of Third Parties) Act 1999	page 3
Use of language	page 4
Financial Services Compensation Scheme	page 4
Other formats	page 4
General definitions	page 4-5
Cover	page 5
Policy Conditions	page 5-6
Exclusions	page 6-7

How to make a claim

To notify a claim please call our claims department immediately.

CALL: **0333 043 1329**

Please quote "Helmet and Leathers" in all communications.

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

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

Motorplus
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

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.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.



If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** via the address and telephone number shown above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: Telephone: **0800 023 4 567**
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. Any information that **you** provide to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services including claims handling it is highly likely that **we** will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claim handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 2.



Telephone calls

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

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Renewal procedure

The term of **your** Helmet and Leather policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy 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.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and **us**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without **our** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.



Other formats

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

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Administrator, We,

Our, Us: Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich, NR2 2AL

Excess: The first £50 of each and every claim

Insurer: UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE.

Motorcycle Clothing: Leather and non-leather protective clothing, helmet, boots and gloves 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** which details **your** name, home address and vehicle.

Territorial Limits: England, Scotland, Wales, the Channel Islands, Isle of Man, Northern Ireland 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 where **you** have cover available under **your** motor insurance policy when **your** vehicle is in these countries.

Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

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.

You, Your: The person by whom or on whose behalf the premium has been paid and who is named on the **policy schedule**



Cover

The **insurer** will cover damage to **motorcycle clothing** 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 new as a result of a motorcycle accident only.

The maximum amount payable under **your** policy is £1,500 (including VAT) in any one **period of Insurance**

Policy Conditions

1. Claims

- a) **You** must advise **us** as soon as possible of any claim or incident that might give rise to a claim;
- b) 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 purchase, receipts or information as necessary from **you**;
 - iii) 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**.
- c) 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.
- d) **You** must respond to **us** promptly in all matters relating to a **claim**.

2. 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 later. This is called the 'cooling off period'. On the condition that no claims have been made or are pending, **the insurer** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will 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 for **the insurer** to cancel this insurance policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.



If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

- 1) **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;
- 2) The **excess**, which will be payable by **you** in respect of each claim;
- 3) This policy will not cover any loss of value of the **motorcycle clothing** after **we** have made a payment to settle a 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) A reduction for **wear and tear** will be made in respect of **motorcycle clothing**;
- 7) Claims occurring where **your** motorcycle 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).



- 8) Any damage to **motorcycle clothing** cause by an accident which occurs outside the **territorial limits**;
- 9) Irradiation or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- 10) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 11) 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.