bemoto
Fuelling your passion

Your Policy Document

HELMET & LEATHERS INSURANCE

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Introduction

Thank you for choosing 'Helmet & Leathers Insurance'.

It's important that **you** read this wording and **your** statement of fact to make sure that everything **you** have told **us** is correct. Please read this policy carefully so that **you** understand the cover provided. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording, **Statement of Cover**, Statement of Fact and **Certificate of Motor Insurance** in a safe place in case **you** need them later.

SELLING BROKER

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company number 09676058 Registered office: First Floor 15-27, Cowgate, Peterborough, PE1 1LZ. 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) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk

INSURER

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

INSURING CLAUSE

In return for the payment of **your** premium, **the insurer** 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**.

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

Where **we** explain what a word means, that word will be highlighted in bold print and will have the same meaning wherever it is used in this policy.

Annual Policy Limit
£1,500 being the most you can claim in the **Period of Cover** as shown in **your Certificate of Motor Insurance.**

BeMoto, We, Us, Our
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Certifi ate of Motor Insurance
The document that proves **you** have the insurance **you** need by law. The certifi ate shows who can ride **your motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles.

Excess
The amount **you** must pay for every claim is £50.

Geographic Limits
England, Scotland, Wales and Northern Ireland, the Channel Islands. and the Isle of Man and for 90 days in any country within the European Union and any other country which has agreed to follow the EU Motor Insurance Directive (number 2009/103/EC).

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

Helmet & Motorcycle Clothing
The protective clothing, helmet, boots and gloves that **you** or a **named rider** own or are legally responsible for, while **you** or a **named rider** are wearing them.

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

Motorcycle
The motorcycle(s) shown on **your Certificate of Motor Insurance** that **you** own or are authorised to ride.

Motorcycle Insurance Policy
Your insurance policy issued by a **motorcycle insurer** for **your motorcycle**.

Motorcycle Insurer
An authorised and regulated UK motorcycle insurer.

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 stated on **your Certificate of Motor Insurance** that this policy is in force for.

Statement of Cover
The document issued to **you** that shows whether **you** have 'Helmet & Leathers Insurance' cover.

The Insurer
Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Waived or Reimbursed
Where a third party has already paid 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 purchase 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 named on **your Certificate of Motor Insurance**.

Cancellation

COOLING OFF PERIOD AND CANCELLATION

You have the right to cancel this policy. If **you** cancel this policy **we** will return to **you** a refund of any premium paid for the remaining **period of cover** unless **you** have made a claim.

To cancel this policy please contact **us**.

Email: helpme@bemoto.uk
Tel: 01733 907001

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

- This policy provides cover for the damage to **your helmet and motorcycle clothing** specifi ally caused by a motorcycle accident. If the damage is repairable, **the insurer** will cover the cost of repairs. If the damage is beyond repair, **the insurer** will cover the cost of replacing y**our helmet and motorcycle clothing** with items of the same form and style.
- The most **the insurer** will pay under this policy is the **annual policy limit**.

WHAT IS NOT COVERED (EXCLUSIONS)

1. **Wear and tear** of any kind.
2. Claims arising from gradual causes like, but not limited to, fungus, rot, or vermin.
3. Claims arising from theft or attempted theft.
4. Accidental damage that is not the result of a road traffi accident.
5. 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. The **excess** payable for each claim.
7. Damage to **helmet & motorcycle clothing** that doesn't belong to **you** or a **named rider**, including the clothing of **your** pillion passengers.
8. **The insurer** will not pay the cost of replacing any undamaged **helmet & motorcycle clothing** forming part of a pair or a set.
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:
    - The motor trade (other than when a member of the motor trade either repairs or services **your motorcycle**);
    - Dispatch, courier, food delivery or messenger services;
    - 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
    - Riding on any race track, circuit, or derestricted toll road including the Nürburgring.
11. Any **incident** which happens outside the **geographic limits**.
12. Any **incident** that happens when the **insured person** is riding a class of vehicle for which they do not hold a valid licence.
13. Any **incident** which happened before the **period of cover**.
14. Any claim that has been **waived or reimbursed**.
15. Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
16. Any claim resulting from war and/or terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
17. 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 fi sion or fusion or other comparable reaction or radioactive force or matter.

