

## Helmet and Leathers cover

This section is applicable only if the Schedule shows that Helmet and Leathers cover is included.

This section is underwritten by Equity Red Star Services Limited. Registered office: Library House, New Road, Brentwood, Essex CM14 4GD. Registered No. 2661753. This section is administered by ULR Norwich, a trading name of Motorplus Limited. Registered Office: Kircam House, 5 Whiffler Road, Norwich NR3 2AL. Registered No. 3092837. Both Equity Red Star and ULR Norwich are authorised and regulated by the Financial Services Authority.

## The contract of insurance

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 any 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.

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

Signed for and on behalf of  
EQUITY RED STAR AT LLOYD'S

## Definitions

The following words or phrases in **bold** have the same meaning whenever they appear in this document and schedule.

### **Period of insurance**

This is the length of time covered by this insurance as shown in the schedule and any extra period for which **we** accept **your** premium.

### **Motorcycle clothing**

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

### **United Kingdom**

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

### **We, us, our**

The insurer named in **your** schedule, which is made up of the Lloyd's underwriters who have insured **you** under this insurance. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

### **You, your**

The person named in the schedule as the insured.

## What is covered

**We** will cover damage to **Motorcycle clothing** as a result of a motorcycle accident only, anywhere in the **United Kingdom**.

**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 take off an amount for wear and tear in respect of leathers, boots and gloves.

**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.

The most **we** will pay under this section is **£750**.

Each loss is subject to a £50 excess.

### **Maintaining the sum insured**

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.)

### **General exclusions**

**The following exclusions apply to this insurance.**

This insurance does not cover direct or indirect loss or damage to the **motorcycle clothing** 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, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Wear and tear, rot of any kind, any gradually operating cause, fungus, mildew, moth, insect or vermin.
- 5 Indirect loss of any kind.
- 6 Damage sustained to a passenger's motorcycle clothing.
- 7 Theft.
- 8 Accidental Damage (other than as a result of a motorcycle accident).

### **General Conditions**

**The following conditions apply to this insurance.**

#### **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 Telling us about a change**

**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 insurance. 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 Claims**

3.1 When a claim or possible claim occurs, **you** must tell **us** as soon as possible.

3.2 **You** must give **us** at **your** own expense any proof of purchase, receipts or information **we** need.

#### **4 Our rights after a claim**

- 4.1 **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**.
- 4.2 Before or after **we** pay **your** claim under this insurance, **we** may take over or settle any claim in **your** name.
- 4.3 **We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

## 5 **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.

## 6 **Other insurance**

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.

## **Making a claim**

**If a claim or possible claim occurs, you must report to us as soon as possible. Please telephone our 24 hour helpline on .....**

## **Complaints Handling**

We will always do **our** best to ensure **your** complete satisfaction, however if you do have cause to complain, please write in the first instance to the Chief Executive of ULR Norwich at their Head Office: ULR Norwich, Kircam House, 5 Whiffler Road, Norwich NR3 2AL. Tel: 01603 420000, Fax 01603 420010

If you are still not satisfied, please write to the Chief Executive of Equity Red Star at: 52 Leadenhall Street, London, EC3A 2BJ. Please quote the reference number shown on the schedule.

After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your complaint. The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA.

(These procedures do not affect your rights to take legal action if necessary).

If we cannot pay all amounts under this insurance, you may be entitled to compensation under the FSCS. You can get more information from us or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **Cancellation**

We or Bennetts may cancel this policy by giving you seven day's notice by recorded delivery. We or Bennetts will send notice of cancellation to your last known address. You may cancel this policy at any time by phone on 0870 333 0008 or by post at Bennetts Customer Services, 165 Corporation Street, Coventry, CV1 1GY. There is no cancellation fee for cancelling within the first 14 days of receiving your policy. Outside of this you may have to pay a cancellation fee. As long as you have not made any claim under this policy we will refund part of the premium. If you cancel the main policy, this policy will also be cancelled.