

Helmet & Leathers and Personal Accident Insurance Policy Wording

YOUR INSURANCE

This insurance is arranged by Be Wiser Insurance Services Limited and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

We agree to insure **You**, subject to the terms and conditions of this **Policy**, against damage **You** may incur for **Accidents** occurring during the **Period of Insurance**.

Please take time to read this document, especially the section titled 'How to Make a Claim'. This **Policy** explains the full insurance terms, conditions and exclusions of **Your** Helmet & Leathers and Personal Accident policy. Please keep it with **Your Motorcycle Insurance Policy** in a safe place in case **You** need to refer to them for any reason.

If **You** do need to discuss any aspect of this **Policy** then please contact Be Wiser Insurance Customers Services on **0333 003 3280**.

We recommend that **You** periodically review **Your Policy**, to ensure that it continues to meet **Your** needs.

WHEN YOUR POLICY ENDS

Your Policy will end if:

- **Your** address is no longer in the **United Kingdom**; or
- **You** or **We** cancel this **Policy**, or if the underlying **Motorcycle Insurance Policy** is cancelled.

ELIGIBILITY

You are eligible for cover under Be Wiser Insurance's complementary Helmet & Leathers and Personal Accident Insurance policy if:

- **You** have a valid **Motorcycle Insurance Policy**; and
- **You** are a **UK** resident with a permanent **UK** address.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear in **bold** in **Your Policy**.

Accident

A sudden and unexpected event involving a road traffic incident with the **Insured Vehicle** which happens by chance and causes injury or death.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Davies Group Limited handle claims on behalf of the **Insurer**.

Computer Virus

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.

Electronic Data

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.

Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24 hour service by registered nurses. It does not include a convalescent, self-care or rest home or a department in a hospital which has the role of a convalescent or nursing home.

Insured Vehicle

The private motorcycle insured under the **Motorcycle Insurance Policy**.

Loss of Limb

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of an entire hand, arm, foot or leg.

Loss of Sight

Complete and irrecoverable loss of sight in one or both eyes.

Medical Practitioner

A qualified medical practitioner (other than any insured person or a member of an insured person's family) who holds full qualifications entitling him or her to full registration to the General Medical Council in the **United Kingdom**.

Motorcycle Clothing

Leather and synthetic clothing, helmet, boots and gloves, specifically designed and sold for protective use whilst riding a motorcycle, that **You** own or are legally responsible for, whilst being worn by **You**.

Motorcycle Insurance Policy

The motorcycle insurance policy purchased by **You** from Be Wiser Insurance Services Ltd in **Your** name as the insured, under which this Helmet & Leather and Personal Accident policy is provided free of charge.

Period of Insurance

The period of cover shown on **Your Motorcycle Insurance Policy** schedule. If **Your Motorcycle Insurance Policy** is cancelled or not renewed, all cover under the Helmet & Leathers and Personal Accident policy will also end.

Permanent Total Disablement

Disablement which entirely prevents **You** from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a **Medical Practitioner**, shows no sign of ever improving.

Policy

The documents consisting of **Your** policy wording and **Your Motorcycle Insurance Policy** schedule.

Territorial Limits

Unless stated otherwise the **Policy** only provides cover for incidents that occur within the boundaries of the **United Kingdom**.

United Kingdom (UK)

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Wear and Tear

For **Motorcycle Clothing** (excluding helmets) over 12 months old, a deduction will be made for each year or part year from the date of manufacture to take into account wear and tear and loss of value. Please refer to 'Section One – Helmet & Leathers' for more details.

We/Us/Our/Insurer

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You, Your, Yourself

The person that is named as the policyholder on the **Motor Insurance Policy**.