General Conditions

CONDITIONS APPLICABLE TO THE ENTIRE POLICY

1. If **you** can't provide proof of the original purchase date, the maximum depreciation for **wear and tear** will be applied based on either the original purchase price or the current retail price when replacing items.
2. Y**our helmet & motorcycle clothing** insurance policy will remain in effe t for the **period of cover** or until **your annual policy limit** is exhausted; whichever comes fi st.
3. **Your motorcycle insurance policy** must be up to date and valid for this coverage to apply.
4. 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.
5. 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.
6. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **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.
8. Other Insurance - If **you** were covered by any other insurance for the amount payable following the **incident**, which resulted in a valid claim under this policy, **the insurer** will only pay their proportionate share of the claim.
9. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland), Channel Islands or the Isle of Man.
10. **The insurer** has the right to approach any third party in relation to **your** claim.
11. **The insurer** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose them to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where they transact business.

Claims Handling

HOW TO MAKE A CLAIM

Your claim will be handled on **the insurer's** behalf by Davies Group Limited.

To make a Helmet & Leathers claim.

Visit: https://helmetandleathersclaims.davies-group.com

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, please call 0344 856 2359 to inform them about **your** claim.

When submitting **your** claim, **you** will be asked to provide evidence. This may include, but is not limited to, proof of purchase, proof of the damage, **your** insurance documents and confi mation from **your motorcycle insurer** that an **incident** has happened. If **you** do not hold proof of purchase, **you** must provide photographic evidence of **your helmet & motorcycle clothing** to verify all items were in **your** possession and were undamaged prior to making **your** claim.

The insurer's settlement calculations will be based on either the original purchase price or the current retail price for replacement items of the same or similar specifi ation, whichever is lower. The applicable depreciation will then be applied.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influen e whether **the insurer** accepts **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influen e the cover **the insurer** provides.
- Makes a statement to **us**, **the insurer** or anyone acting on their behalf, knowing the statement to be false.
- Sends **us**, **the insurer** or anyone acting on their 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.
- 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, **the insurer** will not pay any benefit under this policy or return any premium to **you**, and they may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **The insurer** may also take legal action against **you** and inform the appropriate authorities.

Complaints

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact **us**.

   Email: complaints@bemoto.uk
   Tel: 01733 907 001

2. If **your** complaint is about a 'Helmet & Motorcycle Clothing Insurance' claim **you** made, contact Davies Group:

   Email: customer.care@davies-group.com
   Tel: 0344 856 2 015

We/Davies Group will respond to **your** complaint within four weeks of receiving it. This response will be the fina decision based on the information provided. If there's a delay in the investigations, the reason will be explained, and **you** will be given an estimated timeframe for reaching a decision.

If, for any reason, **you** are still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square
London
E14 9SR

Email: complaint.info@financial-ombudsman.o g.uk
Tel: 0800 023 4 567 (free for people calling from a landline) or 0300 123 9 123

Following this complaints procedure does not stop **you** from taking legal action

COMPENSATION SCHEME

The Financial Services Compensation Scheme (FSCS) covers this policy. **You** may be entitled to compensation from this scheme if **the insurer** cannot meet their liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4 100.

General Data Protection Regulation

HOW **COLLINSON INSURANCE** 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 diffe ent 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 **COLLINSON INSURANCE** 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
Post: 3 More London, Riverside, London, SE1 2AQ.

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, PE1 1LZ; 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 or email **us** at: helpme@bemoto.uk

Contact **us** about data protection at: Data Protection Officer, First Floor Britannic House, 11-13 Cowgate, Peterborough, PE1 1LZ or email **us** at: dpo@bemoto.uk

This policy document and other associated documents are available in large print.
If you need any of these please contact us on 01733 907001.

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