

HELMETS AND LEATHERS INSURANCE POLICY

Thank you for choosing Equity Red Star for your helmets and leathers insurance.

This document sets out what is and what is not covered, together with the sum insured and any special terms that may apply.

Please check that it meets **your** needs and that **you** understand it.

If **you** have any questions about this document, please contact **your** insurance adviser who will be pleased to help **you**.

If **you** are not satisfied with the cover provided by this insurance, please return the document to **your** insurance adviser within 14 days of receiving it. **We** will return any premium **you** have paid as long as **we** have not paid a claim.

We aim to provide a first-class service.

However, if **you** need to complain, or **you** feel that **we** have not kept **our** promise, please contact **your** insurance adviser.

Having contacted **your** adviser, if **you** are still not satisfied with the way a complaint has been dealt with, please write to the Chief Executive of Equity Red Star.

The address is: 52 Leadenhall Street, London, EC3A 2BJ. **Please quote the client reference number shown on the schedule.**

After this action, if **you** are still not satisfied with the way the complaint has been dealt with, **you** may ask Lloyd's to review **your** case. The address is:

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street,
London, EC3M 7HA.
Phone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS)
The address is: The Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR.

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

Financial Services Compensation Scheme

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation from the scheme if **we** cannot pay out all valid claims under this insurance. This depends on the type of business and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance **you** must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. **You** can get more information about the scheme from the FSCS or **you** can visit their website at www.fscs.org.uk.

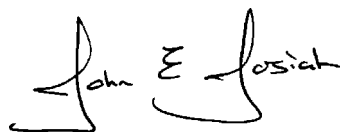
The contract of insurance

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 contract is based on the information **you** provided in **your** proposal for insurance. 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.

The insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

Signed for and on behalf of
EQUITY RED STAR



Definitions

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

Motorcycle clothing

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

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

United Kingdom

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

We, us, our

Equity Red Star, 52 Leadenhall Street, London, EC3A 2BJ, 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 on the schedule.

What is Covered

Up to the amount stated in the schedule for loss or damage to **motorcycle clothing** as a result of a motorcycle accident, anywhere in the **United Kingdom**.

Claims

If a claim occurs, **you** must report it as soon as possible. Please phone us on 0845 307 3430. The incident must also be reported to **your** motorcycle insurers.

We will decide whether to pay the cost of repairing **motorcycle clothing**, or to replace it with a new item (in the same form and style) if it is damaged beyond repair. **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.

We will not pay the first £50 of every claim.

General exclusions

The following exclusions apply to this insurance.

This insurance does not cover 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, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, moth, any cause that happens gradually, or mechanical or electrical breakdown.

- 5 Damage to a passengers **motorcycle clothing**.
- 6 Theft.
- 7 Accidental Damage (other than as a result of a motorcycle accident in the **United Kingdom**).
- 8 Any legal liability.
- 9 Racing, competitions, rallies, trials, speed testing, off-road or track days.

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

When a claim or possible claim occurs, **you** must tell **us** as soon as possible. **You** must also report the claim to **your** motorcycle insurers.

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

4 Our rights after a claim

We may take possession of the damaged **motorcycle clothing** and deal with any salvage in a reasonable manner. However, **you** must not abandon any **motorcycle clothing**.

Before or after **we** pay **your** claim under this insurance, **we** may take over or settle any claim in **your** name.

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 Cancellation

Your right to change **your** mind.

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will refund any premium **you** have paid.

Cancellation after the withdrawal period

You may cancel this insurance by giving **us** written notice. No premium will be refunded following expiry of the cooling off period.

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation/non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease.

We may cancel the insurance by sending **you** 14 days notice to **your** last known address. No premium will be refunded.

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme.

7 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.