SECTION ONE – HELMET & LEATHERS

WHAT IS COVERED

1. **We** will cover damage to **Motorcycle Clothing** as a result of an **Accident** only, providing such **Accident** occurs within the **Territorial Limits**.
2. **We** 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 an **Accident** only.
3. The maximum amount that can be claimed under this section is up to a total value of £1,000 in any one **Period of Insurance**.
4. In respect of leather and synthetic clothing, gloves and boots over 12 months old a deduction for wear and tear will be made for each year or part year from the date of purchase as detailed in the below table:

Age of Item	Level of Depreciation
12 - 24 months	10%
24 - 36 months	20%
36 - 48 months	30%
48 - 60 months	40%
60+ months	50%

Once a claim has been settled and as long as **You** follow the advice and instructions provided by **Us**, **We** will not reduce the sum insured. There will be no additional premium charged for this.

EXCLUSIONS

1. Each loss is subject to a £50 excess.
2. This policy does not cover direct or indirect loss or damage to the **Motorcycle Clothing** caused by, contributed to, or arising from the following:
 - **Wear and Tear** or rot of any kind;
 - any gradually operating cause including but not limited to fungus, mildew, insect or vermin;
 - theft;
 - accidental damage (other than as a result of a road traffic accident);
 - depreciation.
3. This policy will not cover any loss of value after **We** have made a payment to settle a claim.
4. **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.
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. Claims where the **Insured Vehicle** is being used for any of the following are not covered:
 - Dispatch, courier and messenger services, or food delivery;
 - Racing, pace making or being in any contest or speed trial (Road safety rallies and treasure hunts will be covered);
 - Riding on any race track, circuit or de-restricted toll roads;
 - Trials (apart from where **Your** motorcycle is travelling on a road which the public has access to).
8. Any **Accident** which occurs outside the **Territorial Limits**, or which occurs outside of the **Period of Insurance**.

SECTION TWO – PERSONAL ACCIDENT

WHAT IS COVERED

As a result of an **Accident** within the **Territorial Limits**, **We** will pay up to the 'Limit of Indemnity' below if **You** receive an injury which causes death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disablement**.

Death, **Loss of Sight** or **Loss of Limb** must occur within 12 months of the **Accident** and the **Accident** must be the only cause of that death or injury.

The most **We** will pay in any one **Period of Insurance** is £10,000. **We** will make the payment to **You** or **Your** legal representative. If **You** have any other insurance contract with **Us**, **We** will only pay out under one contract.

Emergency Dental Treatment

We will pay for emergency dental treatment as a result of an **Accident** only, providing such **Accident** occurs within the **Territorial Limits**, as long as it is to immediately relieve pain only, up to the amount shown below.

Section	Limit of Indemnity
Death	£10,000
Loss of Sight in both eyes	£10,000
Loss of Sight in one eye	£5,000
Loss of Limb	£10,000
Permanent Total Disablement	£10,000
Hospital Benefit	£100 per each 24 hour period of stay in a Hospital up to a maximum of 30 days
Emergency Dental Cover	Up to £250

EXCLUSIONS

1. Anyone who is under 18 and aged 70 or older at the time of the **Accident**.
2. Death or bodily injury caused by suicide or attempted suicide.
3. Death or bodily injury while under the influence of drugs or alcohol.
4. A disability which occurred prior to the **Period of Insurance**.
5. Any **Accident** which occurs outside the **Territorial Limits**.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

We will not pay for:

Electronic data

Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Existing and deliberate damage

- any loss or damage occurring before cover starts, or arising from an event before cover starts; or
- loss or damage caused deliberately by **You** or any member of **Your** household.

Radioactive contamination

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 fission or fusion or other comparable reaction or radioactive force or matter.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

War risks

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.

Infectious or Contagious Disease

Notwithstanding any other provision herein, **Your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

False/Fraudulent Claims

If **You**, or anyone acting on **Your** behalf, submits inaccurate, fraudulent or exaggerated information in connection with a claim under this **Policy**, which is intended to mislead **Us** or to obtain benefit under this **Policy** where none would otherwise be payable, then **We** reserve the right to:

- Decline the claim;
- Pursue a recovery of any benefit paid to **You** as the result of a fraudulent or misleading claim;
- Cancel **Your Policy**;
- Share this information with other insurers and pass **Your** details to the relevant law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim **You** must follow the claims procedure detailed in this **Policy**.

