

Helmet and Leathers

Welcome to MotorCycle Direct Insurance Helmet & Leathers Cover

Thank you for purchasing this insurance policy from MotorCycle Direct Insurance. Please check the wording in this document to make sure that this policy suits your requirements and that you understand it. Should you have any questions relating to this policy, please call us on 0344 800 0966. In the event of a claim, please call **01608 641351**, quoting reference number: B6839A10711AAA

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Helmet and Leathers Insurance Policy

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Contract of Insurance

This document, the schedule and any endorsements form a legally-binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss or damage that happens during any period of insurance for which **you** have paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is provided by certain underwriters at Lloyd's under authority granted to Canopus Managing Agents Ltd. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Language

This Insurance is written in English and all communications about it will be in English.

Governing Law

Unless **we** have agreed otherwise with you, this contract is governed by English Law.

Definitions

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

Europe

Mainland Europe including Albania, Armenia, Andorra, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, FYR Macedonia, Georgia, Germany, Gibraltar, Greece, Herzegovina, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Ural Mountains), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, The Azores, Tunisia, Turkey, Ukraine, Vatican City.

Insured motorcycle

The motorcycle defined in **your** Motorcycle Insurance Policy.

Motorcycle clothing

Leather clothing, protective motorcycle clothing, boots, gloves and helmet that **you** own or are legally responsible for while being worn by **you**.

Period of insurance

The period of time covered by this insurance. This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease.

Territorial Limits

The **United Kingdom** and up to 90 days in **Europe** in the **period of insurance**.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our
Canopius Managing Agents Ltd.

You, your
The policyholder only.

Motorcycle Direct
The broker who provides the insurance policy on **our** behalf.

Our regulatory status

Canopius Managing Agents Limited Canopius Managing Agents Limited Registered office: Gallery 9 One Lime Street, London, EC3M 7HA. Registered in England and Wales No. 01514453. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

What is Covered

We will pay up to the amount shown for loss or damage to **motorcycle clothing** as a result of a motorcycle accident, anywhere in the **Territorial Limits**.

| | Sum insured |
|------------------------------|--------------------|
| Motorcycling clothing | £ 1,000 |

General Exclusions

The following exclusions apply to the whole of this insurance. Each section may also have its own exclusions. This insurance does not cover loss, damage, death, disability, caused by, contributed to, or arising from the following:

1. 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.
2. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, terrorism, nuclear, chemical or biological materials being released or escaping, or any other similar event.

For the purpose of this exclusion, terrorism means an act, or acts, of any person or group committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or can be acting on behalf of or in connection with any organisation or government. If any part of this exclusion is not valid, or we cannot enforce any part of it, the rest will still apply.

3. Use of **your** Motorcycle for:
 - (a) Hire or reward.
 - (b) Racing competition, rallies, trials, speed testing, track days or for any purpose in connection with the motor trade.
 - (c) **Your** business or in connection with **your** employment, other than daily travel between **your** normal residence and place of work
 - (d) Courier and/or messenger services

General Conditions

The following conditions apply to this insurance. Each section may also have its own special conditions.

1. Telling us about a change

You must tell **Motorcycle Direct** immediately about any changes to the information **you** have already provided. If **you** are not sure if information is relevant, please ask **Motorcycle Direct** or Canopus Managing Agents Ltd office. If **you** don't tell **us** about relevant changes, **your** insurance may not cover **you** fully, or at all.

2. Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **our** returning **your** premium.

3. Cancellation

Your right to change your mind

You may cancel the insurance, without giving reason, by contacting MotorCycle Direct within 14 days of it starting or (if later) of receiving the insurance documents.

We will refund the premium in full so long as a claim has not been paid and a claim is not likely to be made against **us**, otherwise the full premium is payable.

Cancellation after the withdrawal period

You may cancel this insurance by contacting MotorCycle Direct. No premium will be refunded following expiry of the 14 day period.

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease. **We** may cancel the insurance by giving **you** a minimum of 7 days' notice, this written notice will be to your last known postal or email address, in line with your previously confirmed preference to receive policy documentation. No refunds are due outside of the cooling off period. **We** may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

4. Data protection notice

Please read this notice carefully as it contains important information about the details **you** will give or have given **us**. It is a condition of this insurance that **you** read and accept the terms of this data protection notice. **You** should show this notice to anyone covered by this insurance.

We will process the details **you** have provided in line with the Data Protection Act 1998 and other laws which may apply. **Your** information may also be processed outside of the European area. In all instances **we** make sure that **your** information has enough protection. So that **we** can assess the terms of an insurance contract, or deal with any claims that may arise, **we** may need to share information such as **your** name, address, date of birth, or other information which is classed as 'sensitive' under the Data Protection Act 1998. For example, this could include details of **your** medical conditions or criminal convictions. **We** may pass this information to other organisations that **we** have carefully chosen as well as other companies within **our** group. If **we** provide a credit facility for **you** to pay **your** premiums, **we** may share **your** information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. **We** share information with other insurers, certain government organisations and other authorised organisations for the following purposes.

Insurance underwriting

We examine the possible risk in relation to **your** prospective policy (or anyone else involved in the policy) so that **we** can:

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for **you** and members of **your** household;
- set price levels for **your** policy;
- confirm **your** identity to prevent money laundering; and
- check the claims history for **you** or any person or property likely to be involved in the policy or a claim at any time.

We may do this:

- when **you** apply for insurance;
- if there is an accident or a claim; or
- at the time **you** renew the policy.

5. Preventing or detecting fraud

We will share information about **you** with other organisations and public organisations including the police for the purpose of:

- tracing debtors or beneficiaries;
- recovering debt;
- managing **your** accounts and insurance policies;
- carrying out fraud searches; and
- preventing fraud.

