

# Helmet & Leathers, Policy Documents

*Your* Optional Extra



**CAROLE NASH**  
**The care it deserves**

# Welcome

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Thank you for arranging your motorcycle insurance through Carole Nash Select, we hope you find this booklet useful in ensuring you get the most out of your additional cover options.

Contained within this booklet is information about your additional cover, please note cover only applies if you have paid the additional premium. Please take time to read the policy wording and your Carole Nash Select Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

E-mail: [bikes@carolenash.com](mailto:bikes@carolenash.com)

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# Section 1 Helmet & Leathers

## Cover only applies if you have paid the additional premium

This Policy is evidence of a contract solely between you (your name is specified in the Schedule) and us. The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this Policy in favour of any third party.

All information supplied to us by you or on your behalf is deemed to be correct and complete. If not your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

If you agree to pay the premium and any taxes due and we agree to accept them, then we agree to provide cover to you in the terms set out in this policy during the period of insurance specified in the Schedule, provided that the Conditions under which this Policy has been issued are fulfilled.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when we say otherwise.

The Schedule and any endorsements are all part of the Policy and are to be read as one document.

Certain words and phrases in this Policy are defined and whenever they are used they will have the same meanings as given in the Definitions section of this Policy.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

### Administrator

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited. Authorised and regulated by the Financial Conduct Authority under firm reference number 309657. Company registration number 03092837. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA.

### Associated Motorcycle Policy

The motorcycle policy in effect at the same time as this contract.

### Motorcycle Helmet Camera

A micro video camera or bullet camera mounted to a motorcycle helmet.

### Motorcycle Protective Clothing

Specialist motorcycle leathers, jackets, trousers, helmets, including any **motorcycle helmet camera**, gloves and boots that **you** own or are legally responsible for.

### Period of Insurance

The period shown in the Schedule.

### Terrorism

An act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

### We, Us, Our

Astrenska Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202846. Company registration number : 0170861. Registered office Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

### You, Your

The person named as Policyholder in the Schedule.

## What is Insured

### Cover only applies if you have paid the additional premium

We will pay up to the limit shown in the Schedule for loss or damage to **motorcycle protective clothing** including any **motorcycle helmet camera**, that is damaged beyond economical repair following a motorcycle accident that occurs whilst **you** are legally riding, mounting or dismounting or undertaking emergency roadside repairs to the motorcycle insured under **your associated motorcycle policy** during the **period of insurance**.

### What is Not Insured

- the first £50 of any claim.
- theft of **motorcycle protective clothing**.
- loss or damage caused by deterioration or wear and tear.
- loss or damage unless caused as a result of a motorcycle accident.
- loss or damage caused whilst participating in any racing, rallies, competitions, speed tests, time trials or the like or while **you** are serving a ban from holding a motorcycle licence.
- loss or damage to the **motorcycle helmet camera** if it is not mounted to a helmet.

## How to Make a Claim

When **you** become aware of an incident that could lead to a claim **you** must notify Carole Nash as soon as reasonably possible in writing or by telephone and request a claim form.

In writing:

Claims Department  
Carole Nash Insurance Consultants Ltd  
Embankment West Tower,  
101 Cathedral Approach,  
Salford,  
M3 7FB.

By phone: 0800 298 5533

**You** should then complete the claim form, sign it and return it to the **administrator** as quickly as possible.

## Claims Settlement

### Helmet And Leathers

- in the event of loss or damage to separate jackets or trousers forming part of a set, the **administrator** will not pay more than the value of the individual article that is damaged.
- the **administrator** will decide whether to pay the cost of repairing **motorcycle protective clothing** or replace as new (if damaged beyond economical repair).
- **you** must be able to provide proof of purchase in respect of any item which is subject of a claim against this policy.
- **you** must at **your** own expense provide the **administrator** with any reports, certificates, information and evidence that the **administrator** ask for and do so in the manner the **administrator** requests.