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.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "We/Us/Our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "You/Your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not

be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

Rights and responsibilities

We have the right, at **Our** expense and in **Your** name to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else; and
- start legal action to get back from anyone else any payments that have already been made.

You must give **Us** or the **Administrator**, all the information **We** or they ask for about the claim e.g. receipts. At **Our** cost **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when you purchased the policy and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your Policy** during the **Period of Insurance**, or if **You** make a claim under this **Policy**. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

If **You** do not answer questions truthfully and accurately, then this may affect **Your Policy** cover. In the event that **You** have supplied **Us** with information which is incorrect or false **We** reserve the right to declare **Your Policy** invalid and cancel **Your** cover, with no refund of premium. In the event that **You** have made a claim, **We** may refuse to pay all or part of that claim; please refer to 'Exclusions', 'General Exclusions Applying to All Sections' and 'General Conditions Applying to All Sections' for more information.

Change of Circumstances

You must immediately advise Be Wiser Insurance customer services if any of the following circumstances change, at any point during the

Period of Insurance

- **You** are no longer a permanent lawful resident of the **UK**; or
- **You** change **Your** address.

Other Insurance

If a claim is covered under **Your Policy** and this claim is covered by any other insurance, **We** will only pay **Our** ratable proportion of the claim.

Transferring Your Interest in the Policy

You cannot transfer **Your** interest in the **Policy** to anyone else.

HOW TO MAKE A CLAIM

We hope **You** won't suffer any misfortune that would result in **You** making a claim, but if **You** do, the following guidance may be of assistance:

1. Please read **Your Policy** wording to check that the cause of the claim is covered.
2. Contact the **Administrator** on **0333 003 3263** as soon as possible.
3. The **Administrator** will provide **You** with a list of the documents or evidence that is required e.g. receipts.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

CANCELLATION

We hope **You** are happy with the complementary insurance cover this **Policy** provides. However, if after reading this **Policy**, this insurance does not meet **Your** requirements, please telephone Be Wiser Insurance on **0333 003 3280** within 14 days of issue and **Your** cover will be cancelled.

Cover lasts for 12 months or when **Your Motorcycle Insurance Policy** expires with Be Wiser Insurance, whichever is sooner.

You can cancel cover at any time by contacting Be Wiser Insurance at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ
Email: admin@bewiser.co.uk
Telephone: **0333 003 3280**

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- Fraud;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

As **You** have not paid any premium for this **Policy**, no refund will be applicable.

HOW TO MAKE A COMPLAINT

Sale of Your Policy

If **You** have a question or concern about, or **You** wish to make a complaint about, the sale of **Your Policy** (including the information **You** were given before **You** bought the **Policy**) please contact Be Wiser Insurance at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ
Email: admin@bewiser.co.uk
Telephone: **0333 003 3280**

If it is not possible to reach an agreement **You** have the right to make an appeal to the Financial Ombudsman Service at the address shown below.

Policy Administration and Claims

If **You** have any questions or concerns about the handling of a claim, **You** should contact the **Administrators** at:

Niche Claims
PO Box 1392
Preston
PR2 0XE

Email: specialistclaims@davies-group.com.

Telephone: **0333 003 3263** (all calls are recorded for training, compliance, claims and counter fraud purposes).

Please ensure **Your** claim number is quoted in all correspondence to assist a quick and efficient response.

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **Your** claim 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, Exchange Tower, Harbour Exchange Square, London, E14 9SR. From a landline: 0800 023 4567, from a mobile: 0300 123 9123. 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.

ONLINE DISPUTE RESOLUTION PORTAL

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the 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.

FINANCIAL SERVICES COMPENSATION SCHEME

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.