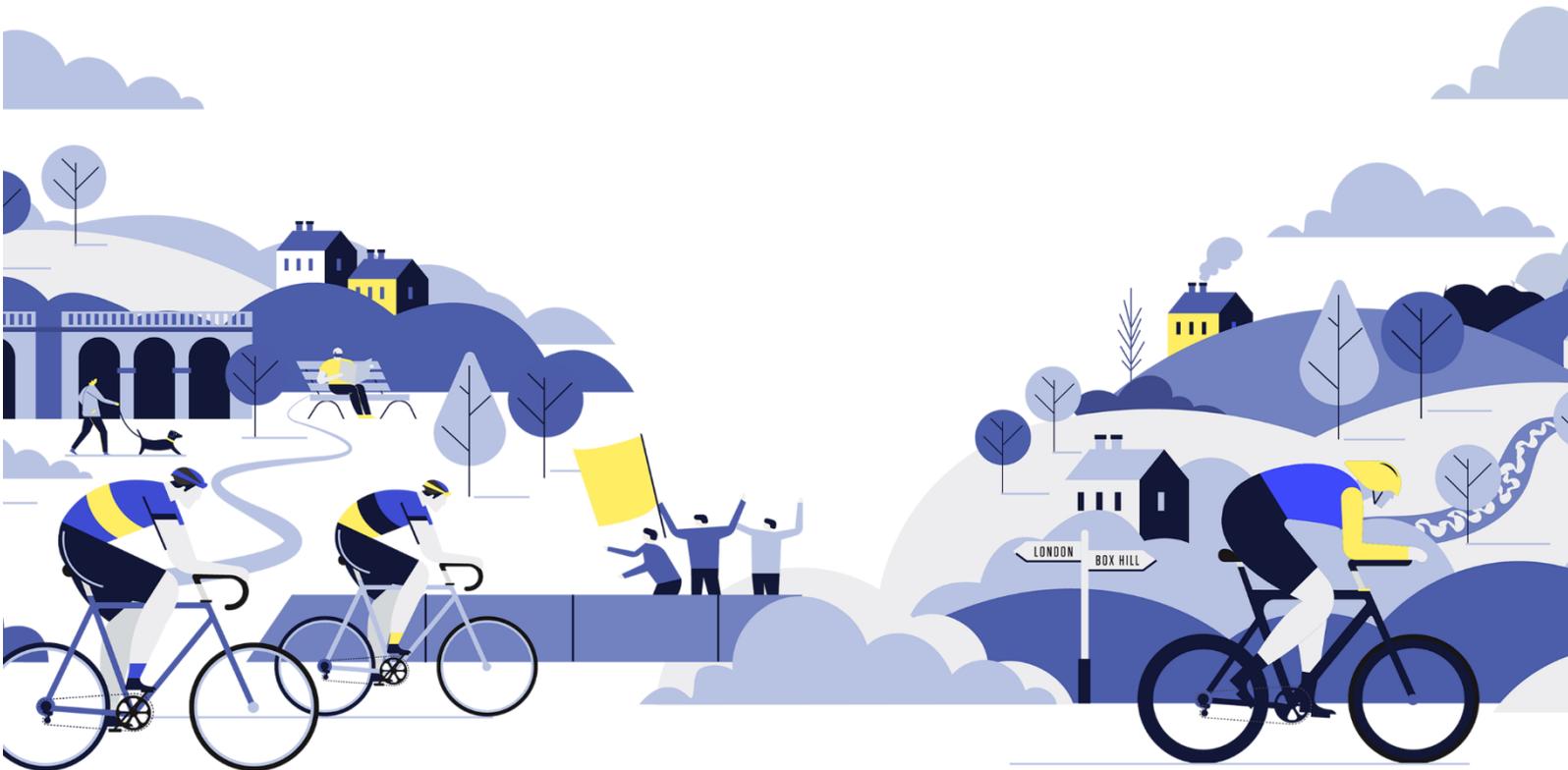


Pedalsure.

Policy Document



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INTRODUCTION

Welcome to **your** Pedalsure Cycling Insurance Policy Document.

This insurance is designed to provide protection for **you** and **your bike**.

Depending on which cover option(s) **you** select, the insurance can provide cover/benefits:

- if **you** suffer **bodily injury** following an **accident** whilst riding, mounting onto or dismounting from **your bike**;
- if **your bike, bike box, bike accessories** or **personal possessions** are accidentally damaged or stolen;
- if **you** become legally liable to pay compensation as a result of causing someone's death or **bodily injury** or illness, or damaging someone's property, whilst using **your bike**; and
- for **legal costs & expenses** if an event which is someone else's fault damages **your bike** or causes **your** death or injures **you**.

Your policy schedule will confirm which cover option(s) **you** have chosen.

Please take time to read the "Important Information" section on pages 4 - 7 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take.

It also contains details of the security requirements **you** have to comply with in order for a claim to be paid under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike**.

