



Your Policy Document

**HELMET & LEATHERS
INSURANCE**

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Introduction

Thank you for choosing 'Helmet & Leathers Insurance' for your helmet & motorcycle clothing. The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.

SELLING BROKER

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).

MARKETING INTERMEDIARY

Strategic Insurance Services Limited (FCA number 307133), which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Strategic Insurance Services Limited deals with the selling broker in relation to this insurance.

INSURER

This insurance is underwritten by **Astrenska Insurance Limited**. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

WHAT MAKES UP THIS POLICY?

This policy wording, the Statement of Cover and the Certificate of Motor Insurance must be read together as they form your insurance contract.

INSURING CLAUSE

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate you against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the Period of Cover or any subsequent period for which the insurer agrees to accept a renewal premium.

CONSUMER INSURANCE ACT

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

- a. Supply accurate and complete answers to all the questions we may ask as part of your application for cover under the policy.
- b. To 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.

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.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Definitions

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

Annual Aggregate Limit

£1,500 being the maximum amount payable in the **Period of Cover** as shown in **your Certificate of Motor Insurance**.

BeMoto, We, Us, Our

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Certificate of Motor Insurance

The document that proves **you** have the insurance **you** need by law. The certificate shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles.

Excess

Means the amount **you** are responsible for/have to pay under the terms of this policy, being the first £50 for each and every claim.

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.cobx.org

Helmet & Motorcycle Clothing

Means the protective clothing, helmet, boots and gloves that **you** or a **named rider** own or are legally responsible for, whilst being worn by **you** or a **named rider**.

Imminent Claim

Means an **incident** that could give rise to a claim under this policy that **you** are or were aware of prior to the inception date of this policy.

Incident

Means the event that gave rise to a claim under this insurance policy, which occurred during the **period of cover**.

Motorcycle Insurance Policy

Your insurance policy issued by an authorised and regulated **motorcycle insurer** to **you** in respect of **your motorcycle**.

Motorcycle Insurer

Means an authorised UK motorcycle insurer.

Motorcycle

The motorcycle(s) as declared on **your Certificate of Motor Insurance** of which **you** are the owner or which **you** are authorised to ride.

Named Rider(s)

Riders named on **your Certificate of Motor Insurance** under Section 5 "Persons or classes of persons entitled to drive".

Period of Cover

The period for which **we** have accepted the premium as stated in **your Certificate of Motor Insurance**.

Statement of Cover

The document issued to **you** which details whether **you** have 'Helmet & Leathers Insurance' cover.

The Insurer, Astrenska Insurance Limited

This insurance is underwritten by Astrenska Insurance Limited. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

Terrorism

Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Waived or Reimbursed

Means where a third party has already made good the cost of replacement or repair of the **helmet & motorcycle clothing**.

Wear and Tear

For **helmet & 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%

More than 60 months old – 50%

You, Your, Yourself

The person whose name appears at the top of **your Certificate of Motor Insurance**.

Cancellation

COOLING OFF PERIOD AND 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. Cancellations will not be backdated.

If this cover has been provided in **your motorcycle insurance 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 policy**, this cover will automatically be cancelled at the same time.

THE INSURER'S RIGHT TO CANCEL

The insurer 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:

- a. Fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. 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.

Cover Provided

WHAT IS COVERED

1. Cover is provided for the damage to **helmet & motorcycle clothing** as a result of a **motorcycle** accident only, or, where the damage is beyond repair, for the replacement of **helmet & motorcycle clothing** (in the same form and style) as a result of a **motorcycle** accident only.
2. The maximum amount payable under this policy will be the **annual aggregate limit**. Once the **annual aggregate limit** is exhausted this policy is automatically cancelled.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Wear and tear of any kind.
2. Any claim arising from a gradually operating cause including but not limited to fungus, rot or vermin.
3. Any claim arising from theft or attempted theft.
4. Accidental damage other than as a result of a road traffic accident.
5. Any loss or damage where **you** or the **named rider** is riding a class of vehicle for which **you** or they do not hold a valid licence.
6. Each claim is subject to the **excess**.
7. Any damage to **helmet & motorcycle clothing** not belonging to **you**, including **your** passengers.
8. **The insurer** will not pay the cost of replacing any undamaged **helmet & motorcycle clothing** forming part of a pair or a set of the same type, colour or design if the damage happens to be to a specific part or area and the replacement cannot be matched.
9. **The insurer** will not pay for any loss of value after they have made a payment to settle the claim.
10. Claims where **your motorcycle** was being used for any of the following are not covered:
 - a. The motor trade (other than when a member of the motor trade either repairs or services **your motorcycle**);
 - b. Dispatch, courier, food delivery or messenger services;
 - c. Racing, trials (apart from where **your motorcycle** is travelling on a road to which the public has access), pacemaking or being in any contest, reliability or speed trial; and
 - d. Riding on any race track or circuit including the Nurburgring Nordschliefe.
11. Any claim which occurred prior to the **period of cover** as shown on **your Certificate of Motor Insurance** that **you** were aware was an **imminent claim**.
12. Any claim notified to **us** more than 31 days following the **incident**.
13. Any claim that has been **waived or reimbursed**.
14. Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
15. Any claim resulting from war and/or **terrorism**.
16. Any claim resulting from:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

General Conditions

CONDITIONS APPLICABLE TO THE ENTIRE POLICY

1. **Your helmet & motorcycle clothing** insurance policy will continue to respond for the **period of cover** or until **your annual aggregate limit** is exhausted; whichever comes first.
2. **Your motorcycle insurance policy** must be maintained, current and valid.
3. In the event that any misrepresentation or concealment is made by **you**, or on **your** behalf, in obtaining this insurance or in support of any claim under this insurance, the policy is voided and no refund of premium will be given.
4. Right of Recovery - **The insurer** can take proceedings in **your** name, but at their expense, to recover for their benefit the amount of any payment made under this policy.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **The insurer** will only give **you** the cover that is described in this policy if **you** have complied with all the terms and conditions of this insurance policy, as far as they apply.
7. If **you** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
8. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
9. **The insurer** has the right to approach any third party in relation to **your** claim.

