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# POLICY DOCUMENT

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# POLICY DOCUMENT

Authorisation has been granted by the insurer's, Canopius Managing Agents Limited and Catlin Underwriting Agencies Ltd to MGA Capital Ltd trading as PedalSure, which acts as Agents on behalf of Canopius Managing Agents Ltd and Catlin Underwriting Agencies Ltd on **your** insurances described in this policy.

This document sets out the terms of **your** insurance cover; please read it carefully. It tells **you** what is covered and what is not, what to do if **you** want to make a claim and who to call if **you** need help.

This document sets out what is and is not covered in **your** policy. You should familiarise **yourself** with the cover provided by this policy and all the terms, conditions and exclusions that apply. It is important that it meets **your** needs and that **you** understand it.

Please read the policy in conjunction with **your** schedule. The **schedule** shows the sections of cover **you** have chosen and any special terms that apply.

Certain words shown in bold in this insurance have specific meanings and these are explained under Definitions. If after reading these documents **you** have any questions, please contact **us** using the details on page 4.

## Important

**You** should review **your** cover periodically to ensure it continues to meet **your** needs.

## Complaints Procedure

If **You** have a complaint regarding your insurance please contact:

### In Respect Of Sections 1 & 2

Canopius Managing Agents Limited  
Divisional Underwriter – UK Accident & Health  
Gallery 9, One Lime Street, London, EC3M 7HA.

Complaints Manager  
XL Catlin Syndicate 2003  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom  
Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

### In Respect Of Section 3 Only

Complaints Manager  
XL Catlin Syndicate 2003  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom  
Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

Where possible please include **your** policy number, which is shown on the **schedule**.

In the event that **you** remain dissatisfied **you** can refer **your** complaint to the Complaints team at Lloyd's. Their address is:

Complaints Lloyd's  
One Lime Street, London  
EC3M 7HA  
Tel No: 020 7327 5693

Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service (FOS),  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect **your** right to take legal action if **you** need to.

**In respect of Section 4 only**

## **IN RELATION TO CYCLIST'S LEGAL PROTECTION (SECTION 4 OF YOUR POLICY)**

If **You** are not satisfied and wish to make a complaint, please follow the following procedure.

In the first instance, **we** would encourage **you**, by whichever method is most convenient to **you**, to contact the person who is dealing with the matter.

### **Step 1**

If this is not appropriate for whatever reason, or if the matter is not resolved straight away, **you** can contact **our** Customer Relations Department to have the matter reviewed. The contact details are as follows:

**Tel:** 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and **our** training purposes, calls may be recorded).

**E-mail:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**Post:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### **Step 2**

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction

The Financial Ombudsman Service (FOS),  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect **your** right to take legal action if **you** need to

### **Definition Of An Eligible Complainant**

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **your** complaint if **you** have given MGA Capital Ltd trading as PedalSure, or Canopus Managing Agents Ltd, or Lloyd's the opportunity to resolve it.

### **ODR Platform**

If **you** purchased **your** insurance online, please also note that **you** can if **you** wish submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission.

**You** can access the ODR Platform by clicking on the following link:

<http://ec.europa.eu/consumers/odr/>

### **Financial Services Compensation Scheme**

MGA Capital Ltd trading as PedalSure, and Canopus Managing Agents Limited are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### **The Law Applicable To This Policy**

**You** and **we** can choose the law which applies to this policy. **We** propose that English law applies. Unless **we** and **you** agree otherwise, English law will apply to this policy.

### **Claim Notification**

If **you** need to make a claim, please contact our Claim Handlers:

Roger Rich & Co

2A Marston House

Cromwell Park, Chipping Norton Oxfordshire OX7 5SR

**Tel:** +44 (0) 1608 641351

**Fax:** +44 (0) 1608 641176

**Email:** [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk)

**You** must report any claim as soon as possible.

### **How To Contact Us**

You can contact PedalSure in the following ways:

**By phone:** 0800 888 6745

**Mon to Fri:** 9am – 5pm

**By email:** [info@pedalsure.com](mailto:info@pedalsure.com)

**Online:** [www.pedalsure.com](http://www.pedalsure.com)

**By post:**

150 Minories,

Suite 610,

London,

EC3N 1LS

## **DEFINITIONS**

Where **we** explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule. These words are highlighted by the use of **bold** print. Definitions are listed alphabetically.

### **Abandoned/Abandonment**

Being left in a location other than the **insured location** for more than 12 hours at any one time or at a train station or **your** permanent place of employment for more than 24 hours at any one time.

### **Accessories**

Equipment added and fixed to the frame and which are not essential to the **bike's** operation including panniers, GPS computers, saddlebags, mudguards, lights, trailers and passenger carrying trailers not otherwise specifically excluded.

### **Accident**

A single and sudden, unexpected, unusual, specific event, external to the body, that happens by chance and could not have been expected, which causes visible and violent bodily injury that happens at an identifiable time and place during the period of insurance. It includes being exposed to severe or exceptional weather conditions.