# Policy Conditions Which Apply Helmet & Leathers

## Arbitration

If any dispute arises between **you** and the **administrator** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and the **administrator** in line with law at the time. The decision of the arbitrator will be final and binding on both **you** and the **administrator** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or the **administrator**, the arbitrator will decide who will pay the costs.

## Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Policy.

## Automatic Termination of Cover

All cover provided by this policy will cease immediately and on the same day as the **associated motorcycle policy** is lapsed or it is cancelled or voidable in accordance with the terms of the **associated motorcycle policy** for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement motorcycle policy is issued by Carole Nash.

## Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. The **Administrator** will then refund **your** premium in full. **You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The insurer 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:

- Where **we** reasonably suspects fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide

accurate and complete answers to the questions the **Administrator** or **your** insurance broker ask.

If **we** cancel the policy for any of the above reasons no refund of premium will be payable.

Where **our** investigations provides evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided the **Administrator** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with us, as well as other insurers, in the future.

## Company's rights after a claim

**We** or **our** representatives will be entitled to take possession of any damaged **motorcycle protective clothing** and deal with any salvage, but no items can be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover any compensation from any third party in respect of anything covered by this Policy.

## Cooling Off Period

There is a 14 day cooling off period from the date this Policy is issued. During this period, **you** may return the Policy to the intermediary who sold **you** this insurance if it does not meet **your** requirements and the **administrator** will refund **you** the premium **you** have paid, provided **you** have not made a claim or intend making a claim in the future.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether the **Administrator** accepts **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover the **Administrator** provides;
- makes a statement to the **Administrator** or anyone acting on **our** behalf, knowing the statement to be false;
- sends the **Administrator** or anyone acting on the **Administrators** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- makes a claim which is in any way dishonest or exaggerated;

The **Administrator** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and back date the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## Jurisdiction

This contract will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## Language

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English Language.

## Observance

**Our** liability is conditional on **your** observance of the terms and conditions of this Policy.

## Misrepresentation or misdescription

This Policy may be voidable in the event of misrepresentation or misdescription of answers **you** give to any questions **we** or the **administrator** ask.

## Your duty to prevent loss or damage

**You** must take all reasonable steps to protect the **motorcycle protective clothing** and keep them in a good state of repair.

## Regulation

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

## Data Protection

For full details of how the **administrator** protect your privacy and process your data please read the Privacy Statement that can be viewed online by visiting [www.coplus.co.uk/data-privacy-notice](http://www.coplus.co.uk/data-privacy-notice).

# Astrenska Privacy Notice

## How we use the information about you

As **your** insurer and a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet **our** contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have
- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed;
- protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

## How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given us.

## How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information

please contact us by email or letter as shown below:  
Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)  
Postal Address: Cutlers Exchange, 123 Houndsditch,  
London, EC3A 7BU

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above.

**You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.

## Our Customer Care Policy

Whilst we will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have procedures in place to investigate and remedy any area of concern.

### If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team  
Carole Nash Insurance Consultants Ltd  
Embankment West Tower,  
101 Cathedral Approach,  
Salford,  
M3 7FB.

### If Your Complaint is in Relation to the Insurer of Helmet & Leathers:

If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager

Coplus

Floor 2

Norfolk Tower

48-52 Surrey Street

Norwich

NR1 3PA

Telephone: 0333 043 1325

|Email: [qtmial@coplus.co.uk](mailto:qtmial@coplus.co.uk)

### Financial Ombudsman Service

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis. The address is:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

### Financial Services Compensation Scheme

**We** and Carole Nash are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party cannot meet its 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 obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 020 7741 4100.



**CAROLE NASH**  
The care it deserves

**Carole Nash Insurance Consultants Limited**

Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Tel: 0333 005 3333

Email: [bikes@carolenash.com](mailto:bikes@carolenash.com) - Website: [www.carolenash.com](http://www.carolenash.com)

**This policy and other associated documentation are also available in large print, audio and Braille.  
If you require these formats please contact Carole Nash Insurance Consultants Ltd.**

Carole Nash is a trading style of Carole Nash Insurance Consultants Ltd registered in England and Wales No 2600841.  
Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority.