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# POLICY DOCUMENT

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## TABLE OF CONTENTS

|   |    |
|---|----|
| POLICY DOCUMENT.....                        | 3  |
| FINANCIAL SERVICES COMPENSATION SCHEME..... | 4  |
| CLAIM NOTIFICATION.....                     | 5  |
| HOW TO CONTACT US.....                      | 5  |
| DEFINITIONS.....                            | 6  |
| SECTION 1: PERSONAL ACCIDENT.....           | 9  |
| TABLE OF COVER                              |    |
| SECTION 2: PERSONAL LIABILITY.....          | 11 |
| TABLE OF COVER                              |    |
| SECTION 3: - LEGAL EXPENSES.....            | 12 |
| TABLE OF COVER                              |    |
| SECTION 4: THE BIKE.....                    | 13 |
| TABLE OF COVER                              |    |
| REPLACEMENT BIKE HIRE.....                  | 14 |
| PERSONAL POSSESSIONS.....                   | 14 |
| GENERAL CONDITIONS.....                     | 15 |
| CLAIMS CONDITIONS.....                      | 17 |
| THE FIRST THING YOU MUST DO.....            | 17 |
| GENERAL EXCLUSIONS.....                     | 18 |

## **POLICY DOCUMENT**

Authorisation has been granted by the insurer, Canopus Managing Agents Limited to MGA Capital trading as PedalSure, which acts as Agents on behalf of Canopus Managing Agents Ltd for 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 the insurance adviser who arranged this insurance for you.

## **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:

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

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.

#### **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 trading as PedalSure, or Canopius the opportunity to resolve it.

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

MGA Capital trading as PedalSure, and Canopius 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:**

0207 954 4362

Mon to Fri: 9am – 5pm

**By email:**

[info@pedalsure.com](mailto:info@pedalsure.com)

**Online:**

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

**By post:**

9 St Clare Street,

London,

EC3N 1LQ

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.

## **DEFINITIONS**

### **Abandonment**

Being left in a location other than the Insured Location or a train station for more than 12 hours at any one time

### **Accessories**

Equipment added and fixed to the frame in addition to the items specifically listed on Your Schedule including trailers and passenger carrying trailers and 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**

Accidental Damage The sudden and unforeseen Accidental Damage to the Bike specified on Your Schedule not otherwise specifically excluded

### **Approved lock**

- a) A nominated lock from the appropriate category (as specified on Your Schedule),
- b) Any other specified lock accepted by Us and specified in an Endorsement.

### **Bike**

Any cycle including tricycle and tandem, trailer cycle or push scooter powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and is specified on Your Schedule.

### **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 insured person's 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.

### **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.

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, an insured person or a member of your or an insured person's 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 would have a bearing on your cover or which may increase the possibility of theft or accidental damage covered by your policy.

**Insured location**

Locations as stated on your schedule where the bike is usually kept unless specified in an endorsement for security requirements at the insured location

- 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.
- g) A privately accessed wooden shed within the boundaries of the property in which you normally reside.

Cover shall be extended to any temporary residence such as a holiday cottage, holiday home, guesthouse, hotel or like for a maximum period of 21 days at any one time during the period of insurance. Any other address that you reside at for in excess of 21 days in any one year may be covered provided you advise us and we accept by an endorsement.

**Insured person**

Any person shown in the schedule as being an 'Insured person'

**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:

- in both eyes, if an insured person's name is added to the

**Register of Blind Persons**

on the authority of a fully qualified ophthalmic specialist; or

- in one eye if, after correction, the degree of sight an insured person has 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.

**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, phonecards, 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 the Insured person has receipts for. This can include obtaining a second medical opinion following a referral from your General Practitioner, taxi fares and other ancillary costs

**Period of Insurance**

The period specified on your schedule

**Permanent Total Disability**

- Bodily injury which entirely prevents an insured person from working in any business or occupation which they 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.
- In respect of children under 18 years of age permanent total disability shall mean – bodily injury which entirely prevents an insured person 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 them without the prospect of being able to do any paid work or of being able to support themselves 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 an insured person 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.