### **Accidental Damage**

The sudden and unforeseen **Accidental Damage** to the **Bike** specified on **your schedule** not otherwise specifically excluded.

### **Approved Lock**

A lock appropriate to the value of the **bike** and specified either in the Master Locksmiths Association 'Sold Secure' list of cycle locks or a Thatcham approved motorcycle lock.

- a) **Bikes** valued at £1,000 or under require a Bronze, Silver or Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.
- b) **Bikes** valued at more than £1,000 but less than £2,000 require a Silver or Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.
- c) **Bikes** valued at £2,000 or over require a Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.
- d) Any other specified lock accepted by **us** in writing

### **Average Weekly Wage**

**Your** total net basic annual salary at the date an insured **accident** occurs including payments for commission and overtime of constant character but excluding income received as bonuses divided by fifty two (52) or, if **you** are paid weekly, **your** average basic weekly wage for the thirteen weeks prior to the accident.

### **Bike**

Any cycle including tricycle and tandem, trailer cycle or push scooter other than ePeds, iPeds or cycles of similar moped like appearance powered by human pedaling and/or battery which is not subject to the requirements of the Road Traffic Act and is specified on **your Schedule**.

### **Bike Box**

Luggage developed specifically for the carriage of a **bike** or **bike** wheels, either owned by **you** or in the custody, care or control of **you** for the carriage of **your own bike**.

### **Bodily injury**

Identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury) which results in an **your** death or disability within 12 months of the date of the **accident**.

### **Dental treatment**

Dental treatment to natural teeth or replacement or repair to existing bridges or caps directly as a result of the **accident** and for which treatment has started within 48 hours of the **accident**.

### **Competition**

An organised event from which a winner is selected.

### **Endorsement(s)**

A change to the terms of the policy as shown under **endorsements** in the **schedule**.

### **Evidence of ownership**

Original purchase receipt showing the date, price paid, details of the **bike** and **approved lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

### **Excess**

The amount **you** are required to pay as the first part of each and every claim made. **Your excess** is shown in **your schedule**. In the event that more than one of **your** declared **bikes** is involved in one claim each **bike** will have a separate excess.

### **Excess period**

The initial period of temporary disability, during which **we** will not pay the temporary total disability benefit.

### **Family Member**

Parent, spouse, partner, son, daughter or siblings who permanently reside with **you** at the **insured location** shown on **your schedule**.

### **Forcible and violent entry or exit**

- a) Entry or exit evidenced by visible damage to the fabric of the building or vehicle at the point of entry or exit.
- b) Damage caused to **an immovable object** or **approved lock**.

### **Hospitalisation**

Staying in a hospital overnight as an inpatient when this is considered to be necessary by a legally - qualified medical practitioner other than **you** or a member of **your** immediate family.

### **Immovable object**

- a) Any solid object fixed in or on to concrete or stone which is not capable of being undone, removed with, or lifted under/ over the **bike**.
- b) A properly fixed motor vehicle roof rack or properly fixed vehicle bicycle rack.
- c) At train stations, a bicycle rack supplied by the train station expressly for the purpose of securing bicycles and within the jurisdiction of the transport police.

### **Information**

Any fact, information or change in circumstances which could have a bearing on **your** cover or which may increase the possibility of **theft** or **accidental damage** covered by **your** policy.

### **Insured location**

The address as stated on your schedule where the **bike** is usually kept which shall mean:

- a) A brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof
- b) A privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof attached to or within the boundaries of a private house
- c) A self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof
- d) A self-contained lockable private room in the halls of residence in which **you** reside.
- e) A communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **you** reside

- f) A brick, concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **you** reside and which is privately accessed by residents and their guests only
- g) A privately accessed wooden shed within the boundaries of the property in which **you** normally reside.
- h) Cover shall be extended to any temporary residence such as a holiday cottage, holiday home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the period of insurance. Any other address that **you** reside at for in excess of 30 days in any one year may be covered provided **you** advise us and we accept by an endorsement.

### **Loss of hearing**

Permanent, total and irrecoverable **loss of hearing** in one or both ears.

### **Loss of Limb(s)**

The permanent physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the permanent and total loss of use of a hand, arm, foot or leg.

### **Loss of use**

The permanent and total loss of use of a shoulder, elbow, wrist, hip, knee or ankle.

### **Loss of sight**

The permanent and total loss of sight which we consider as having happened:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) in one eye if, after correction, the degree of sight **you** have left in that eye is 3/60 or less on the Snellen Scale (meaning **you** can see at three feet what **you** should be able to see at 60 feet).

### **Loss of speech**

Permanent, total and irrecoverable **loss of speech**.

### **Malicious Damage**

Intentional damage caused by a third party

### **Money**

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.

### **Out of pocket expenses**

Necessary and reasonable extra expenses **you** have paid as a direct result of an **accident** and which **you** have receipts for. This can include obtaining a second medical opinion following a referral from **your** General Practitioner, taxi fares and other ancillary costs.

### **Paraplegia**

Permanent and entire paralysis of both legs.