There is also information about the **excess period** during which **we** will not pay any benefit if **you** make a claim for **temporary total disablement** under Cover Section 1 of this insurance, and details of the **policy excess** **you** must pay for any claim under Cover Section 2 of this insurance for **accidental damage, theft** or **malicious damage** of/to **your bike**.

This insurance was arranged on your behalf by Pedalsure No. 3 Limited, trading as Pedalsure, who is also the policy administrator and is referred to as **Pedalsure** in this policy. **Pedalsure's** contact details are: Suite 3 Dukes House, 4-6 High Street, Windsor, SL4 1LD Telephone: 0800 888 6745 Email: cservice@Pedalsure.com.

Pedalsure No3 Limited is an Appointed Representative of Marsh Ltd trading as Marsh Commercial, which is authorised and regulated by the Financial Conduct Authority (firm reference number 307511).

- The insurers for each section of cover provided under this insurance are as follows:

Cover Section 1 (Personal Accident), Cover Section 2 (The Bike) and Cover Section 3 (Personal Liability) – These cover sections are underwritten by Dukes House Insurance Limited.

Their address is:

Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

Dukes House Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company No 66539) and is authorised and regulated by the Guernsey Financial Services Commission. Registration No 2522730.

Dukes House Insurance Limited and Pedalsure No.3 Limited are under common ownership.

Cover Section 4 (Cyclist's Legal Protection) – This cover section is underwritten 100% by AmTrust Europe Limited. AmTrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority.

The insurers, in relation to the cover section(s) they each underwrite, are referred to as “we”, “us” and “our” in this Policy Document.

Your insurance is an annual policy and cover lasts for 12 months. **Your period of insurance** is shown on **your Policy Schedule**.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. These words and phrases are all listed and explained in the “Definitions” section which can be found on pages 31-35 at the end of this Policy Document. There are also some additional special definitions which apply only to Cover Section 4 of this insurance and these can be found within Cover Section 4 on page 15 of this Policy Document.

How to Make a Claim

Visit www.Pedalsure.com and click on “Make a claim”. If you're unable to log into your dashboard please send an email to claims@pedalsure.com or phone Pedalsure on 0800 888 6745.

To make a legal assistance claim under Cover Section 4 of this policy:

Download a claim form by visiting www.arag.co.uk/newclaims or you can request a claim form by calling ARAG plc on 0117 917 1698. Lines are open between 9am and 5pm Monday to Friday except Bank Holidays.

Calls may be recorded for training, compliance and fraud prevention purposes.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** in exchange for **your** payment of the premium referenced in **your Policy Schedule**. **You** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

IMPORTANT INFORMATION

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **Pedalsure** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance;
- **You** understand the security requirements **you** have to comply with in order for a claim to be paid under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike** (see “Security Requirements” below);
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.
- **You understand that you must upload videos and/or pictures of your insured Bicycle(s) to our website within 30 days of purchase of your policy. Failure to do so may invalidate your insurance cover and may invalidate your policy cover and result in us cancelling your policy**

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on pages 20-21 of this Policy Document.

Some sections of cover also have conditions which apply specifically to that cover, and details of these can be found within the relevant cover section in this Policy Document.

Finally, there are conditions which relate specifically to making a claim under each cover section of the policy. These can be found under the heading of “Claims Conditions” within the “Making a Claim” section on pages 22-25.

If **you** do not meet the conditions stated above, **we** may refuse to deal with **your** claim or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Security Requirements

In order for a claim to be made under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike**, there are a number of security requirements which must have been met. These are listed below and **we** ask that **you** read them carefully. **We** will not pay any claim if these requirements are not complied with.

1. At the insured location

Theft of **your bike** whilst at the **insured location** will only be covered if the **bike** is:

- a) Kept inside a house, self-contained flat, or self-contained lockable room in private halls in which **you** live. Any security devices must be operating correctly and access to the **bike** must be obtained by **forcible and/or violent entry or exit**; or
- b) Kept inside a privately accessed garage, outbuilding or shed within the boundaries of the private

house in which **you** live. Access to the bike must be obtained by **forcible and/or violent entry or exit**

and **you** must 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 an **approved lock** or CEN 4 or higher Rated Padlock, and
- ii) the **bike** is secured through the frame by an **approved lock** to an **immovable object** within the building; or.
- c) Kept in a communal hallway within the building in which **you** live, or in a communal outbuilding within the boundaries of the property in which **you** live. Access to the **bike** must be obtained by **forcible and/or violent entry or exit** and the **bike** must be 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** will only be covered in circumstances where:

- a) The **bike** is not left **unattended** , or if the **bike** is left **unattended** it is secured to an **immovable object** by an **approved lock** through the frame and any access to the **bike** is obtained by **forcible and/or violent entry or exit**
- b) The **bike** has not been left away from the **Insured location** for more than 12 hours or 24 hours if left at **your** place of employment or in a cycle rack within a railway station. The **bike** must still be locked through the frame by an **approved lock** to an **immovable object**.
- c) 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, car/caravan and/or van only one bike (not multi bikes) is covered.

