



Your Policy Document

**HELMET & LEATHERS
INSURANCE**

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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.cobx.org

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 Great Lakes Insurance SE.

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%

60-72 months old – 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 and underwritten by **UK General Insurance Ltd** 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.

Moto Broking Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No, 715903.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101.

You can check details on the Financial Services Register <https://register.fca.org.uk/>

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 on request.

In return for the payment of **your** premium **UK General Insurance** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of cover**.

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 2012 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. 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.

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 **UK General Insurance** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must **BeMoto** as soon as possible.

3. Fraud - **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
 - i. Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
 - ii. Fails to reveal or hides a fact likely to influence the cover **we** provide;
 - iii. Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
 - iv. Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
 - v. Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - vi. Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
 - vii. If **your** claim is in any way dishonest or exaggerated,

UK General Insurance 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. **UK General Insurance** may also take legal action against **you** and inform the appropriate authorities.

4. 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.
5. In the event of a claim, **UK General Insurance** reserves the right to examine your possessions on request at any reasonable time.
6. **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.

7. When a claim or possible claim occurs, **you** must notify the **BeMoto** claims line as soon as reasonably possible.
8. **You** must give **UK General Insurance** any proof of purchase, receipts or information they need.
9. **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**.
10. **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.
11. 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.
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**.

General Exclusions

WHAT IS NOT COVERED

1. **UK General Insurance** will not provide cover for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
2. **UK General Insurance** will not provide cover for any direct or indirect consequence of:
 - i. Irradiation, or contamination by nuclear material; or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
3. **UK General Insurance** will not provide cover for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
4. **UK General Insurance** will not provide cover for 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 data 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.

Claims Handling

If you wish to notify **us** of a claim, please contact **BeMoto** claims line c/o 4th Dimension Innovation Ltd on Tel 01733 907009 or at 4th Dimension Innovation Ltd, Unit 5 Alpha Way, Thorpe Business Park, Egham, Surrey, TW20 8RZ.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

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. Where **we** or **UK General Insurance** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** 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, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel 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 **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **UK General Insurance**, as well as other insurers, in the future.

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 the sale of **your** policy, 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 third 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 a claim under your policy, please contact:

complaints@4th-d.co.uk or in writing to:

The Complaints Manager
4th Dimension Innovation Ltd
Unit 5 Alpha Way
Thorpe Business Park
Egham
Surrey
TW20 8RZ

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 06157D.

If your complaint cannot be resolved by the end of the third working day, 4th Dimension Innovation Ltd 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

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.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

COMPENSATION SCHEME

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1 100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

General Data Protection Regulation

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 email **us** at: 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

For details of **UK General Insurance's** Privacy Notice, please visit www.ukgeneral.com/privacy-notice or email them at dataprotection@ukgeneral.co.uk. 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 06157D.

GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>

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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