### **Period of Insurance**

The period specified on **your schedule**.

### **Permanent Total Disability**

- a) Bodily injury which entirely prevents **you** from working in any business or occupation which **you** are reasonably suited to by training, education or experience, and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.
- b) In respect of children under 18 years of age **permanent total disability** shall mean **bodily injury** which entirely prevents you from attending full-time education for a period of 52 continuous weeks and which, at the end of that period, shows no signs of ever improving and leaves you without the prospect of being able to do any paid work or of being able to support **yourself** financially.



### **Personal Possessions**

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also, for example, MP3 players, mobile phones and sports equipment.

### **Pre-existing Condition**

A physical or mental disability, or on-going or recurring medical condition (one that keeps coming back), which **you** had, knew **you** were likely to have, or had symptoms of, before the **period of insurance** (unless **we** have agreed to provide cover in writing).

### **Premium**

The amount referred to as such on **your schedule**.

### **Quadriplegia**

Permanent and entire paralysis of both legs and both arms.

### **Schedule**

The policy schedule issued to **you** and any endorsement attaching to it.

### **Sum Insured**

The amount set out on **your schedule**.

### **Temporary Total Disability**

**Bodily injury** following an accident which entirely prevents **you** from working in **your** usual business or occupation.

### **Territorial Limits**

- a) Anywhere in the United Kingdom, Channel Islands or Isle of Man
- b) Worldwide for up to 30 days during any one Period of Insurance provided **you** have paid the required additional Premium and the cover is shown on Your Schedule. Excluding cover for Section 2 Personal Liability in respect of the USA and Canada.
- c) Worldwide for up to 60 days during any one Period of Insurance you have paid the required additional Premium and the cover is shown on **your schedule**, excluding cover for Section 2 Personal Liability in respect of the USA and Canada.

### **Theft**

The unauthorised dishonest appropriation of the **bike(s)** shown on **your schedule** by another person with the intention of permanently depriving **you** of it.

### **Unattended**

Whilst the **bike** is not being used or held by **you** or an adult who is entrusted with its safe keeping.

### **Valuables**

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars and watches.

### **Value/Valued**

The amount shown on **your schedule** being the current equivalent replacement cost of **your bike**.

### **We/Us**

Certain underwriters at Lloyd's managed by Canopus Managing Agents Limited.

Authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

Firm reference no. 204847.

Registered in England and Wales No. 01514453.

Registered Office: Gallery 9, One Lime Street, London, EC3M 7HA.

## You/Your/Yourself/Insured Person

The person named in the **schedule** as the **Insured Person**, who is resident in the United Kingdom Channel Islands or Isle of Man or other named persons as notified to and acknowledged by **us** in writing.

## SECTION 1 - PERSONAL ACCIDENT

This section only applies if the required additional **premium** has been paid and the cover is shown on **your schedule**.

		<b>BRONZE</b>	<b>SILVER</b>	<b>GOLD</b>
1	<b>Accidental Death</b>	£35,000	£60,000	£150,000
2	<b>Loss of sight</b> in one or both eyes	£35,000	£60,000	£150,000
3	Loss of a limb	£35,000	£60,000	£150,000
4	<b>Loss of use</b> of Shoulder, Elbow, Wrist, Hip or Knee or Ankle	£20,000	£40,000	£60,000
5	<b>Permanent total disability</b>	£35,000	£60,000	£150,000
6	<b>Quadraplegia</b>	£35,000	£60,000	£150,000
7	<b>Paraplegia</b>	£35,000	£60,000	£150,000
8	<b>Loss of hearing</b> in both ears	£15,000	£30,000	£45,000
9	<b>Loss of hearing</b> in one ear	£5,000	£10,000	£15,000
10	<b>Loss of speech</b>	£15,000	£30,000	£45,000
11	Out of pocket Expenses following bodily injury – up to	£200	£300	£500
12	In-patient hospitalisation benefit for each 24-hour period, up to 30 days	£250	£250	£250
13	Physiotherapy sessions following bodily injury – up to	£500	£750	£1,000
14	Broken bones – Skull (excluding nose & teeth) OR Shoulder (scapula & clavicle)	£500	£1,250	£2,000
15	Broken bones – Arm (humerus or ulna or radius) or Leg (femur or patella or tibia or fibula)	£250	£500	£750
16	<b>Dental Treatment</b> – up to	£500	£750	£1,250
17	<b>Temporary Total Disability</b> from your usual profession, business or occupation	Up to the amount shown on <b>your schedule</b>	Up to the amount shown on <b>your schedule</b>	Up to the amount shown on <b>your schedule</b>

## We Will Pay For

We will pay the benefit shown in the Table of Cover if, during the **period of insurance**, **you** suffer bodily injury following an **accident** within the **Territorial Limits** whilst riding on, mounting onto or dismounting from any **bike** and which results in any of the following:

