



Helmet & Leathers Cover Policy

Arranged by:

Motorplus Limited with Qdos Broker & Underwriting Services Limited

Underwritten by:

UK Underwriting Limited on behalf of Ageas Insurance Limited

YOUR DEMANDS AND NEEDS

This policy meets the demands and needs of those who wish to insure against the full cost of replacing their Motorcycle Helmet and / or Motorcycle Clothing damaged as a result of a motorcycle accident.

ABOUT THIS POLICY

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO35 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This document and the schedule 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 occurs during the period of insurance for which you have paid or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

DEFINITIONS

The following words or phrases have the same meaning whenever they appear in italics in this document.

ADMINISTRATOR

Motorplus Limited trading as ULR Norwich, Kircam House, Whiffler Road, Norwich, NR3 2AL.

MOTORCYCLE CLOTHING

Leather clothing, boots, gloves, other motorcycle-specific jackets or trousers, helmets and helmet visors that you own or for which you are legally responsible, whilst being worn by you.

Motorcycle clothing does not include any items of clothing that are not motorcycle-specific (e.g. jeans, walking boots, rucksacks).

You must be able to provide proof of purchase in respect of any item which is the subject of a claim against this policy.

PERIOD OF INSURANCE

This insurance runs concurrently with *your* motorcycle insurance policy. If *you* arranged your *Helmets* and *Leathers* cover after the start of *your* motorcycle insurance policy, cover under this policy will start from the date you bought it and will end on the expiry date of *your* motorcycle insurance policy.

WE, US, OUR

UK Underwriting Limited on behalf of Ageas Insurance Limited.

WEAR AND TEAR

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.

YOU, YOUR, YOURSELF

The person by whom or on whose behalf the premium has been paid as detailed on the Policy Schedule.

THIS POLICY WILL COVER

1. We will cover damage to motorcycle clothing as a result of a motorcycle accident only, providing such accident occurs within the United Kingdom.
2. We will decide whether to 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. We will make a reduction for wear and tear in respect of leathers, boots and gloves.
3. The most we will pay under this section is £1,000.00.

After we have settled a claim, we will not reduce the sum insured as long as you take any reasonable measure we may suggest to prevent further loss or damage. (We will not charge any extra premium for maintaining the sum insured.)

THIS POLICY WILL NOT COVER

This policy will not indemnify you in respect of:

1. direct or indirect loss or damage to the motorcycle clothing caused by, contributed to, or arising from any the following:
 - a. 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;
 - b. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorism or military or usurped power;
 - c. depreciation or rot of any kind;
 - d. any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
 - e. loss or theft of motorcycle clothing;
 - f. accidental damage (other than as a result of a road traffic accident);
2. the first £50.00 of any claim.
3. any amount over and above the manufacturer's last list price for a replacement item if we cannot repair the damaged motorcycle clothing and cannot obtain it from stock held within the United Kingdom;
4. damage whilst the motorcycle clothing were being used by anyone other than you;
5. any damage caused to motorcycle clothing from an accident which does not occur on a public road;
6. any damage caused to motorcycle clothing from use on a race track, speedway, rally, time trial, hill-climb or any other motor sport or contest;
7. any damage caused to motorcycle clothing where you use your motorcycle as a courier, riding instructor or fast food delivery;
8. any damage caused to motorcycle clothing whilst you are under the influence of drugs or alcohol;
9. any damage caused to motorcycle clothing where you did not hold a current motorcycle licence or did not comply with all conditions of the motorcycle licence;
10. any item of clothing or footwear other than motorcycle clothing, which has been primarily designed and intended to be used as protective motorcycle equipment;
11. any claim in respect of motorcycle clothing for which you are unable to provide sufficient proof of purchase;
12. any loss of value after we have made a payment to settle a claim;
13. any loss of or damage sustained to any clothing or other property belonging to any other person, including your passengers.
14. 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.

GENERAL CONDITIONS

1. You must keep the *motorcycle clothing* in a good state of repair and take all reasonable care to prevent loss or damage.
2. 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.
3. When a claim or possible claim occurs, you must tell us as soon as possible.
4. You must give us at your own expense any proof of purchase, receipts or information we need.
5. We 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 us.
6. Before or after we pay your claim under this insurance, we may take over or settle any claim in your name.
7. We can also take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.
8. 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.
9. 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, we will only pay our share of the claim.
10. This insurance is written in English and all communications about it will be in English.

GOVERNING LAW

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

MAKING A CLAIM

To make a claim call the ULR Norwich Claims Centre on 01603 779 259

The Claims Centre is available 24 hours a day, every day.

COMPLAINTS

It is the 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 in the first instance contact the Chief Executive Officer of Motorplus Limited at:

Motorplus Limited
Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 01603 420000
Fax: 01603 420010

In the event you remain dissatisfied and wish to make a complaint you can do so by writing to:

The Customer Relations Manager
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

Please ensure that 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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800
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.

Please note you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

CANCELLATION

We hope that you are happy with the cover this policy provides. You have the right to cancel the policy at any time by sending us notice in writing. If you send notice in writing within 14 days of receiving the policy then we will return the premium in full. This is called the "cooling off period". If you cancel at any other time the premium will be retained in full.

DATA PROTECTION ACT 1998

The administrator does not pass any personal data about you to any third parties. When you apply for insurance and/or make a Claim, you will be required to disclose relevant personal data about yourself to the administrator or their agents, including data which is deemed "sensitive" under the Data Protection Act 1988. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to the administrator may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by the administrator its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.