**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**

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**

The person named in the schedule as the Policyholder, or other named persons as notified to and acknowledged by us in writing



## SECTION 1 - PERSONAL ACCIDENT

(THIS SECTION IS OPERATIVE ONLY IF YOUR SCHEDULE SHOWS YOU HAVE SELECTED THIS COVER)

### TABLE OF COVER

THE INSURED EVENTS AND BENEFITS SHOWN IN THE TABLE ARE FOR THE LEVEL OF COVER YOU SELECT.

|   | <b>BRONZE</b> | <b>SILVER</b> | <b>GOLD</b> |
|---|---------------|---------------|-------------|
| Accidental Death  | £35,000       | £60,000       | £150,000    |
| <b>Loss of sight</b> in one or both eyes  | £35,000       | £60,000       | £150,000    |
| <b>Loss of a limb</b>   | £35,000       | £60,000       | £150,000    |
| <b>Loss of use</b> of Shoulder, Elbow, Wrist, Hip, Knee or Ankle                            | £20,000       | £40,000       | £60,000     |
| <b>Permanent total disability</b>   | £35,000       | £60,000       | £150,000    |
| <b>Quadriplegia</b>   | £35,000       | £60,000       | £150,000    |
| <b>Paraplegia</b>   | £35,000       | £60,000       | £150,000    |
| <b>Loss of hearing</b> in both ears   | £15,000       | £30,000       | £45,000     |
| <b>Loss of hearing</b> in one ear   | £5,000        | £10,000       | £15,000     |
| <b>Loss of speech</b>   | £15,000       | £30,000       | £45,000     |
| <b>Out of Pocket Expenses</b> following <b>bodily injury</b>                                | £200          | £300          | £500        |
| In-patient <b>hospitalisation</b> benefit for each 24-hour period, up to 30 days            | £250          | £250          | £250        |
| Physiotherapy sessions following <b>bodily injury</b>                                       | £500          | £750          | £1,000      |
| Broken bones - Skull (excluding nose & teeth) OR Shoulder (scapula or clavicle)             | £500          | £1,250        | £ 2,000     |
| Broken bones - Arm (humerus or ulna or radius) OR Leg (femur or patella or tibia or fibula) | £250          | £500          | £750        |
| <b>Dental Treatment</b>   | £500          | £750          | £1,250      |
| Foreign travel extension  | 7 days        | 14 days       | 28 days     |

## SECTION 1 - PERSONAL ACCIDENT - CONT

(THIS SECTION IS OPERATIVE ONLY IF YOUR SCHEDULE SHOWS YOU HAVE SELECTED THIS COVER)

| WE WILL PAY FOR  | WE WILL NOT PAY FOR  |
|--|--|
| <p><b>We</b> will pay the benefit shown in the Table of Cover if, <b>during the Period of Insurance, You</b> or an <b>insured person</b> suffers bodily injury following an accident whilst riding on, mounting onto or dismounting from any bike and which results in any of the following:</p> <p>I. Death (<b>we</b> will also pay the sum insured for death if an insured person disappears, is not found within 52 weeks, and <b>we</b> receive enough evidence to assume that a <b>bodily injury</b> caused their death)</p> <p>II. <b>Loss of sight</b> in one or both eyes.</p> <p>III. <b>Loss of limb(s)</b></p> <p>IV. <b>Loss of use</b> of Shoulder, Elbow, Wrist, Hip, Knee or Ankle</p> <p>V. <b>Permanent total disability</b></p> <p>VI. <b>Quadriplegia</b></p> <p>VII. <b>Paraplegia</b></p> <p>VIII. <b>Loss of hearing</b></p> <p>IX. <b>Loss of speech</b></p> <p>X. <b>Out of pocket expenses</b></p> <p>XI. <b>Hospitalisation</b></p> <p>XII. Physiotherapy costs incurred within 52 weeks from the date of an <b>accident following bodily injury</b></p> <p>XIII. Broken bones as described in the Table of Cover following <b>bodily injury</b></p> <p>XIV. <b>Dental treatment</b></p> <p>Benefits under this section shall be payable to <b>you</b> or <b>your</b> nominees, and shall be limited to the maximum amount per person, as shown in the Table of Cover</p> | <p>The following exclusions apply to Personal Accident. Please see the general exclusions that also apply to all of this insurance. <b>We</b> will not pay the following:</p> <p>a) The <b>sum insured</b> for any one event if death, loss or disability does not occur within 52 weeks of an <b>accident</b>.</p> <p>b) Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression.</p> <p>c) An <b>insured person</b> taking part in a criminal act, civil commotion or riot of any kind.</p> <p>d) An <b>insured person</b> 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 <b>accident, bodily injury</b> or criminal act;</p> <p>e) 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</p> <p>f) Any <b>Pre-existing condition</b>.</p> <p>g) Any injury which has arisen from or is traceable to or is caused by any gradually developing bodily deterioration</p> <p>h) Osteoporosis</p> <p>i) <b>Dental treatment</b> that is purely cosmetic or for aesthetic purposes for example:</p> <ul style="list-style-type: none"> <li>• any treatment <b>you</b> elect to have, such as crowns, bridges, inlays and onlays, which are not clinically necessary</li> <li>• replacement of silver-coloured fillings with white fillings</li> <li>• tooth whitening, including bleaching and laser whitening, veneers or</li> <li>• orthodontic treatment</li> </ul> <p>j) Any business use or professional racing (other than time trials)</p> <p>k) Costs that are recoverable under any other policy or Health Service Facility.</p> |