- 1) Death (**we** will also pay the **sum insured** for death if **you** disappear, are not found within 52 weeks, and we receive enough evidence to assume that a **bodily injury** caused **your** death)
- 2) **Loss of sight** in one or both eyes.
- 3) **Loss of limb(s)**
- 4) **Loss of use** of Shoulder, Elbow, Wrist, Hip, Knee or Ankle
- 5) **Permanent total disability**
- 6) **Quadriplegia**
- 7) **Paraplegia**
- 8) **Loss of hearing** in both ears
- 9) **Loss of hearing** in one ear
- 10) **Loss of speech**
- 11) Out of pocket expenses
- 12) Hospitalisation
- 13) Physiotherapy costs incurred within 52 weeks from the date of an accident following **bodily injury**

- 14) Broken bones as described in the Table of Cover following **Bodily injury**
- 15) Dental treatment
- 16) Temporary Total Disability (while **you** continue to be disabled **we** will pay the weekly benefit shown in the schedule for up to fifty two (52) weeks from the date of an accident, less the excess period).

Benefits under this section shall be payable to **you** or **your** nominees, and shall be limited to the maximum amount per person, as shown in the Table of Cover.

### **We Will Not Pay For**

The following exclusions apply to Personal Accident. Please see the general exclusions that also apply to all of this insurance.

**We** will not pay the following:

- a) The sum insured for any one event if death, loss or disability does not occur within 52 weeks of an accident.
- b) Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression.
- c) **Your** participation in a criminal act, civil commotion or riot of any kind.
- d) Any accident whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown on **your schedule**
- e) **Your** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an
  - a. accident, **bodily injury** or criminal act
- f) Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery
- g) Any **pre-existing condition**
- h) Any injury which has arisen from or is traceable to or is caused by any gradually developing bodily deterioration
- i) All claims out of unreasonable failure to follow medical advice.
- j) **Temporary total disablement** benefits are subject to the **excess period** shown in the **schedule**
- k) Any claim under **temporary total disability** for a period after fifty-two (52) weeks from the date that an accident happened.
- l) For **temporary total disability**, any amount over 75% of an **your** average weekly wage before deductions
- m) Osteoporosis
- n) **Dental treatment** that is purely cosmetic or for aesthetic purposes for example:
  - a. any treatment **you** elect to have, such as crowns, bridges,
  - b. inlays and onlays, which are not clinically necessary
  - c. replacement of silver-coloured fillings with white fillings
  - d. tooth whitening, including bleaching and laser whitening, veneers or
  - e. orthodontic treatment
- o) Any business use or professional racing (other than time trials)
- p) Any injury arising from **your** use of the **bike** to participate in stunts or the use of equipment designed for undertaking stunts.
- q) Costs that are recoverable under any other policy or health service facility.

### **Special Conditions**

The following conditions apply to Benefits 1 to 10 of Section 1 – Personal Accident:

- 1) We will only pay for one insured event, other than any medical expenses that we have agreed to.
- 2) If loss or disability covered by this insurance causes death (within fifty two (52) weeks of an **accident**) before we have paid any claim for loss or disability, we will only pay the amount shown in the **schedule** for **accidental death**.
- 3) If we have made any payment for weekly benefit under **temporary total disability**, we will take this amount from any fixed benefit we later pay for the **accident**.

## SECTION 2 - THE BIKE

This section only applies if the required additional **premium** has been paid and the cover is shown on **your schedule**.

### We Will Pay For

We will pay up to the amount shown in the **schedule** for any loss or damage within the **territorial limits** to your **bike, accessories, bike box or personal possessions**.

### We Will Not Pay For

- 1) The amount of the **excess** shown in **your policy schedule**
- 2) Any **bike** not specified on **your schedule** as property insured.
- 3) Loss or Damage where **you** cannot provide us with **evidence of ownership**.
- 4) **Theft** unless the security requirements have been complied with.
- 5) **Theft** when the **bike** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the approved lock demonstrating the make and model or the remains of the approved lock are provided in support of any claim.
- 6) Theft when **your bike** is secured by a lock which is only approved for use with a **bike** with a lower value than **your bike**.
- 7) Theft or malicious damage following **abandonment**.
- 8) Unexplained **theft**.
- 9) Any tyres, removable parts, **bike boxes**, fixed **accessories** or **personal possessions** unless the **bike** is stolen or suffers **accidental damage** at the same time.
- 10) **Theft** or **accidental damage** whilst the **bike** is hired or loaned by **you** to any other person including a member of **your** family unless otherwise agreed by underwriters.
- 11) Any **personal possessions** or **bike boxes** stolen from the **insured location**.
- 12) Any **accident** whilst the **bike** is being used in **competition** unless the required additional **premium** has been paid and the cover is shown on **your schedule**.
- 13) **Theft** when using the **bike** for hire, reward, courier services or the carriage of paying passengers.
- 14) **Accidental damage** when using the **bike** to perform stunts or whilst using equipment designed for undertaking stunts.
- 15) **Theft** or **accidental damage** sustained in transit with an airline unless the **bike** is securely packaged in a **bike box** and a receipt obtained
- 16) Marking, scratching, denting or any cosmetic change which does not impair the function and performance of the **bike**.
- 17) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination.
- 18) Change in colour or finish, dust, chemical action or reaction.
- 19) Failure to use or maintain the **bike** in accordance with the manufacturer's instructions.
- 20) Faulty or defective design materials or workmanship or latent defect and defects in operation.
- 21) Loss or damage used by or in the process of:
  - a. cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - b. caused by chewing, scratching, tearing or fouling by **your** domestic animals
  - c. caused by rot, fungus, insects or vermin
  - d. caused by any gradually operating cause or wear and tear
  - e. arising from depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming, e.g. costs incurred in preparing the claim or loss of earnings following **your** bodily injury or illness
  - f. by mechanical or electrical breakdown or failure
  - g. to any property solely used for the purpose of business, trade, profession or employment.
- 22) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable.
- 23) Loss arising from the cost of remaking any film, disc or tape or the value of any information held on it.
- 24) Loss arising from any depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming.
- 25) Loss or damage to valuables or money.
- 26) Loss or damage to documents

