



# Helmet and Leathers + Policy Wording

Please keep this policy document, together with your policy schedule, in a safe place so you can read it again if you need to.

Brightside is a trading name of Brightside Insurance Services Ltd. This Helmet and Leathers + policy will run concurrently with your Brightside motorcycle insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motorcycle insurance policy cover will be provided from the date you bought it and will end on the expiry date of your motorcycle insurance policy as detailed on your policy schedule.

## Who is your insurer?

This insurance has been arranged by Brightside Insurance Services Ltd and is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, registered under number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Brightside Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

## Certification of Cover

This policy document combined with your policy schedule certifies that this insurance has been effected between you and us. In return for payment of the premium we agree to insure you in accordance with the terms and conditions contained in and endorsed on these documents.

## Important

Please keep this policy document, together with your policy schedule, in a safe place so you can read it again if you need to. You can only take out this insurance if you have bought a motorcycle insurance policy with Brightside. If your Brightside motorcycle insurance policy is cancelled for any reason this policy will also be cancelled.

## Who administers your policy?

We have appointed Direct Group Limited to administer your policy and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

## Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'Definitions' section at the end of this document.

Please contact Brightside on 0333 130 0420 if you would like a copy of these terms and conditions in another format such as in large print, braille or audio file. Please check that the information contained in this policy meets your requirements. If it does not, please contact Brightside who arranged this insurance for you.

## What Does The Policy Cover And What Will It Pay Out?

This policy combines Helmet and Leather cover benefits and Personal Accident cover benefits.

## Helmet and Leathers Cover Events

During the **period of insurance** and within the **territorial limits** the policy will provide cover in the event of an accident under **your motorcycle insurance policy**:

1. The repair cost of damaged **motorcycle clothing**; or.
2. The replacement of **motorcycle clothing** if damaged beyond repair (in the same form and style) as new.

### Helmet and Leathers Cover Benefits

In the event of a valid claim for the above events this policy covers and pays **you** the repair, replacement costs or replacement **motorcycle clothing** up to a maximum of **£1,500** in the **period of insurance**.

## Personal Accident Cover Events

During the **period of insurance** and within the **territorial limits**, the policy will cover:

- 1) **You** and any passengers riding with **you** on the **insured motorcycle** in the event of:
  - An **accident** whilst **you** are riding the **insured motorcycle**; or
  - A malicious and unprovoked assault by the occupant or rider of another motor vehicle or pedal cycle which occurs in the vicinity of the **insured motorcycle**.

**You** in the event of an **accident** whilst **you** are a passenger on any other motorcycle.

This includes **you** and any passengers mounting or dismounting the **insured motorcycle**.

### Personal Accident Cover Benefits

This policy will pay the following benefits if one of the above events occur:

COVER	BENEFIT
Death	£30,000
Loss of Sight	£30,000
Loss of Speech	£30,000
Loss of Hearing	£30,000
Loss of Limbs	£30,000
Permanent Total Disablement	£30,000
Hospitalisation Benefit	£100 per each completed 24 hour period of stay in a hospital up to a maximum of 30 days. Cover excludes the first 24 hours.
Emergency Dental Expenses	Up to £250 for emergency dental treatment for natural teeth within 7 days of the accident. Excluded the first £25 of each and every claim.
Physiotherapy	Up to £500 for up to 5 sessions of physiotherapy with a qualified professional.
Stress Counselling	Up to £500 for up to 5 sessions of stress counselling with a qualified professional.
Personal Belongings	Up to £150 for damage to personal belongings Excludes the first £25 of each and every claim.
<b>All subject to a maximum claim limit of £30,000 per person.</b>	

## What is not covered – Helmet and Leathers Cover?

- The first £50 excess for **your** claim(s).
- 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.
- Any loss of value after **we** have made a payment to settle a claim.
- Any loss of or damage sustained to any clothing or other property belonging to any other person, including **your** passengers.
- **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.
- If the **motorcycle clothing** is insured under any other contract.