Theft whilst the **bike** is in or on a vehicle car/caravan and/or van will only be covered in circumstances where:

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened; and
- b) Access to or removal of the **bike** must have been obtained by **forcible and/or violent entry or exit**;
and
- c) Any security devices installed in the vehicle car/caravan and/or van 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 car/caravan and/or van.

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. 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 this must be provided in the event of a claim. If you have multiple Bikes insured with us only one bike will be covered for theft whilst in or attached to an unattended vehicle.

When **you** are outside the United Kingdom, **theft** will only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of this must be provided in the event of a claim.

Any vehicle used must have windows and locks that are capable of rendering the vehicle secure.

Information You Give Us

Eligibility

When **you** applied for this insurance, **we** asked **you** some questions to establish **your** eligibility for cover. The eligibility requirements are as follows:

- **You** must be aged 16 or over at the time of purchasing this insurance and have understood the Policy Document, Terms and Conditions, and Approved Lock List.
- **You** must be resident in the United Kingdom or the Isle of Man.
- In the past year **you** must not made more than two bicycle related claims irrespective of value, or a single bicycle related claim for more than £500.
- **You** must not have had any previous insurance declined, cancelled by the insurer, refused or special terms imposed.
- **You** must have no unspent criminal convictions (other than motoring offences).
- **You** must understand that if your bike is unattended away from the Insured Location, it needs to be locked through the frame to an **immovable object** using an **approved lock**.
- **You** must understand that there is no cover under this policy for any use in connection with a profession, business or occupation (other than commuting).
- **You** must understand that the cover purchased is for the insured policyholder only, and that any bicycles covered are those owned and ridden by the named policyholder.
- **You** own the bike at Time of Purchase.
- There is no existing damage to the **bike** or **accessories** at Time of Purchase.
- **You** must understand that if **you** insure multiple bikes with **us** that only one **bike** is covered if left **unattended** either within or attached to a motor vehicle

Unless **we** state otherwise in writing **we** will not provide any cover if **you** do not meet these eligibility requirements at the start date of **your** policy. Please contact the **agent** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are on page 2 of this Policy Document.

Your Responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Pedalsure** may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **Pedalsure** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions the **agent** asks when **you** take out, make changes to and/or renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **Pedalsure** is inaccurate or has changed, **you** must inform them as soon as possible.

Our Right to Change the Cover or Price

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date where all changes will be communicated to **you** in writing.

COVER SECTION 1 – PERSONAL ACCIDENT

- This cover section only applies if **you** have paid the required premium and the cover is shown on **your Policy Schedule**.
- There are some Special Conditions relating to claims under this cover section which are listed on page 10 of this Policy Document. Please read these carefully.
- **You** are only covered for **temporary total disablement** if **you** have selected this cover and have paid the additional premium required.

WHAT ARE THE BENEFITS?

TABLE OF BENEFITS				
COVER LEVEL				
		BRONZE	SILVER	GOLD
1	Accidental death	£10,000	£25,000	£50,000
2	Loss of sight in one or both eyes	£10,000	£25,000	£50,000
3	Loss of limb(s)	£10,000	£25,000	£50,000
4	Loss of use of a shoulder, elbow, wrist, hip, knee or ankle	£7,000	£15,000	£30,000
5	Permanent total disablement	£10,000	£25,000	£50,000
6	Quadriplegia	£10,000	£25,000	£50,000
7	Paraplegia	£10,000	£25,000	£50,000
8	Loss of hearing in both ears	£10,000	£20,000	£30,000
9	Loss of hearing in one ear	£2,500	£5,000	£10,000
10	Loss of speech	£5,000	£10,000	£20,000
11	Out of pocket expenses following bodily injury	Up to £200	Up to £300	Up to £500
12	In-patient hospitalisation benefit for each 24-hour period, for up to 30 days	£50	£50	£50
13	Physiotherapy sessions following bodily injury	Up to £500	Up to £750	Up to £1,000
14	Broken bones – skull (excluding nose & teeth) or shoulder (being the scapula and/or 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	Dental treatment	Up to £500	Up to £750	Up to £1,250
17	Temporary total disablement (if cover selected)	Up to the amount shown on your Policy Schedule	Up to the amount shown on your Policy Schedule	Up to the amount shown on your Policy Schedule

WHEN AM I COVERED?

We will pay the benefit shown in the Table of Benefits on page 8 of this Policy Document if, during the **period of insurance** and whilst riding on, mounting onto or dismounting from **your bike**, **you** suffer **bodily injury** following an **accident** within the **territorial limits** which, within 12 months of the date of the **accident**, results in any of the following:

- 1) **Accidental death.**
- 2) **Loss of sight** in one or both eyes.
- 3) **Loss of limb(s)**
- 4) **Loss of use** of a shoulder, elbow, wrist, hip, knee or ankle
- 5) **Permanent total disablement**
- 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** for at least 24 hours
- 13) **Physiotherapy** costs incurred within 52 weeks from the date of an **accident**
- 14) **Broken bones** as specified in the Table of Benefits on page 8 of this Policy Document
- 15) **Dental treatment**
- 16) **Temporary total disablement.** We will pay the benefit shown in **your Policy Schedule** for each week of **your temporary total disablement**, for up to 52 weeks from the date of the **accident**. However, no benefit is payable during the **excess period**. The maximum weekly benefit payable will be 75% of **your Average Weekly Wage** after deductions.