27) Property more specifically insured by any other policy.

## Replacement Bike Hire - What Is Covered

### We Will Pay For

Replacement **bike** hire within the **territorial limits**. We will pay for the reasonable cost of the hire of an alternative **bike** from a recognised reputable **bike** dealer whilst awaiting repair or replacement of **your bike** when the subject of an approved claim, or where the **bike** fails to arrive at a venue outside the United Kingdom due to a delay by an airline.

### We Will Not Pay For

- 1) When the costs of hire have not been agreed with **us**.
- 2) Where **our** prior authority has not been obtained.
- 3) Where the costs of hire are greater than a normal charge through a recognised supplier.
- 4) Where the costs exceed more than the amount shown in the Table of Cover during any one **period of insurance**.
- 5) Where the costs are in excess of the **bike** value or repair costs.
- 6) Where evidence of expenditure cannot be provided.
- 7) Where costs are incurred by anyone other than **you**.

## SECTION 3 - PERSONAL LIABILITY

This section only applies if the required additional **premium** has been paid and the cover is shown on **your schedule**.

### WE WILL PAY FOR

We will pay up to the amount shown in the **schedule** (including costs and expenses agreed by **us** in writing) for any one claim or series of claims arising from any one event or one source or original cause within the **territorial limits** that **you** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **period of insurance** arising from the use of any **bike** for accidental:

- 1) Death, **bodily injury** or illness of any person, or
- 2) **Damage** to material property not belonging to **you** or in **your** custody or control.

### We Will Not Pay For

Legal liability to pay compensation or costs arising from:

- 1) Any business, trade, profession or employment.
- 2) The transmission of any contagious disease or virus.
- 3) Any action for damages brought in a court outside the **territorial limits**.
- 4) Bodily injury to any member of **your** family or to any employee .
- 5) Accidental loss of or damage to property belonging to or in the care, custody or control of **you** or any member of **your** family or of an employee.
- 6) The ownership, possession or use of any mechanically propelled vehicle (other than a **bike**).
- 7) Any liability arising out of the use of a **bike** in the USA or Canada.
- 8) Any punitive, exemplary or aggravated damages awarded against **you**.
- 9) Any accident whilst the **bike** is being used in Competition unless the required additional premium has been paid and the cover is shown on **your schedule**.
- 10) Any use of the **bike** to participate in any stunts.

## SECTION 4 – CYCLIST’S LEGAL PROTECTION

This section only applies if the required additional premium has been paid.

This section is administered by ARAG plc under a binding authority agreement with the insurer AmTrust Europe Limited. The **insurer's** liability is several and they are liable for their proportion of liability in

respect of this section only and have no liability for any other insurer's proportion or in respect of any other cover part of this Policy. **Your schedule** states if this section is in force.

## **SPECIAL DEFINITIONS FOR THIS SECTION**

In addition to the policy definitions set out at the beginning of this policy, certain words and terms that are specific to this section are defined below as they have the same meaning wherever they appear.

### **Appointed advisor**

The solicitor or other advisor appointed by **us** to act on behalf of the **insured**.

### **Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of 100% "no-win no-fee".

### **Conditional Fee Agreement**

A legally enforceable agreement entered into between the **insured** and **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

### **Insured**

Shall extend to include

- 1) an infant being transported on the **bike** or an attached trailer using suitable carrying equipment that meets legal safety standards
- 2) a co-cyclist riding with **you** where the bike is a tandem

### **Insurer**

AmTrust Europe limited

### **Legal costs & expenses**

- 1) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
- 2) Other side's costs and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.

### **Reasonable prospects of success**

This means that it is always more likely than not that:

- the **insured's** claim or appeal will be successful, and
- any judgment being sought by the **insured** will be enforced.

### **Small Claims Court**

A court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Courts Reform (Scotland) Act 2014, or the equivalent jurisdiction in the United Kingdom that applies.

