

For bikers who love biking

# Your Policy Document HELMET & LEATHERS INSURANCE

# **Policy Summary**

#### **HELMET & LEATHERS - POLICY SUMMARY**

Please refer to your statement of cover, which shows whether you have helmet & leathers cover, along with your policy schedule, which shows the start and end dates of your policy.

**key**facts

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance; so please take time to read the policy document to make sure you understand the cover it provides.

#### Insurer:

UK General Insurance Limited on behalf of: Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire S053 3YA.

UK General Insurance Limited is authorised ad regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting 0800 1116768.

Summary of Features & Benefits	Details & Limits	Policy Section
Protective clothing, helmet, boots and gloves are covered for damage resulting from a motorcycle accident	Up to £1,500	<b>Cover Provided</b> [page 6]
Significant exclusions	<ul> <li>This policy does not cover damage to motorcycle clothing caused by, contributed to, or arising from the following: <ol> <li>Theft;</li> <li>Accidental damage (other than as a result of a road traffic accident);</li> <li>Depreciation, wear and tear; or</li> <li>Rot of any kind;</li> <li>Any gradually operating cause including but not limited to fungus, mildew, insect or vermin.</li> </ol> </li> <li>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.</li> <li>A reduction for wear and tear will be made in respect of motorcycle clothing.</li> <li>Claims where your motorcycle is being used for any of the following are not covered: <ol> <li>Dispatch, courier and messenger services, or food delivery;</li> <li>Racing, pace making or being in any contest or speed trial;</li> <li>Thials (apart from where your motorcycle is travelling on a road which the public has access to).</li> </ol> </li> </ul>	Policy Exclusions [page 8]
Excess	All claims are subject to a £50 excess	Policy Exclusions [page 8]

# **Policy Summary**

#### Information You Provide & Changes In Your Circumstances:

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

- supply accurate and complete answers to all the questions BeMoto may ask as part of your application for cover under the policy;
- to 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 in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

#### **Cancellation rights:**

If you decide that for any reason, this policy does not meet your insurance needs then please contact BeMoto. You can cancel your policy at any time and different conditions apply depending on when cancel your policy. The 'Cancellation' section (page 9) of this document provides full details of these.

#### Claims:

To make a claim, call our 24/7 claims helpline 01285 626020. Please see the 'Claims Handling' section (page 8) of this document for full details of what to do in the event of a claim.

#### **Complaints**:

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the procedure below.

Complaints regarding the sale of your policy should be directed to: BeMoto, PO Box 1338, Peterborough, PE1 9RU, tel: 01733 907000, email: complaints@bemoto.uk

Complaints regarding <u>a claim on your policy</u> should be directed to: Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Tel. 01285 626020.

If your complaint cannot be resolved by BeMoto or Trent Services Limited by the end of the next working day, it will be passed to: The Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Leeds, LS10 1RJ. Telephone: 0345 218 2685. Email: customerrelations@ukgeneral.co.uk

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone: 0300 123 9 123.

#### Financial Services Compensation Scheme (FSCS)

Ageas Insurance Limited 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

## Contents

Policy Summary	Key Facts	2
Definitions	Words with special meaning in this document	5
Your Contract of Insurance		6
Cover Provided		6
Policy Conditions	The conditions that apply to whole of this policy	7
-		
Policy Exclusions	The exclusions that apply to whole of this policy	8
Claims Handling		8
Cancellation		9
Complaints		10
•		
Data Protection Act 1998	Show this to anyone else you have given information about	12

### Definitions

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

#### BeMoto, We, Us, Our

**BeMoto** is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058 Registered office: Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

#### Geographic Limits

England, Scotland, Wales, the Channel Islands, Isle of Man, Northern Ireland and any country which is a member of the European Union and in any country which the Commission of the European Communities is satisfied has made arrangements to meet Article 8 of EC Directive number 2009/103/EC on insuring civil liabilities arising from using a motor vehicle.

You can find more information on the countries that follow the above EU Directive by visiting www.mib.org.uk

#### 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**.

#### **Policy Schedule**

The document issued to you which details your name, home address and vehicle.