Benefits under this section will be payable to **you** or **your** legal personal representative.

WHAT IS NOT COVERED (THE EXCLUSIONS)

Please Note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 19 of this Policy Document.

If **you** make a valid claim for **temporary total disablement** under this insurance, **we** will not pay any benefit for the first 14 days of your **temporary total disablement**. We call this period the excess period in this Policy Document.

We will not pay any claims for death, bodily injury or expenses if such death, loss or disability does not occur within 52 weeks of the accident

We will not pay any claims for death, **bodily injury** or expenses directly or indirectly caused or contributed to by, or resulting from, the following:

- a) Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression.
- b) **Your** participation in a criminal act.
- c) 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 Policy Schedule**.
- d) **You** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs.
- 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.
- f) Any **pre-existing medical condition**.
- g) Any injury which has arisen from, or is traceable to or is caused by, any gradually developing bodily

deterioration.

h) **Your** Failure to follow medical advice.

i) Osteoporosis.

j) **Your** use of the **bike** for business purposes or professional racing (other than time trials).

k) **Your** use of the **bike** to participate in stunts or the use of equipment designed for undertaking stunts.

SPECIAL CONDITIONS RELATING TO CLAIMS

The following conditions apply to claims for benefits 1-10 listed in the Table of Benefits on page 8 of this Policy Document:

1. **We** will only pay one benefit in relation to any **accident**. However, where **you** suffer **bodily injury** which results in a claim being paid for any of the benefits 2-10 listed in the Table of Benefits on page 8 of this Policy Document and **you** subsequently die during the 52 weeks following and as a result of the same **accident**, then in addition to the benefit already paid to **you we** will pay to **your** legal personal representative any difference between the amount of benefit already paid and the amount of the benefit payable for **accidental death** shown in the Table of Benefits on page 8 of this Policy Document.
2. If **we** have made any payments to **you** for **temporary total disablement we** will not deduct the amount of these payments from any other benefit **we** later pay in relation to the same **accident**.

COVER SECTION 2 – THE BIKE

- This cover section only applies if **you** have paid the required premium and the cover is shown on **your Policy Schedule**.
- **Your accessories** and **personal possessions** are only covered under Cover Section 2A below if **you** have chosen to cover them and have paid the additional premium required.
- If **you** have multiple **Bikes** insured with **us** only one **bike** will be covered for **theft** whilst in or attached to an unattended vehicle

2A. THEFT, ACCIDENTAL DAMAGE & MALICIOUS DAMAGE

WHAT IS COVERED?

We will at our sole discretion repair or replace your bike at a value up to the amount shown on **your Policy Schedule** in the event of **theft, accidental damage** or **malicious damage** to/of **your bike, accessories, bike box** or **personal possessions** during the **period of insurance** and within the territorial limits.

WHAT IS NOT COVERED (THE EXCLUSIONS)

Please Note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 17 of this Policy Document.

Any **bike(s)** with an individual value exceeding £15,000 or up to a maximum of five **bikes** with an aggregate value exceeding £30,000 unless **we** have agreed to provide cover and have reflected this in an endorsement to **your Policy Schedule**.

- 1) The amount of the **policy excess** shown in **your Policy Schedule**.
- 2) Any **bike** not specified on **your Policy Schedule**.
- 3) **Theft** of, or damage to, **valuables** or **money**
- 4) Any claim where **you** cannot provide us with **evidence of ownership**.
- 5) **Theft** or **malicious damage** to your **bike** whilst stored within a boat, narrow boat or water craft.
- 6) **Theft** of more than one **bike** that is being stored or transported within a vehicle.
- 7) **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.
- 8) **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**.
- 9) **Theft** or **malicious damage** if the **bike** has been left away from the Insured location for more than 12 hours or 24 hours if left at **your** place of employment or in a cycle rack within a railway station. .
- 10) Unexplained **theft**.
- 11) Any wheels or tyres unless they have been secured to the frame or an **immovable object** by an **approved lock**, removable parts that are not essential to the operation of the **bike, bike boxes,**

accessories or **personal possessions** unless the **bike** is stolen or suffers **accidental damage** at the same time.