## What is not covered - Personal Accident Cover

The policy will not pay out for loss, injury or death as a result of any of the following:

- Claims for any person who is over 81 years of age at point of claim;
- Claims arising from **your** own criminal acts, suicide, attempted suicide or intentional self-injury, insanity or deliberate exposure to exceptional danger (except in an attempt to save human life), and/or those of any passengers travelling with **you** on the **insured motorcycle**;
- Whilst the driver is under the influence of drugs or alcohol;
- Whilst **you** are riding a moped or motorcycle as a driver or passenger;
- Pre-existing medical conditions which **you** or any passengers travelling with **you** on the **insured motorcycle** suffered from in the 12 month period immediately prior to the start date of cover which:
  - a.) Were known about, or should reasonably have known about; or
  - b.) **You** or any passengers travelling with **you** on the **insured motorcycle** had seen, or arranged to see, a **medical practitioner** about.
- Whilst the **insured motorcycle** is being used in any kind of race, track day, or motor trade, or for private or public hire as a courier or messaging service;
- Whilst **you** or any passengers travelling with **you** on the **insured motorcycle** are engaged in military, air force or naval services or operations
- Any matrimonial or family dispute;
- Provoked assault or fighting (except in bona fide self-defence).

## General exclusions

The policy will not pay out as a result of any of the following:

- Any accident which occurs outside the **territorial limits**, or which occurs outside of the **period of insurance**;
- Whilst the **insured motorcycle** is being used in any kind of race, track day, or motor trade, or for private or public hire as a courier or messaging service;
- 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;
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material;
  - 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.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation; or
- Any consequence, howsoever caused, including but not limited to **computer virus in electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

## Conditions and limitations

The following conditions apply to **your** policy:

### Consumer Insurance (Disclosure and Representations) Act 2012

This requires **you** to be truthful and take care to give accurate and complete answers to any questions Brightside ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities

### Transferring Your Interest in the Policy

**You** cannot transfer **your** interest in the policy to anyone else.

## False/Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **you** or **your** personal representative shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

## How to make a claim

If **you** want to make a claim on the policy, please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;
- Please note for a Personal Accident claim, **you** must contact the police within 24 hours of the **accident**;
- Contact the **administrator** on 0330 102 6058 as soon as possible;
- The **administrator** may provide **you** with a claim form and a list of the documents that are required;
- If **you** have been given a claim form to complete, please return this to the **administrator** along with any other items that may have requested. All documentation should be submitted to Specialist Claims, PO Box 1192, Doncaster, DN1 9PU;
- Upon receipt of **your** claim form, the **administrator** will contact **you** by telephone or post.

## Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. death certificate, police report or receipts.
- In the event of a successful claim being made under the Personal Accident death benefit section of this policy, settlement monies will be paid to the deceased's executor(s) and/or administrator(s) of their estate.

Where a successful claim is made for the death of an insured person under 18 years of age, settlement monies will be paid to the legal guardian.

- **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/or
  - Start legal action to get back from anyone else any payments that have already been made.

## Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Brightside on 0333 130 0420 or by writing to Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

**If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.**

## Insurer's right to cancel

This policy runs concurrently with **your motorcycle insurance policy**. If **your motorcycle insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

**We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

## Customer service and complaints

Please contact Brightside on 0333 130 0420 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Brightside on 0333 130 0420.

## Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Brightside on 0333 130 0420 or by writing to Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

## Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Email: [specialist@directgroup.co.uk](mailto:specialist@directgroup.co.uk)

Phone: 0330 102 6058

Post: Specialist Claims, PO Box 1192, Doncaster DN1 9PU

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](http://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.

## Legal and regulatory information

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Brightside, **we** treat it as having been received by **us**.

### The law & legal proceedings applicable to this insurance

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.

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

Certain words throughout this document are defined words and are shown in bold. These are listed and defined below.

### Accident

Means a sudden and unexpected event involving a road traffic incident which happens by chance and causes injury or death.

### Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

### 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

Means 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 motorcycle

A motorcycle which you are insured to ride under the **motorcycle insurance policy**.

### Loss of hearing or speech

The total and irrecoverable loss of hearing or speech.

### Loss of limb

Means 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

Means 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 insurance policy

The insurance policy that has been issued to **you** for the **insured motorcycle** by Brightside.

### Period of insurance

This policy will run concurrently with **your motorcycle insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motorcycle insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motorcycle insurance policy** as detailed on **your policy schedule**.

### 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.

### Personal belongings

Clothes and articles of a personal nature likely to be worn, used or carried e.g. mobile phone.

### Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured motorcycle**.

### Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

### United Kingdom

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

### We/us/our/insurer

UK General Insurance Ltd on behalf of Great Lakes Insurance SE. We are the insurer for **your** policy.

### You/your

The person whose name is shown on the **policy schedule** as the insured person