### **Territorial limit**

The United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

## **We/us/our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer** AmTrust Europe limited

## **When This Section Helps**

This section will help the **insured** if an event which is another party's fault:

- a) damages the **bike** and/or personal property in or on it, and/or
- b) injures or kills the **insured** whilst on or attached to the **bike**.

## **How This Section Helps**

The **insurer** will pay the **insured's legal costs & expenses** up to the limit of indemnity specified in **your** policy schedule for all claims arising from or relating to the same original cause including the cost of appeals to claim back losses that are not otherwise insured provided that:

- 1) the **insured** keeps to the terms of this section and cooperates fully with **us**
- 2) the accident happens in the **territorial limit**
- 3) the claim
  - i) always has **reasonable prospects of success**
  - ii) is reported to **us**
    - during the **period of insurance**
    - as soon as possible after the accident
- 4) unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - i) to be heard by the **small claims court**, and/or
  - ii) before proceedings need to be issued
- 5) the claim falls under the jurisdiction of a court in the **territorial limit**
- 6) the **insured** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

## **We Will Not Pay For**

The **insurer** will not cover any claim arising from or relating to:

1. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
2. a contract
3. defending any claim other than appeals against the **insured**
4. an accident that happens before the start of this section
5. fines, penalties or compensation awarded against the **insured**
6. a group litigation order

## **CONDITIONS WHICH APPLY TO THIS SECTION**

Where the **insurer's** risk under this section has increased due to the **insured's** failure to keep to these conditions the **insurer** can cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens.

### **1. The insured's responsibilities**

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible

### **2. Freedom to choose an appointed advisor**

- a) In certain circumstances as set out in 2. b) below, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If **we** agree to start proceedings or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where the **insured's** claim is to be dealt with by the **small claims court**, and **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise their right to choose, they should write to **us** with their preferred representative's contact details.
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for the **insured** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

### 3. Consent

The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

### 6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### If You Are Involved In An Accident Which Is Not Your Fault

1. Under no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request one by telephoning **us** on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the accident is not **your** fault, **we** will arrange for a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries.
5. Please do not contact anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.



## Legal And Tax Advice

If you have a legal or tax problem we strongly recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning 0344 571 7977. Use of this service does not constitute reporting of a claim.

## GENERAL CONDITIONS

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at our option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

### 1. Automatic reinstatement of cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **bike** upon confirmation from **you** of the new property to be insured without change to the **schedule** renewal date. If the value of **your** replacement **bike** is higher than the sum insured **You** will be asked to pay the proportionate additional **premium**. Following a claim **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

### 2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please inform us in writing and return it to us within 14 days of issue. On the condition that no claims have been made or are pending, we will then refund **your premium** less an administration fee of up to £20.00 to reflect the costs of arranging and cancelling the policy.

Thereafter **you** may cancel this Insurance at any time by informing us in writing. On the condition that no claims have been made or are pending, we will refund that part of **your premium** which applies to the remaining **period of insurance**, less an administration fee of up to £20.00 to reflect the costs of arranging and cancelling the policy.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **you** at **your** last known address. Provided the **premium** has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. The following are examples of why we might want to cancel **your** policy:

#### a) Instalments

**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. If **you** have agreed to pay **your premium** by instalments and **you** do not pay an instalment when it is due, we will contact **you** and give **you** seven days' notice that we intend to retry the payment. If this attempt to collect the **premium** also fails, **we** will cancel the remaining cover under this insurance by sending **you** 14 days' notice, as shown in General Conditions.

**We** will then send **you** confirmation of the cancellation. An administration fee of up to £20.00 may be charged if **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason.

#### b) Fraud

Insurance fraud is committed when someone deceives an insurance company for financial gain. If **we** discover fraud has been attempted **your** policy can be cancelled and, in some cases, criminal charges may be filed. Examples of an attempted fraud could include attempting to claim

for a bicycle which does not belong to **you** or claiming for items that have not been damaged should **you** suffer from an **accident**.

### 3. Amendments

Mid-term amendments to **your** policy are subject to payment of any additional cost of cover and, when made by telephone or post, an administration fee of £10 will apply. If any extra **premium** is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that **period of insurance**. If **you** have already paid all **your** instalments, **you** must immediately pay any extra **premium** when it is due. If we owe **you** any return of **premium**, the amount **we** owe may be taken off the instalments due for the remaining **period of insurance**.

### 4. Contracts (Rights of Third Party) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 5. Data sharing

Under the terms of the Memorandum of Understanding in respect of information sharing between the Police Service and the Insurance industry, **we** will ask for **your** consent that personal data can be shared with the relevant Police Constabulary to assist in the validation of **your** claim. Failure to give **your** consent may prejudice **your** claim.

### 6. Entitlement to policy benefits

The benefits detailed in this policy in respect of the insured **bike** are only payable to **you** and any claim may only be presented by **you**.

### 7. False/Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under this insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **you** or **your** representatives, must be immediately repaid. **You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them **we** may at our option cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim payment.

### 8. Important changes

The cover under this policy is based on information **you** have given **us** and confirmed on **your** schedule. **You** must tell us as soon as possible if any of this information changes, as **your** cover will be affected and may be invalidated in the event of a claim.