- 12) Any **personal possessions** or **bike boxes** stolen from the **insured location**.
- 13) Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown as included on **your Policy Schedule**.
- 14) **Theft** when using the **bike** for hire, reward, courier services or the carriage of paying passengers.
- 15) **Accidental damage** when using the **bike** to perform stunts or whilst using equipment designed for undertaking stunts.
- 16) **Theft** or **accidental damage** whilst in transit with an airline unless the **bike** is securely packaged in a rigid or hard **bike box** and a luggage receipt is obtained from the airline. For the avoidance of doubt, fabric bike bags are not classed as a bike box.
- 17) Marking, scratching, denting or any cosmetic change which does not impair the function and performance of the **bike**.
- 18) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination.
- 19) Change in colour or finish, dust, chemical action or reaction.
- 20) Failure to use or maintain the **bike** in accordance with the manufacturer's instructions.
- 21) Faulty or defective design materials or workmanship or latent defect and defects in operation.
- 22) Any damage to **your bike** caused by or occurring during the process of:
 - a) cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
 - b) chewing, scratching, tearing or fouling by **your** domestic animals;
 - c) rot, fungus, insects or vermin;
 - d) any gradual deterioration 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.
 - f) mechanical or electrical breakdown or failure
- 24) **Theft** of or damage to any **bike** used for the purpose of business, trade, profession or employment (other than commuting) unless subject to **our** specific agreement.
- 25) Loss arising from the cost of remaking any film, disc or tape or the value of any information held on it
- 26) **Theft** of or damage to documents.
- 27) Property more specifically insured by any other policy.
- 28) Existing damage at the Time of Purchase.

2B. REPLACEMENT BIKE HIRE

WHAT IS COVERED?

In the event of:

- a) **Theft, accidental damage** or **malicious damage** to/of **your bike** which results in a claim being paid under Cover Section 2A of the policy; or
- b) **Your bike** failing to arrive at a destination outside the United Kingdom due to a delay by an airline

We will reimburse **you** up to £500 in any one period of insurance, for the reasonable cost of the hire of a replacement **bike**, of an equivalent specification to your own **bike**, within the **territorial limits** from a recognised reputable **bike** dealer whilst awaiting repair or replacement of your **bike** when the subject of an approved claim.

WHAT IS NOT COVERED (THE EXCLUSIONS)

Please Note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 19 of this Policy Document.

- 1) Any costs of hire which have not been agreed by the **claims administrator**.
- 2) Any hire where prior authorisation has not been obtained from the **claims administrator**.
- 3) Where the costs of hire are greater than through a recognised reputable **bike** dealer.
- 4) Where the costs of hire are in excess of the **bike** value or repair costs.
- 5) Where evidence of expenditure cannot be provided.
- 6) Any costs incurred by anyone other than **you**.

COVER SECTION 3 – PERSONAL LIABILITY

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

WE WILL PAY FOR

We will pay up to the amount shown in the **Policy 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:

- 1) Accidental Death, bodily injury or illness of any person, or
- 2) Accidental **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 Policy Schedule**.
- 10) Any use of the **bike** to participate in any stunts.

COVER SECTION 4 – CYCLIST’S LEGAL PROTECTION

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

This cover 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 Policy Schedule** states if this section is in force.

SPECIAL DEFINITIONS FOR THIS SECTION

In addition to the policy definitions set out on pages 31-35 of this Policy Document, certain words and terms that are specific to this cover 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 COVER SECTION HELPS

This cover 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 COVER SECTION HELPS

We 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

We 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 the period of insurance
5. fines, penalties or compensation awarded against the **insured**
6. a group litigation order

CONDITIONS WHICH APPLY TO THIS COVER SECTION

Where **our** risk under this cover section has increased due to the **insured's** failure to keep to these conditions **we** can cancel this cover section, refuse a claim or withdraw from an ongoing claim. **We** also reserve 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 **us**
- 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) **We** 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** **we** 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 **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** 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 pages 28-29 of this Policy Document 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 **we** will not pay any costs incurred without **our** agreement.

2. **You** can download a claim form by visiting 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 EXCLUSIONS

1. This policy does not cover any **accidental damage, malicious damage or theft**, or any expense or any legal liability of any nature, directly or indirectly caused or contributed to by, or happening through or in consequence of:

- a. War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- b. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c. Radiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- d. Electronic data including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

2. Any liability in excess of the **sum insured, or value**, whichever is the lesser.
3. Any liability unless directly resulting from **your** ownership or use of a **bike**.
4. Any additional claims costs resulting from supply of a **bike** from outside the United Kingdom, when items are available in the United Kingdom or delivery is required to addresses outside the United Kingdom.
6. Any claim arising out of using **your bike** in connection with a profession, business or occupation (other than commuting).

GENERAL CONDITIONS

These General Conditions apply to the whole of the insurance policy. Where these conditions require **your** compliance, **you** must comply with them to have the full protection of **your** policy. If **you** do not comply with these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

1. Reinstatement of cover

If a claim under this policy results in our offering **you** a replacement **bike** or cash payment equivalent to your policy limit, **we** will reinstate cover for **your** replacement **bike** if **you** wish **us** to do so until **your** next annual renewal date providing you are in agreement to pay additional premium to **us** which will be calculated based upon **our** pricing methodology after payment of **your** claim. If the value of **your** replacement **bike** is higher than the **bike** **you** originally insured under this policy **you** will be asked to pay the proportionate additional premium. **You** have the right not to purchase the reinstated cover.