## SECTION 2 - PERSONAL LIABILITY

(THIS SECTION IS OPERATIVE ONLY IF YOUR SCHEDULE SHOWS YOU HAVE SELECTED THIS COVER)

### TABLE OF COVER

THE INSURED EVENTS AND BENEFITS SHOWN IN THE TABLE ARE FOR THE LEVEL OF COVER YOU SELECT.

|                                | BRONZE     | SILVER     | GOLD       |
|--------------------------------|------------|------------|------------|
| Section 2 - Personal liability | £1,000,000 | £1,500,000 | £2,000,000 |

| WE WILL PAY FOR  | WE WILL NOT PAY FOR  |
|--|--|
| <p><b>We</b> will pay up to the amount shown in the Table of Cover (including costs and expenses agreed by <b>us</b> in writing) for any one claim or series of claims arising from any one event or one source or original cause that <b>you</b> or an <b>insured person</b> become legally liable to pay as compensation (including claimants costs and expenses) occurring during the <b>period of insurance</b> for accidental:</p> <p>I. death, bodily injury or illness of any person<br/>           II. damage to material property not belonging to or in the custody or control of <b>you</b> or an <b>insured person</b> arising from the use of any bike.<br/>           Unrecovered Damages<br/> <b>We</b> will pay the amount of any award of damages made in <b>your</b> or an <b>insured person's</b> favour which:</p> <p>I. is in respect of death, bodily injury or illness or damage to property of such nature that <b>you</b> or an <b>insured person</b> would have been entitled to a claims payment under Personal Liability had <b>you</b> or an <b>insured person</b> been responsible for the injury or damage<br/>           II. is made by a court within the United Kingdom, Isle of Man or Channel Islands<br/>           III. is still outstanding six months after the date on which it is made<br/>           iv. is not the subject of an appeal.</p> | <p>2. Legal liability to pay compensation or costs arising from:</p> <p>a) any business, trade, profession or employment<br/>           b) the transmission of any contagious disease or virus<br/>           c) any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man<br/>           d) bodily injury to any member of your family or to any employee<br/>           e) 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<br/>           f) the ownership, possession or use of any mechanically propelled vehicle (other than a Bike).</p> |

## SECTION 3 - LEGAL EXPENSES

(THIS SECTION IS OPERATIVE ONLY IF YOUR SCHEDULE SHOWS YOU HAVE SELECTED THIS COVER)

### TABLE OF COVER

THE INSURED EVENTS AND BENEFITS SHOWN IN THE TABLE ARE FOR THE LEVEL OF COVER YOU SELECT.

|                            | BRONZE  | SILVER  | GOLD    |
|----------------------------|---------|---------|---------|
| Section 3 – Legal expenses | £15,000 | £20,000 | £25,000 |

| WE WILL PAY FOR   | WE WILL NOT PAY FOR   |
|---|---|
| <p>We will reimburse the <b>insured</b> for legal expenses incurred by or on behalf of an <b>insured person</b> up to an amount not exceeding the sum insured stated in the Table of Cover in pursuing a claim for damages against any third party who has caused the death, injury or illness of the <b>insured person</b> by an incident occurring during the <b>period of insurance</b>.</p> | <ol style="list-style-type: none"> <li>1. legal expenses incurred without the prior written approval of <b>Us</b>;</li> <li>2. claims against us or anyone acting on behalf of <b>us</b>;</li> <li>3. the continued pursuit of any claim where <b>we</b> consider the <b>insured</b> or an <b>insured person</b> does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party;</li> <li>4. legal actions between <b>insured persons</b>;</li> <li>5. legal actions to obtain satisfaction of a judgement or legally binding decision or legal proceedings brought in more than one country;</li> <li>6. legal expenses which constitute a valid claim under any other insurance policy beyond our proportionate share of any claim costs.</li> </ol> |

## SECTION 4 - THE BIKE

(THIS SECTION IS OPERATIVE ONLY IF YOUR SCHEDULE SHOWS YOU HAVE SELECTED THIS COVER)