#### Statement of Cover

The document issued to you which details whether you have helmet & leathers cover.

Sum Insured £1,500.

#### **UK General Insurance**

UK General Insurance Limited on behalf of Ageas Insurance Limited.

#### 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 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%

 $60\mathchar`- 50\%$ 

#### You, Your, Yourself

The person by whom or on whose behalf the premium has been paid and who is named on the Policy Schedule.

### Your Contract of Insurance

#### HELMET AND LEATHERS

Your Helmets and Leathers Insurance is arranged by: Moto Broking Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited.

Ageas Insurance Limited is registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire S053 3YA.

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

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/ systems-reporting/register or by calling them on 0800 111 6768.

#### **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 these terms and conditions. This policy wording, your Statement of Cover 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.

#### **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.

### **Cover Provided**

#### WHAT IS COVERED

- **1.** UK General Insurance will cover damage to motorcycle clothing as a result of a motorcycle accident only, providing such accident occurs within the geographic limits.
- 2. UK General Insurance 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 **UK General Insurance** will pay under this section is the **sum insured**.

Once a claim has been settled and as long as **you** take all measures suggested by **UK General Insurance**, **UK General Insurance** will not reduce the **sum insured**. There will be no additional premium charged for this.

# **Policy Conditions**

- **1. UK General Insurance** will only provide the cover described in this insurance if anyone claiming has met all the terms and conditions within this document.
- 2. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - i. Supply accurate and complete answers to all the questions **we** or **UK General Insurance** may ask as part of **your** application for cover under the policy;
  - ii. To make sure that all information supplied as part of your application for cover is true and correct;
  - iii. Tell **us** of any changes to the answers **you** have given as soon as possible.
- 3. Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.
- 4. If a claim is made which **you** or anyone acting on your behalf knows is false, fraudulent or exaggerated, **UK General Insurance** will not pay the claim and cover under this insurance will end.
- 5. If you, or anyone acting on your behalf, provide false or stolen documentation in support of a claim, **UK General Insurance** will not pay the claim and this insurance will end.
- 6. 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.
- 7. In the event of a claim, **UK General Insurance** reserves the right to examine your possessions on request at any reasonable time.
- 8. UK General Insurance can:
  - i. Take over, conduct, defend or settle any claim; and
  - ii. Take proceedings, at their own expense and for their own benefit, to recover any payment **UK General Insurance** have made under this insurance.

**UK General Insurance** will take this action in **your** name or in the name of anyone else covered by this insurance. **You** must co-operate with **us** on any matter which affects this insurance.

- 9. When a claim or possible claim occurs, you must notify the **BeMoto** claims line as soon as reasonably possible.
- **10. You** must give **UK General Insurance** any proof of purchase, receipts or information they need.
- **11. UK General Insurance** 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 **UK General Insurance**.
- 12. 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.
- 13. 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, **UK General Insurance** will only pay their share of the claim.

# **Policy Exclusions**

#### WHAT IS NOT COVERED

- 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:
  - i. Theft;
  - ii. Accidental damage (other than as a result of a road traffic accident);
  - iii. Depreciation, Wear and tear; or
  - iv. Rot of any kind;
  - v. Any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
  - vi. Radioactive contamination from ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment;
  - vii. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorism or military or usurped power;
- 2. This policy will not cover any loss of value after UK General Insurance have made a payment to settle a claim.
- 3. UK General Insurance 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. Each claim will be subject to a £50 excess.
- 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. If the motorcycle clothing is insured under any other contract.
- 7. A reduction for wear and tear will be made in respect of motorcycle clothing.
- 8. Claims where **your** motorcycle is being used for any of the following are not covered:
  - i. Dispatch, courier and messenger services, or food delivery;
  - ii. Racing, pace making or being in any contest or speed trial (road safety rallies and treasure hunts will be covered);
  - iii. Riding on any race track, circuit or de-restricted toll roads;
  - iv. Trials (apart from where your motorcycle is travelling on a road which the public has access to).
- 9. Any accident which occurs outside the geographic limits.