Following a claim **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms at the next annual renewal date.

2. 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**.

3. 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.

4. 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** must, 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** must 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.

5. 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**).

6. Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

7. Governing Law

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

8. Fraud

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

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

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

Reasonable care

You must

- Take reasonable steps to prevent accident or injury and to protect your **bike, accessories and personal possessions** against **theft** or damage
- Keep any **bike** insured under this policy in good condition and repair

If **you** make a claim under this policy and **we** determine that the loss or damage, cost or expense otherwise payable under this policy has been caused or adversely affected directly by **your** failure to comply with this condition **we** may refuse to pay the claim or reduce the amount of any payment **we** make for the claim.

MAKING A CLAIM

Who to Contact

Visit www.Pedalsure.com and click on “Make a claim”. If you’re unable to log into your dashboard please send an email to claims@pedalsure.com or phone Pedalsure on 0800 888 6745

To make a legal assistance claim under Cover Section 4 of this policy

Download a claim form by visiting www.arag.co.uk/newclaims or **you** can request a claim form by calling ARAG plc on 0117 917 1698. Lines are open between 9am and 5pm Monday to Friday except Bank Holidays.

Calls may be recorded for training, compliance and fraud prevention purposes.

Claims Conditions – Cover Sections 1,2 and 3

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, refuse to deal with a claim, or reduce the amount of any claim payment.

1. If **you** suffer a bodily injury as a result of an accident whilst riding on, mounting onto or dismounting from **your bike you** should contact **us** as soon as possible but in any event within 28 days of the accident.

Claims Process:

We will:

- a) Take details of the accident and bodily injury; and
 - 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 the claims administrator's own claims staff or an independent 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.

Claims Process

We will:

- a) Take details of the loss;
- b) Arrange for an approved tradesperson to provide **us** with an estimate to repair or replace the **bike**.
- c) Instruct an approved supplier to contact **you**.
- 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 the claims administrator's own claims staff or an independent 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 documents.
- 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. **We** may request an inspection of the damaged bike.
- d) As soon as possible after the occurrence of any bodily injury, **you** must obtain and follow the advice of a doctor.
- e) If requested, **you** must 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** must agree to a medical examination, which **we** will pay for, at **our** request.

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** 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. **We** may however ask **you** to obtain 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.
- b) **We** may agree to pay **you** the amount of **your** claim less any policy excess and subject to the sums insured shown in **your Policy Schedule**.
- 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, 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) If **you** have been paying **your** premium by instalments, any unpaid premium for the remainder of **your** period of insurance may, at **our** discretion, be deducted from the claim amount paid to **you**.
- e) For claims for temporary total disablement:
 - i. Benefits will only be payable in respect of complete days of temporary total disablement;
 - ii. Odd days of benefit will be payable at one seventh of the weekly benefit;
 - ii. if **your** premium is paid in instalments **you** must continue to pay the premium as stated in **your Policy Schedule**;
 - iii. All temporary total disablement benefits shall cease upon **your** death.

Claims Conditions – Cover Section 4

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, refuse to deal with a claim, or reduce the amount of any claim payment.

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

1. Under no circumstances should **you** instruct **your** own lawyer as **we** will not pay any costs incurred without **our** agreement.
2. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
3. 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.
4. Please do not contact anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

Other Insurance

If, at the time of a valid claim under Sections 1, 3 and 4 of this policy, there is another insurance policy in force which covers **you** for the same benefits, loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries. In respect of Personal Liability cover under Cover Section 3 of this policy, no cover is available under this insurance if **you** have cover from any other source.

CANCELLATION OF THE POLICY

Your Cancellation Rights

Please contact **Pedalsure** if **you** wish to cancel **your** policy. Their contact details are shown on page 2 of this Policy Document

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **Pedalsure** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** premium will be refunded.

If any gifts or promotional vouchers have been provided with **your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must not have been redeemed. This does not affect **your** statutory rights.

You can also cancel **your** policy at any time after the first 14 days from the start of this insurance or receipt of the policy documents, whichever the later. On the condition that no claims have been made or are pending, **we** will refund that part of the 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

The Insurers' Cancellation Rights

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions Pedalsure asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

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

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

RENEWING YOUR POLICY

We are not obliged to renew **your** insurance. If **we** are able to offer renewal, **Pedalsure** will contact **you** 30 days before **your** current **period of insurance** ends with an email which will outline your renewal invitation and new policy details. They will also tell **you** about any changes to the premium and/or the policy terms and conditions.

This will give **you** the opportunity to decline the renewal invitation or the policy will automatically renew on the expiry of the ending policy. **You** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell **Pedalsure** . Their contact details are shown on page 2 of this Policy Document.