### 9. Multiple Insureds

The most **we** will pay is the relevant amount shown in the **schedule**. If more than one insured is named in the **schedule**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

### 10. Other insurance

If at the time of any claim covered under this policy, **you** have any other insurance or guarantee which covers the same **theft, accidental damage**, loss or damage, **we** will only pay a proportionate share of the claim. In respect of Personal Liability cover under Section 2, no cover is available under this insurance if **you** have indemnity from any other source.

### 11. Reasonable care

**You** must take all reasonable care to prevent any accidental damage, theft or loss and keep **your bike** and the **insured location** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

### 12. Subrogation

In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and our expense, agree to and permit us to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right.

**You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

### 13. Under insurance

A proportionate reduction in any claims settlement will be made should **you** under insure (i.e. the sum insured **you** have chosen is less than the value of the **bike**).

### 14. Sanction Limitation and Exclusion Clause

**We** will not provide cover or be liable to pay any claim or provide any benefit if to do so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

### 15. Several Liability Notice/Clause

This insurance is provided by certain underwriters at Lloyd's. Underwriters shall only be liable for their own individual share of the risk, and will not be responsible for the share of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

### 16. Data Protection Notice

**We** are the data controller(s) (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** [Privacy Notice](#) which will be available on **our** websites [www.canopus.com](http://www.canopus.com) and [www.xlcatlin.com](http://www.xlcatlin.com)

If **you** do not have access to the Internet, please write to the Group Data Protection Officers (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** will also collect personal information about any additional people who **you** wish to be insured under the policy.

**We** may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for sickness or an accident.

**We** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** [Privacy Notice](#).

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact:

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
United Kingdom  
Email: [privacy@canopus.com](mailto:privacy@canopus.com)  
T + 44 20 7337 3700

Data Protection Officer  
Catlin Underwriting Agencies Limited  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom  
Email: [compliance@xlcattlin.com](mailto:compliance@xlcattlin.com)  
Telephone Number: +44 (0) 20 7743 8487

## CLAIMS CONDITIONS SECTIONS 1, 2 AND 3

**You** must comply with the following claims conditions to have the full protection of **your** policy. If **you** do not comply with them **we** may at our option cancel the policy, refuse to deal with **your** claim, or reduce the amount of any claim payment.

1. If **You** suffer a **bodily Injury** as a result of an **accident** whilst riding **your bike** which may give rise to a claim under **your** Policy.

You should always

- Contact us by phone on 01608 641 351.

### Claims Process

We will:

- a) Take details of the **accident** and **bodily Injury**
- b) Where necessary, arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of **our** own claims staff or an independent Chartered Loss Adjuster.

2. If your **bike** is lost, or **theft** or **malicious damage** is suspected, **you** must inform the police as soon as possible and obtain a crime or lost property reference number. We recommend that **you** check **your** policy cover. Check that the loss or damage is covered. This policy contains details of what is covered and how claims are settled.

**You should always:**

- Contact **us** by phone on 01608 641 351.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

### Claims Process

We will:

- a) Take details of the loss.
- b) Arrange for an approved tradesperson to provide us with an estimate.
- c) Instruct an approved supplier to contact **you** if appropriate.
- d) Where necessary, arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of **our** own claims staff or an independent Chartered Loss Adjuster.

**3. What you must do after making your claim:**

- a) Tell **us** and provide full details in writing as soon as possible if someone is holding **you** responsible for damage to their property or bodily injury to them and send to **us** any writ, summons, letter of claim or other document.
- b) If requested, send written details of **your** claim to us within 30 days.
- c) Supply at **your** own expense all supporting information, evidence of ownership and proofs which **we** may require.
- d) As soon as possible after the occurrence of any **bodily Injury**, **you** must obtain and follow the advice of Qualified Medical Practitioner.
- e) If requested, **you** shall arrange for all medical records, notes and correspondence relating to the claim or related **pre-existing condition** to be made available to a medical adviser appointed by **us** at **our** expense. **You** agree to submit to a medical examination at **our** request where **we** shall pay the fee.

**4. What You must not do:**

- a) Admit or deny any claim made by someone else against **you** or make any agreement with them. **We** have the right to negotiate, settle or defend any such claim in **your** name and on **your** behalf and take possession of the property insured and deal with salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.
- b) Abandon any property to **us**.
- c) Dispose of damaged items as **we** may need to see them.