### TABLE OF COVER

THE INSURED EVENTS AND BENEFITS SHOWN IN THE TABLE ARE FOR THE LEVEL OF COVER YOU SELECT.

| <b>Section 4 – The bike</b>   |  |
|---|--|
| <b>Accidental damage</b> or theft   | Up to the amount shown <b>on your schedule</b> |
| Replacement bike hire – up to   | £500   |
| Clothing & personal effects - up to   | £500   |
| Including <b>accessories</b> damaged at the same time as your <b>bike</b> – up to | £1,000   |

## YOUR BIKE - WHAT IS COVERED

| WE WILL PAY FOR                    | WE WILL NOT PAY FOR  |
|------------------------------------|--|
| Loss or damage to <b>your bike</b> | <ol style="list-style-type: none"> <li>1. The amount of the <b>excess</b> shown in <b>your</b> policy <b>schedule</b></li> <li>2. Theft unless the security requirements have been complied with</li> <li>3. Theft when the <b>bike</b> is locked to an <b>immovable object</b> by an <b>approved lock</b> unless the key and a receipt for the purchase of the <b>approved lock</b> demonstrating the make and model or the remains of the approved lock are provided in support of any claim</li> <li>4. Unexplained theft</li> <li>5. Any tyres, fixed <b>accessories</b> or removable parts unless the <b>bike</b> is stolen or suffers <b>accidental damage</b> at the same time</li> <li>6. Theft when <b>your bike</b> is secured by a lock which is only approved for use with a <b>bike</b> with a lower <b>value</b> than <b>your bike</b></li> <li>7. Theft when using the <b>bike</b> for hire, reward, courier services or the carriage of paying passengers</li> <li>8. When <b>accidental damage</b> is sustained in transit when handed to a recognised transport provider unless the <b>bike</b> is securely packaged and a receipt obtained</li> <li>9. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the <b>bike</b></li> <li>10. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction</li> <li>11. Failure to use or maintain the <b>bike</b> in accordance with the manufacturer's instructions</li> <li>12. Faulty or defective design materials or workmanship or latent defect and defects in operation</li> <li>13. Loss or damage used by or in the process of               <ol style="list-style-type: none"> <li>a) cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing</li> <li>b) caused by chewing, scratching, tearing or fouling by Your domestic animals</li> </ol> </li> </ol> |

## YOUR BIKE - WHAT IS COVERED - CONT

| WE WILL PAY FOR                    | WE WILL NOT PAY FOR  |
|------------------------------------|--|
| Loss or damage to <b>your bike</b> | <ul style="list-style-type: none"> <li>c) caused by rot, fungus, insects or vermin</li> <li>c) caused by any gradually operating cause or wear and tear</li> <li>e) arising from depreciation in <b>value</b> 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 <b>your bodily injury</b> or illness</li> <li>f) by mechanical or electrical breakdown or failure</li> <li>g) to any property solely used for the purpose of business, trade, profession or employment</li> <li>I. where property is obtained by any person using any form of payment which prove to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable</li> <li>II. to property more specifically insured by any other policy</li> </ul> |

## REPLACEMENT BIKE HIRE - WHAT IS COVERED

| WE WILL PAY FOR   | WE WILL NOT PAY FOR  |
|---|--|
| <p><b>3. Replacement bike hire</b></p> <p><b>Replacement bike hire</b> within the United Kingdom. <b>We</b> will pay for the reasonable cost of the hire of an alternative <b>bike</b> from a recognised reputable bike dealer whilst awaiting repair or replacement of <b>your bike</b> when the subject of an approved claim.</p> | <p>3.</p> <ul style="list-style-type: none"> <li>a) When the costs of hire have not been agreed with us.</li> <li>b) Where <b>our</b> prior authority has not been obtained.</li> <li>c) Where the costs of hire are greater than a normal charge through a recognised supplier.</li> <li>d) Where the costs exceed more than the amount shown in the Table of Cover during any one <b>period of insurance</b>.</li> <li>e) Where the costs are in excess of the <b>bike value</b> or repair costs.</li> <li>f) Where evidence of expenditure cannot be provided.</li> <li>g) Where costs are incurred by anyone other than you</li> </ul> |