HOW TO MAKE A COMPLAINT

If at any time you feel that you have not been provided with the level of service you expected, please let us or Pedalsure know either by phone or email or if you wish to make a formal complaint please email us at complaints@pedalsure.com or write to:

Complaints department
Pedalsure No. 3 Limited
Suite 3 Dukes House
4-6 High Street
Windsor
SL4 1LD
Tel 0800 888 6745

If more than 8 weeks from the date of your complaint has passed and you haven't received a final response, or you are dissatisfied with the final response you have received (at any stage of the process) you can refer your complaint to the Financial Ombudsman Service (contact details are shown below).

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
Web: 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

If your complaint relates to a claim or to the terms of the policy your complaint will be referred to the Insurers below. You may also contact these insurers directly.

In respect of Sections 1,2 and 3 only

Customer Relations Department, Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET
Email: cservice@Pedalsure.com

In all correspondence please state that your insurance is provided by Dukes House Insurance Limited and quote your policy reference number

We will investigate your complaint and issue a final response letter. If you are not satisfied with our final response to your complaint or if your complaint is not resolved within 3 months, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO). You must contact CIFO about your complaint within six (6) months of our final response, or CIFO may not be able to review your complaint. You must also contact CIFO within 6 months of the event complained about or (if later) 2 years of when you could reasonably have expected to become aware that you had a reason to complain

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey, Channel Islands
JE4 9QG
Tel: +44 (0) 1481 722218
Email: enquiries@ci-fo.org
www.ci-fo.org

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Citizens Advice Bureau.

In respect of Cover Section 4 only

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

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
Web: 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

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

LEGAL, REGULATORY & OTHER INFORMATION

Dukes House Insurance Limited PRIVACY NOTICE

We are Dukes House Insurance Limited and Marsh Ltd referred to as “we/us/our” in this notice. Dukes House Insurance Limited is registered with the Office of the Data Protection Authority in Guernsey under reference 61926. Marsh Ltd is registered with the Information Commissioner’s Office in the UK under reference Z5745650.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through Pedalsure, you will be aware of the information that you gave to them when taking out the insurance. Pedalsure will pass your information to us so that we can administer your insurance policy.

We may process some special categories of your personal data, such as information about your health.

We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document or in **your Policy Schedule**, they have the meaning given below.

“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

“Accident” - A single and sudden, unexpected, unusual, specific event directly arising from **your** use of a **bike**, 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” - Sudden, unforeseen and unintentional damage to the **bike** or possessions specified in **your Policy Schedule**.

“Accidental death” – Death which occurs solely as a result of an **accident** and within 12 months of the date of the **accident**.

“Approved lock” - A lock appropriate to the **value** of the **bike** which is:

- a) specified in the Master Locksmiths Association ‘Sold Secure’ list of cycle locks; or
- b) a Thatcham approved motorcycle lock; or
- c) any other specified lock accepted by **us** in writing.

Bikes valued at £1,000 or under require a Silver or Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.

Bikes valued at more than £1,000 require a Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.

“Average Weekly Wage” - **Your** total net basic annual salary at the date an insured **accident** occurs including payments for commission and overtime but excluding income received as bonuses divided by fifty two (52) or, if **you** are paid weekly, **your** average net 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 pedalling and/or battery, which is not subject to the requirements of the Road Traffic Act and is specified on **your Policy Schedule**.

“Bike box” - Luggage developed specifically for the carriage of a **bike** or **bike** wheels, either owned by **you** or in **your** care, custody or control for the carriage of **your** own **bike**. This must be a Hard or Rigid cased luggage Bike Box. For the avoidance of doubt, fabric bike bags are not classed as a bike box.

“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 **your** death or disability within 12 months of the date of the **accident**.

“Claims administrator” - The companies who will handle any claims on **our** behalf. These are a) Roger Rich and Co for claims under Cover Sections 1 and 3 of this insurance, b) Pedalsure No. 2 Limited for claims under Cover Section 2 of this insurance and c) ARAG plc for claims under Cover Section 4 of this insurance.

“Competition” - An organised cycling or triathlon event from which a winner is selected. Personal Accident Cover under Cover Section 1 of this insurance will be extended to the swim and run

segments as well as the cycle segment for triathlon events.

“Dental treatment” - Emergency dental treatment for the immediate relief of pain (to natural teeth or existing bridges or caps only) as a result of an **accident** and for which treatment has started within 48 hours of the **accident**.

“Doctor” – A medical practitioner, specialist or consultant who is legally qualified, licensed and registered in the UK with the General Medical Council and is not a member of **your** family or employed by **you** in any capacity.

“Endorsement(s)” - A change to the terms of the policy as shown under the heading **“Endorsements”** in **your Policy Schedule**.

“Excess period” – The first 14 days of any period of **temporary total disablement**, during which **we** will not pay any benefit under this insurance.

“Evidence of ownership” – An original purchase receipt showing the date, price paid, details of the **bike** and the name and address of the seller, or other evidence which clearly demonstrates ownership and proof of purchase

“Family member” – **Your** parent, spouse, partner, son, daughter, brother or sister who permanently live with **you** at the **insured location**.