Claims Handling

HOW TO MAKE A CLAIM

Your claim will be handled on **the insurer's** behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of **the insurer**.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **your** claim. **You** will be asked to provide **your** scheme code which is 20429.

If **you** have access to the internet:

Visit the claims website: www.claimEZ.com where **you** will be able to register **your** claim. Enter all the necessary details and upload the documents that will be specified to **you**. This internet solution is the quickest and easiest way to submit **your** claim to **the insurer**.

If **you** do not have access to the internet:

Please call on 0344 576 1681 to notify ClaimEz of **your** claim. Some initial details will be taken and **you** will then be sent a claim form by post to complete and return to ClaimEz, along with supporting documentation that will be specified to **you**. When calling ClaimEz, please have **your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if ClaimEz need to write to **you** to request additional information.

ClaimEz are an insurers agent and in the matters of a claim act on behalf of **the insurer**.

IMPORTANT: Failure to follow these steps may delay or jeopardise the payment of **your** claim. Any claim notified to **us** more than 31 days following the incident, will be immediately denied.

Complaints

We do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, **you** should address **your** enquiry/ complaint to:

For Sales Complaints:

The Customer Care Manager
BeMoto, PO Box 1338
Peterborough
PE1 9RU

Email: complaints@bemoto.uk
Tel: 01733 907000

For Claim Complaints:

The Customer Care Manager
ClaimEz (SIS), PO Box 70931
London
SW20 2EE

Email: claim@claimez.com

Please provide full details of **your** policy and in particular **your** policy/ claim number to help **your** enquiry to be dealt with speedily.

If **your** complaint is not resolved within 8 weeks or **you** are not satisfied with the outcome, **you** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman):

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE

Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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 SCHEME

The insurer 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

General Data Protection Regulation

HOW ASTRENSKA INSURANCE LIMITED USE THE INFORMATION ABOUT YOU

As a data controller, **the insurer** will collect and process information about **you** so that they can provide **you** with the products and services **you** have requested. **The insurer** also receives personal information from **BeMoto** 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 **the insurer** to:

- Meet their 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); and
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.

In order 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 and claims management organisations where they provide administration and management support on **the insurer's** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply.

Wherever possible, **the insurer** will have strict contractual terms in place to make sure that **your** information remains safe and secure. **The insurer** will not share **your** information with anyone else unless **you** agree to this, or they are required to do this by the regulators (e.g. the Financial Conduct Authority) or other authorities.

PROCESSING YOUR DATA

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **the insurer** has with **you**;
- In the public or **your** vital interest; or
- For **the insurer's** legitimate business interests.

If **the insurer** is not able to rely on the above, they will ask for **your** consent to process **your** data.

HOW ASTRENSKA INSURANCE LIMITED STORE AND PROTECT YOUR INFORMATION

All personal information collected by **the insurer** is stored on secure servers which are either in the United Kingdom or European Union. **The insurer** will need to keep and process **your** personal information during the **period of cover** and after this time, so that they can meet their regulatory obligations or to deal with any reasonable requests from the regulators and other authorities. They also have security measures in place in their offices to protect the information that **you** have given them.

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

You have the right to request a copy of the information that **the insurer** holds about **you**. If **you** would like a copy of some or all of **your** personal information please contact them by email or letter as shown below:

Email: data.protection@collinsongroup.com

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **the insurer** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

The insurer wants to make sure that **your** personal information is accurate and up to date. **You** may ask them 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 the 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/>

A SUMMARY OF HOW **WE** USE **YOUR** PERSONAL INFORMATION

Moto Broking Limited is the controller of your personal information. **We** Will keep **you** informed about how **we** use **your** personal information in the document 'Website Usage & Privacy Policy', which is available:

- online at www.bemoto.uk/privacy-hub
- in writing, Braille, large print and audiotape from Customer Support, BeMoto, PO Box 1338, Peterborough, PE6 0QE; or
- By email: helpme@bemoto.uk

You have a number of rights concerning **your** personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you**;
- *correct* personal information;
- have **your** personal information *deleted*;
- *restrict us* processing **your** personal information;
- receive **your** personal information in a *portable* format; and
- *object* to **us** processing **your** personal information.

If **you** want to find out more or exercise these rights, contact Customer Support, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: helpme@bemoto.uk

You can contact **us** about data protection at: Data Protection Officer, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: dpo@bemoto.uk

Financial Crime Policy Statement

The insurer will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of cover**, **the insurer** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on **your motorcycle insurance policy** documents. Please note that **you** will not be entitled to a pro-rata refund of premium under these circumstances.

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

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