## PERSONAL POSSESSIONS – WHAT IS COVERED

| WE WILL PAY FOR  | WE WILL NOT PAY FOR   |
|--|---|
| <p><b>4. Personal possessions</b></p> <p>Damage to <b>personal possessions</b> belonging to <b>you</b> or an <b>insured person</b> (or that <b>you</b> or an <b>insured person</b> are legally responsible for) and that are mainly used for private purposes. The <b>personal possessions</b> must be damaged at the same time as <b>your bike</b>.</p> | <p>4. Damage:</p> <ul style="list-style-type: none"> <li>a) arising from the cost of remaking any film, disc or tape or the value of any information held on it</li> <li>b) arising from depreciation in value or other loss, damage or additional expense following on from the event for which You are claiming</li> <li>c) <b>Valuables</b> or <b>money</b>.</li> <li>d) to documents</li> <li>e) which is specifically covered elsewhere</li> </ul> |

## 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 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 in full.

#### Cancellation after the withdrawal period

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 want to cancel your policy

#### 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, the following will apply.

- If you do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, you must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If you do not pay the amount you owe within these 14 days, we will cancel the remaining cover under this insurance by sending you 14 days' notice, as shown in General Condition 2. We will then send you confirmation of the cancellation.
- 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.

#### 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 canceled 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. 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.

### 4. 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.

### 5. Entitlement to policy benefits

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

### 6. 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.

### **7. 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.

### **8. Information**

You should advise us of any change in the information you have given us which is relevant to this insurance, in particular any previous events involving accidental damage or theft whether insured or not. In particular, you must tell us about:

- a) previous convictions for any act of fraud, theft or dishonesty;
- b) where any special terms or conditions have been applied by previous insurers; or
- c) where you have been refused or declined cover by a previous insurer. If you do not tell us, your insurance may not be valid or may not fully cover you. If you are not sure whether any information is relevant, you should tell us anyway.

### **9. 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 or any insured person named on your schedule has indemnity from any other source.

### **10. 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.

### **11. 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.

### **12. 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).

### **13. Foreign travel extension**

This insurance extends to include up to 28 days (see Table of Cover for the level of cover applicable) in each Period of insurance for travel outside the United Kingdom, the Channel Islands or the Isle of Man.

### **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.



## **CLAIMS CONDITIONS**

**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.

### **The first thing you must do**

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:

- i) Take details of the Accident and Bodily injury.
- ii) 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:

- i) Take details of the loss.
- ii) Arrange for an approved tradesperson to provide us with an estimate.
- iii) Instruct an approved supplier to contact you if appropriate.
- iv) 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.

### **What you must do after making your claim**

- 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.

- If requested, send written details of your claim to us within 30 days.

Supply at your own expense all supporting information, evidence of ownership and proofs which we may require

### **What you must not do**

- 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.

- Abandon any property to us.

- Dispose of damaged items as we may need to see them.

### **Basis of claims settlement**

At our option, we will either:

- pay you the amount of your claim (less any excess and up to any limits which may apply), or
- repair, replace or reinstate the bike as new.

We will only choose to repair, replace or reinstate the damaged bike if:

- the work can be carried out in full within a reasonable timescale, and
- the sum insured for the property lost or damaged will cover the full cost of the necessary work.

If we cannot replace or repair the bike, we may pay for the loss or damage in cash. Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash settlement, then payment will not exceed the amount we would have paid the preferred supplier. If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied.

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

**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 bike not specified on your schedule as property insured.
3. Any liability in excess of the sum insured, or value, whichever is the lesser.
4. Any bike where evidence of ownership has not been provided.
5. 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.
6. Any bike(s) (up to a maximum of three) with an individual value of £10,000 or aggregate value over £15,000 unless we have agreed cover, specified any applicable endorsements and the cover is shown on your schedule.
7. Any claim arising out of cycling as your occupation or profession.
8. Any claim where you have declared the use of an approved lock but have been unable to demonstrate that an approved lock was used.

## 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) At an insured location: a) house; c) flat; and d) room in a communal residence; the bike is kept inside, any security devices are in operation and access to the bike is effected by forcible and violent entry or exit.
- b) At an insured location : b) private garage; and g) privately accessed wooden shed; access to the bike is effected by forcible and violent entry or exit and you have complied with 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 must be secured through the frame by an approved lock to an immovable object within the building.
- c) At an insured location: e) communal hallway; and f) communal outbuilding; the bike must be secured through the frame by an approved lock to an immovable object within the 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; and
- c) any access to the bike is effected by forcible and violent entry or exit
- d) the bike is not left unattended within the boundaries of a train station for more than 24 hours and subject to 2(b) and 2(c).

### 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 where it is impossible to comply with the Thatcham security requirements, 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
  - i. valid motor insurance;
  - ii. a valid MOT certificate where applicable;
  - iii. current road tax where applicable; and
  - iv. all windows and locks that are capable of rendering the vehicle secure