“Forcible and/or 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**.

“Hospital”- Any establishment which is registered or licensed as a medical or surgical hospital and cares for injured or sick people under the supervision of **doctors**.

“Hospitalisation” - Staying in a **hospital** for at least 24 hours as an inpatient when this is considered to be necessary by a **doctor**.

“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) A bicycle rack at and supplied by the train station expressly for the purpose of securing bicycles and within the jurisdiction of the British Transport Police or equivalent policing authority.

“Insured location” - The address as stated on **your Policy Schedule** where the **bike** is usually kept

“Insured location” also means, and cover will be provided whilst **your bike** is kept at, any temporary residence such as a holiday cottage, holiday home, guest house, hotel or similar where **your bike** is kept for a maximum period of 30 days at any one time during the **period of insurance**. Any other address that **you** live at for more than 30 days during the **period of insurance** may be covered provided **you** advise **us** and **we** agree to provide cover by issuing **you** with an **endorsement** to **your** policy. Nothing herein shall serve to vary the security requirements, and terms and conditions attaching to Section 2 of this policy which will continue to apply.

“Loss of hearing” - Permanent, total and irrecoverable loss of hearing.

“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. This definition applies equally to loss of one limb or loss of two or more limbs.

“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, on the authority of a fully qualified ophthalmic specialist 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.

“Loss of use” – Permanent and total loss of use, where the condition is irreversible even following surgery.

“Malicious damage” – Intentional damage caused by someone other than **you**.

“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” – Additional cost of transport, medical care, nursing care, childcare, medication and medical aids and equipment.

“Paraplegia” - Permanent and entire paralysis of both legs.

“Period of insurance” - The period for which this insurance is valid as stated in **your Policy Schedule**.

“Permanent total disablement” - This has different meanings, as shown below, dependent on **your** age and whether or not **you** are in paid employment:

If **you** are in any form of paid employment, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to do the material and substantial duties of **your** occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of **your** occupation that cannot reasonably be omitted or modified. **Your** occupation means **your** trade, profession or type of work **you** do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or **you** expect to retire.

If **you** are not in any form of paid employment, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to continue **your** education and/or will be unable ever to complete the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

If **you** are aged 18 or under and are in any form of full-time education, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to continue **your** education ever again, or will be

unable ever to perform material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

“Personal Possessions” - Clothes and articles worn, used or carried on the bike when it is not at the insured location. Examples of additional items which will be covered include sports equipment. Please note that **we** do not cover **valuables** as defined on page 34 of this Policy Document.

“Policy Excess” – The amount **you** are required to pay as the first part of each and every claim under Section 2 of this insurance for **accidental damage, theft or malicious damage to/of your bike**. If any claim under this insurance relates to more than one of **your bikes**, a **policy excess** will be payable in respect of each **bike**.

“Policy Schedule” - The document which names **you** as the insured person and sets out what this policy covers **you** for. It will confirm the **period of insurance**, the cover options **you** have chosen and the cover limits. **Your Policy Schedule** will be replaced whenever **you** make any changes to the policy.

“Pre-existing condition” - A physical or mental disability, or on-going or recurring medical condition, which **you** had, knew **you** were likely to have, or had symptoms of, before the start of the **period of insurance**.

“Quadriplegia” - Permanent and total paralysis of both legs and both arms.

“Sum(s) insured” – The amount(s) set out in **your Policy Schedule**.

“Temporary total disablement” – **Bodily injury** following an **accident** which prevents **you** entirely from working in **your** usual profession, business or occupation.

“Territorial limits” – **Cover Sections 1, 2 and 3 only**

- a) Anywhere in the United Kingdom, Channel Islands or Isle of Man; or
- 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 Policy Schedule**. Please note that no cover is provided under Cover Section 3 – Personal Liability for any liability arising out of use of a **bike** in the USA or Canada; or
- c) Worldwide for up to 60 days during any one **period of insurance** provided **you** have paid the required additional premium and the cover is shown on **your Policy Schedule**. Please note that no cover is provided under Cover Section 3 – Personal Liability for any liability arising out of use of a **bike** in the USA or Canada.

“Territorial limit” – **Cover Section 4 only**

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

“Theft” – The taking of the **bike** specified in **your Policy Schedule** without **your** permission and with the intention of permanently depriving **you** of it.

“Unattended” - When 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, mobile phones, PDAs and MP3 players.

“Value/Valued” - The current equivalent replacement cost of **your bike** as shown on **your Policy Schedule**.

Watercraft - A boat or other vessel that travels on water, including permanently sited Houseboats

“We, us, our” – means:

- for Cover Section 1 (Personal Accident), Cover Section 2 (The Bike) and Cover Section 3 (Personal Liability)

- Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

- for Cover Section 4 (Cyclist’s Legal Protection) – AmTrust Europe Limited, and/or ARAG plc who are authorised to administer this cover section on the insurer’s behalf.

“You, your” - The individual named on the **Policy Schedule** as the insured person who has paid the appropriate premium.