# **Claims Handling**

If you wish to notify **us** of a claim, please contact **BeMoto** claims line c/o Trent-Services (Administration) Limited on Tel. 01285 626020 or at: Trent-Services (Administration) Limited, Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD.

**UK General Insurance Limited** is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

### Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **BeMoto** within 14 days of issue. On the condition that no claims have been made or are pending, **we** will then refund the additional premium less a proportionate deduction for the time the insurer has provided cover.

If you wish to cancel your policy after 14 days, you can do so at any time by contacting **BeMoto**. If you have paid an additional premium for this policy, you will be entitled at any time to a pro-rata refund of premium provided that you have paid the annual premium in full and that no claims have been made or are pending. 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.

If this cover has been provided in **your** policy as standard (as shown in **your Statement of Cover)** this policy cannot be cancelled without cancelling **your** main motorcycle insurance policy.

If **you** cancel **your** underlying motorcycle insurance, this helmet & leathers cover will automatically be cancelled at the same time.

**UK General Insurance** 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. Fraud
- 2. Non-payment of premium
- 3. Threatening and abusive behaviour
- 4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### Complaints

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 <u>the sale of **your** policy</u>, please contact **BeMoto** who arranged this insurance for **you**. They can be contacted at: BeMoto PO Box 1338 Peterborough PE1 9RU

Tel: 01733 907000 Email: complaints@bemoto.uk

If **your** complaint cannot be resolved by the end of the next working day, **BeMoto** 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

For complaints regarding <u>a claim under your policy</u>, please contact: Trent-Services (Administration) Limited Trent House Love Lane Cirencester Gloucestershire GL7 1XD

Tel: 01285 626020

In all correspondence please state **your** full name, address and registration number and that **your** insurance is provided by **UK General Insurance Limited** and quote scheme reference 06157A.

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 Harbour Exchange Square London E14 9SR

Tel: 0800 023 4567 Mob: 0300 123 9 123

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.

#### COMPENSATION

Ageas Insurance Limited 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 or **you** can phone them on 0207 741 4100.

### Data Protection Act 1998

Please read this notice as it explains how **your** personal information is used. Please show this notice to anyone else **you** have given information about because it will also apply to them.

For the purpose of this section (Data Protection), all references to 'we, us and our' also refer to our agents acting on our behalf, and the term 'UK General insurance' also includes their agents and Ageas Insurance Ltd.

#### PERSONAL INFORMATION

Your personal information ('Personal Information') means any information held about you and anyone else connected to your insurance enquiry, quote or policy. Your personal information will be held for a reasonable time, on computer, paper file or other format, to ensure that a clear and complete history of insurance enquiries, quotes, policy records and transactions is maintained. It may also be used for research and analysis.

The Data Protection Act 1998 sets out the requirements for the control of **your personal information**. For the purposes of the Data Protection Act 1998, the Data Controller in relation to **your personal information** is Moto Broking Limited (trading as **BeMoto**). We will share **your personal information** with **UK General Insurance**, statutory bodies, regulatory authorities and other authorised bodies.

We and UK General Insurance may research, collect and use data about you from publicly available sources (including Electoral Register, County Court Judgements, bankruptcy, repossession information, social media and networking sites) and industry registers. We may do this at any time to assist in providing you with a quote, arranging your policy, making a mid-term adjustment, renewing your policy, reporting an incident or handling a claim.

For more information on the Data Protection Act **you** may also write to the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Telephone number 01625 545745

Your personal information may also be used or disclosed to regulators for the purposes of monitoring and keeping to any regulation. Occasionally, your personal information may be disclosed to selected third parties who are helping **us** to improve **our** services.

#### SENSITIVE PERSONAL DATA

Some of **your personal information** may include '**Sensitive Personal Data**', such as information about health issues and criminal convictions. We and/or UK General Insurance use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services to you, including claims. Sensitive personal data will not be used for marketing purposes.