Insurers pass information to the Claims Underwriting and Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). This helps insurers check information and prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search these registers. If **you** give **us** false or inaccurate information:

- it may mean **your** insurance policy or prospective insurance policy is not valid;
- **we** may pass details to fraud-prevention agencies;
- law-enforcement agencies may access and use this information; and
- **we** and other organisations may access and use this information to prevent fraud and money laundering.

6. Cheat line

To protect **our** policyholders, **we** are members of the Insurance Fraud Bureau (IFB). If **you** suspect insurance fraud is being committed, **you** can call them on their confidential cheat line on 0800 422 0421.

7. Keeping to legal responsibilities

Managing claims

If **you** make a claim, **we** may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators.

We also may have to investigate **your** claim and conviction history. Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may or may not result in a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to IDSL.

Managing complaints

If **you** make a complaint about the service **we** have provided, **we** may have to pass on details about **your** complaint, including **your** personal information, to other people or organisations such as Lloyd's or the relevant ombudsman.

If **you** have any questions, or want to receive details of the relevant fraud-prevention agencies, please contact the Company Secretary at Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA.

It is a condition of this insurance that **you** read and accept the terms of this data-protection notice. **You** should show this notice to anyone covered by this insurance.

We will process the details **you** have provided in line with the Data Protection Act 1998 and other laws which may apply. **We** share information with approved organisations for the purposes of providing the insurance and to prevent fraud. **Your** information may also be processed outside of the European area. In all instances **we** make sure **we** provide an adequate level of protection for **your** information.

So that **we** can assess the terms of an insurance contract or deal with any claims that may arise, **we** may need to collect information that is classed as 'sensitive' under the Data Protection Act 1998 (such as information on medical conditions or criminal convictions).

To process **your** information for the purposes of providing insurance and handling claims, **we** may need to pass **your** information to other organisations **we** have carefully chosen as well as other companies in **our** group.

If **we** provide a credit facility for **you** to pay **your** premiums, **we** may share **your** information with credit-reference agencies and other companies for use in credit decisions, to prevent fraud and find people who owe money. If **you** have any questions, please contact the Company Secretary at Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA.

8. Notification

The police must be notified as soon as possible following any event likely to give rise to a claim under this insurance.

Exclusions – what is not covered

1. **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.
2. **We** will not pay the first £50 of every claim.
3. Loss of value after **we** have made a claim payment.
4. Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, moth, any cause that happens gradually, or mechanical or electrical breakdown.
5. Indirect loss of any kind.
6. Damage to a passenger's **motorcycle clothing**.
7. Theft.
8. Accidental Damage (other than as a result of a motorcycle accident in the **Territorial Limits**).
9. Any legal liability.

Special Conditions

1. Reasonable care

You must keep the **motorcycle clothing** in a good state of repair and take all reasonable care to prevent loss or damage.

2. Claims

If a claim occurs **you** must report it as soon as possible. Please phone Roger Rich & Company Ltd. The incident must also be reported to **your** motorcycle insurers. **We** will decide whether to pay the cost of repairing **motorcycle clothing**, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. **We** will take off an amount for wear and tear in respect of leathers, boots and gloves.

3. Our rights after a claim

We may take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner. However, **you** must not abandon any **motorcycle clothing**. Before or after **we** pay **your** claim under this insurance, **we** may take over or settle any claim in **your** name. **We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

4. Other insurance

If, at the time of any loss or damage covered under this section of the insurance, **you** have any other insurance that covers the same loss or damage, **we** will only pay **our** share of the claim.

Claims Procedure

If you need to make a claim, please contact our claims handlers as follows:

Roger Rich & Co, 2A Marston House, Cromwell Park, Chipping Norton, Oxon. OX7 5SR.

Phone: 01608 641351 or if telephoning from abroad + 44 (0) 1608 641351.

Fax: 01608 641176

Email: rsanders@rogerrich.co.uk

You must report any claim as soon as possible. If possible your Policy Wording document should be sent when notifying a claim as this will expedite prompt handling of the claim.

Complaints Procedure

We aim to provide a first class service. If **you** have any reason to complain about **your** insurance policy, or **us**, please refer to the complaints procedure below. The first step is to write to the Chief Executive of Canopus Managing Agents Limited at Gallery 9, One Lime Street, London, EC3M 7HA. When **you** do this, please quote **your** insurance document number as it will help **us** to deal with **your** complaint promptly.

After this action, if **you** are not satisfied with the way that **your** complaint has been handled, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review **your** case. The address is Policyholder & Market Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN. Tel: 0207 327 5693. E-mail: complaints@lloyds.com

If **you** are still not satisfied after contacting Lloyd's, **you** can refer **your** case to the Financial Ombudsman Service (FOS.) The address is The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Tel: 0800 023 4567.

Email: complaint.info@financial-ombudsman.org.uk

This does not affect **your** right to take legal action if necessary.

Telephone Recording

For **our** joint protection telephone calls may be recorded and/or monitored.

Additional products

Helmet & Leathers cover is just one of the additional features you can choose with MotorCycle Direct.

MotorCycle Direct Insurance has been created to give you, the motorcyclist, the ability to tailor-make your motorcycle insurance so you get what you want – no more, no less. If you wish to add on any other benefits to your MotorCycle Direct Insurance then call the MotorCycle Direct Insurance team on 0344 800 0966. For full details of the products available, visit our website –www.motorcycledirect.co.uk

- UK Breakdown Cover
- Excess Protect Cover
- Bike Hire Plus
- European Motor Assistance Plus
- Key Protection Cover
- Personal Accident

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