

GoSkippy

INSURANCE

Helmet and Leathers

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

Policy Wording

Who is covered?

The person named on the policy schedule.

What criteria apply?

- 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**.

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 care to:

- a) 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;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) 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.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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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:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich

NR1 3PA

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** at:

Coplus Complaints Department
MB&G Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Wallsend
NE28 9NZ

Telephone: 0191 258 8187

If your complaint about your claim cannot be resolved by the end of the third working day, your complaint will be passed to:

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

Tel: 0345 218 2685 or Email: customerrelations@ukgeneral.co.uk

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: 0800 023 4 567 or Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited 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.

Motorplus Limited t/a Coplus 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 from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

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>

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.

Renewal procedure

The term of **your** Helmet and Leathers 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 the **insurer**.

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 the **insurer's** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance 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.

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

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behalf of Great Lakes Insurance 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 .
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.
We, Our, Us:	Motorplus Limited t/a Coplus.
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**

General 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**;
 - 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**.
- 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 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 the **insurer** 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** or **your** insurance broker ask.

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.

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

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; or
- 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 then **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.

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 **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).
- 8) Any damage to **motorcycle clothing** cause by an accident which occurs outside the **territorial limits**;
- 9) Any direct or indirect consequence of:
 - 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

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unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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