#### **CREDIT SEARCHES**

We or UK General Insurance may ask Credit Reference Agencies to provide information to assess your application or renewal. This information helps to confirm your identity, allows us to give you a quote and decide which payment options to offer you, for example, monthly instalments.

**You** will see a record of this search if **you** request a credit report. No other organisation who may conduct credit searches will be able to see it. The search will not affect **your** credit record or credit rating in any way.

#### INFORMATION FROM INSURANCE INDUSTRY REGISTERS

Under the conditions of **your** policy, **you** must tell **us** about any incident, such as an accident or theft, which may give rise to a claim (even if it was not **your** fault) and whether or not **you** claimed for them. **We** or **UK General Insurance** may check various registers to validate **your** claims history or that of any other person or property associated with **your** policy or claim.

We or UK General Insurance may search a range of registers, including:

- Claims and Underwriting Exchange (CUE) Register run by Insurance Database Services Limited (IDS Ltd)
- Hunter Database, run by Experian and
- Motor Insurance Anti Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

When you tell us or UK General Insurance about an incident, we or UK General Insurance may pass this information to the registers.

#### HOW YOUR PERSONAL INFORMATION IS USED

#### 1. Insurance Administration, Renewal and Claims Handling

We will use your personal information to arrange and manage your policy and issue documents and information to you. UK General Insurance will use your personal information to assess your insurance application, handle underwriting and claims.

Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

If **you** move to a new broker or insurer, **we** may confirm certain details about **your** policy to them. **We** will only do this if **we** are sure it is a genuine request.

If you have given us your credit or debit card details, we may use this information to automatically renew your policy unless you have asked us not to.

#### 2. Preventing and Detecting Crime and Fraud

We and UK General Insurance may use your personal information to detect and prevent fraudulent applications and claims. The savings we make help us to keep premiums down.

We and UK General Insurance may check your personal information against a range of registers and antifraud databases for completeness and accuracy. We and UK General Insurance may also share your personal information with law enforcement agencies, other organisations and public bodies.

If we or UK General Insurance suspect fraud or find that false or inaccurate information has been given to us, appropriate action will be taken, which may include passing details to fraud prevention and law enforcement agencies.

We, UK General Insurance, and other organisations, including those from other countries, may use information recorded by fraud prevention agencies 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; or
- checking details of job applicants and employees

#### 3. Telling You about Other BeMoto Products and Services

We will never sell or pass your personal information to third parties for marketing purposes. We may contact you about other products and services that may be of interest to you, or for market research, unless you have asked us not to. We may contact you by post, telephone, text message, email or other appropriate means. We may use your personal information after your policy has lapsed. If you do not wish your personal information to be used for these purposes please let us know.

#### **OVERSEAS TRANSFER OF DATA**

We or UK General Insurance may process your personal information for the purposes mentioned above in countries outside of the European Economic Area which may not have laws to protect your personal information but in all cases it will be kept securely and will only be used for the purposes described.

#### FURTHER INFORMATION

If you would like further information on, or wish to complain about the way we or UK General Insurance use your personal information, please contact us.

You are entitled to receive a copy of your personal information that we hold. If you would like a copy, please contact us. We may charge a fee [see our Terms of Business] for providing a copy. Upon notification, we will correct or remove any information that is inaccurate and confirm this to you.

If **we** change the way that **we** use **your personal information**, **we** will let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

#### DEALING WITH OTHERS ON YOUR BEHALF

If your spouse, civil partner, partner or any other person (who we reasonably believe to be acting for you) call us and can answer our security questions, we will allow them to help you manage your policy or your claims. For your protection only you can cancel your policy or change the contact address, unless we have agreed with you or, in the event of your death, the executors of your estate.

#### MONITORING AND RECORDING

We and UK General Insurance may record or monitor calls for training, quality control and to prevent and detect fraud. We may also use CCTV recording equipment in and around **our** premises.

# This policy document and other associated documents are available in large print. If you need any of these please contact us on 01733 907000.

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058. Registered office: Ruthlyn House, 90 Lincoln Road, PE1 2SP. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