**5. Basis of claims settlement**

- a) **We** agree to pay **you** the amount of **your claim** (less any excess and subject to the sums insured shown in **your** schedule.
- b) If **you** agree, **we** may arrange for any **bike**, cycling related **personal possessions** or **accessories** which have been lost or damaged to be repaired or replaced by a specialist dealer of our choice who will invoice us directly for the repairs or replacement. If **you** are able to obtain matching or better terms from a reputable supplier of **your** choice that is prepared to invoice **us** directly for the items which have been lost or damaged then we agree to pay the supplier **you** have chosen. **We** reserve the right to benefit from any discount or special terms obtained from the supplier selected.
- c) If **we** do not replace or repair the **bike**, **we** will pay for the loss or damage in cash.
- d) **We** reserve the right to take and keep possession of any **bike**, cycling related **personal possessions** or **accessories** which are the subject of a claim and treat these as salvage and dispose of these in any way we see fit.
- e) For claims involving the payment of weekly benefits:
  - a. Benefits will only be payable in respect of complete days of disablement;
  - b. Odd days of benefit will be payable at one seventh of the weekly benefit;
  - c. During the currency of the claim **you** must continue to pay the **premium** as stated in the **schedule**;
  - d. All **temporary total disablement benefits** shall cease upon **your** death. If **you** have been paying **your premium** by instalments any unpaid **premium** for the remaining **period of insurance** may be deducted from **your** settlement. **We** will not pay more than the sum insured shown on **your** policy.

If you have been paying **your premium** by Instalments any unpaid **premium** for the remaining **period of insurance** may be deducted from **your** settlement.

**We** will not pay more than the **sum insured** shown on **your** policy **schedule** for each complete claim **you** make.

## CLAIMS CONDITIONS SECTION 4

### IF YOU ARE INVOLVED IN AN ACCIDENT WHICH IS NOT YOUR FAULT

**1 Under** no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.

**2 You** can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request one by telephoning **us** on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).

**3 We** will require details of the accident and names and addresses of all parties involved including any witnesses.

**4 If** the advisor believes the accident is not **your** fault, **we** will arrange for a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries.

**5 Please** do not contact anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

## GENERAL EXCLUSIONS

1. This policy does not cover any **accidental damage** or **theft** or any expense whatsoever or any legal liability of whatsoever nature, directly or indirectly caused contributed to by or happening through or in consequence of:
  - a. Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
  - b. Delay, confiscation, nationalisation or detention by Customs or other government or public authority.
  - c. Intentional causes at the direction of, or with **your** knowledge.
  - d. War or invasion.
  - e. Terrorism.
  - f. Acts of foreign enemies.
  - g. Hostilities (whether or not war has been declared).
  - h. Civil war.
  - i. Rebellion, revolution, insurrection.
  - j. Military or usurped power.
  - k. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel.
  - l. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - m. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
2. Any liability in excess of the sum insured, or value, whichever is the lesser.
3. Any liability unless directly resulting from **your** ownership of use of a **bike**.
4. Any additional claims costs resulting from supply of a **bike** from outside the United Kingdom, when items are unavailable in the United Kingdom or delivery is required to addresses outside the United Kingdom.
5. Any **bike** (s) (up to a maximum of five) with an individual value of £15,000 or aggregate value over £30,000 unless we have agreed cover, specified any applicable **endorsements** and the cover is shown on **your schedule**.
6. Any claim arising out of cycling as **your** occupation or profession.

# SECURITY REQUIREMENTS

## 1. At the insured location

Theft of the property insured whilst at the insured location shall only be covered in circumstances where the bike is:

- a) Kept inside a house, self-contained flat, or self-contained lockable room in private halls in which **you** reside. Any security devices are in operation and access to the **bike** is effected by forcible and violent entry or exit.
- b) Kept inside a privately accessed garage, outbuilding or shed within the boundaries of the private house in which **you** reside, access to the **bike** is effected by forcible and violent entry or exit and **you** have complied with one of the following security requirements:
  - i. all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock, or
  - ii. the **bike** is secured through the frame by an approved lock to an immovable object within the building.
- c) Kept in a communal hallway within the building in which **you** reside, or in a communal outbuilding within the boundaries of the property in which **you** reside, and access to the **bike** is effected by forcible and violent entry or exit and the bike is secured through the frame by an **approved lock** to an **immovable object** within the hallway or communal building

## 2. Away from the insured location

**Accidental damage** or **theft** of the **bike** whilst away from the **insured location** shall only be covered in circumstances where:

- a) The **bike** is not left unattended; or
- b) the **bike** is left unattended, but secured to an **immovable object** by an **approved lock** through the frame;
- c) and any access to the **bike** is effected by forcible and violent entry or exit
- d) The **bike** has not been **abandoned**
- e) The **bike** is left in a transition area of an organised competitive triathlon or duathlon in which **you** are participating.

## 3. Where the Bike is in or on a vehicle

**Theft** whilst the **bike** is in or on a vehicle shall only be covered in circumstances where:

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened
- b) Access to or removal of the **bike** must have been effected by forcible and violent entry or exit
- c) Any security devices installed in the vehicle are in operation, and
- d) the **bike** is stored out of sight, or is secured through the frame by an approved lock to the roof or bicycle rack attached to the vehicle
- e) If the **bike** is left in or locked on to the vehicle between the hours of 9pm and 6am the vehicle must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock, and if any such Category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of such must be provided in the event of a claim.
- f) When **you** are outside the United Kingdom, theft shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim.
- g) Any vehicle used must have windows and locks that are capable of rendering the vehicle secure.