

RAPHA CYCLING CLUB GROUP POLICY

This Policy is a contract between The **Master Policyholder** (named in the **Insurance Schedule**) and Antares Syndicate 1274 at Lloyd's (hereafter referred to as **Us**, **Our**, **We**).

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner, **We** will provide the insurance specified in this Policy (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

Antares Managing Agency Limited is the managing agent for Antares Syndicate 1274 at Lloyd's. Antares Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Registration Number 06646629). Registered address is 21 Lime Street London EC3M 7HB.



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IMPORTANT INFORMATION

This document, the Master Insurance Schedule and any Endorsements attached form the Master Policy. This document sets out the conditions of the insurance between the Master Policyholder and Us. The Master Policyholder should read this Policy carefully and if the coverage or benefits provided do not meet the Master Policyholder's requirements or the Master Policyholder does not comply with the conditions set out in this section, they should return these documents within the Cooling-Off Period to the Insurance Intermediary who arranged this Policy on the Master Policyholder's behalf.

It is important that:

- The **Master Policyholder** checks that the Sections of Cover that have been requested are included in the **Insurance Schedule**
- The **Master Policyholder** checks that the information that has been supplied is accurate please see the "Information That You Provide to Us" further below
- The **Master Policyholder** notifies their Insurance Intermediary as soon as practicable of any inaccuracies in the information that the **Master Policyholder** has provided to **Us**
- The **Master Policyholder** and **Insured Persons** comply with their duties under each Section of Cover for which the **Insured Persons** are insured, and under the terms and conditions of this Policy as a whole

Information that You Provide to Us

We are relying upon the information the Master Policyholder provides to Us, either directly or through their Insurance Intermediary, in deciding whether to provide the Master Policyholder with this Policy and on what terms and at what premium.

If the **Master Policyholder** becomes aware that any information the **Master Policyholder** has given **Us** is not complete or accurate or the **Master Policyholder** fails to notify their **Insurance Intermediary** that the information the **Master Policyholder** has provided **Us** is inaccurate or incomplete, and **We** establish that the **Master Policyholder** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this Policy as if it never existed and decline all claims.

If **We** establish that the **Master Policyholder** carelessly provided **Us** with false or misleading information, then the cover and benefits under this Policy could be affected and **We** might, for example:

- Treat this Policy as if never existed and return the premium paid; or
- Cancel the Policy and refuse to pay any claim; or
- Revise the premium; or
- Charge an additional premium or not pay a claim in full.

We will write to the Master Policyholder via their Insurance Intermediary if We are going to treat this Policy as if it never existed or need to amend the terms of the Master Policyholder's Policy.

Privacy Notice

Who We are

We are the Lloyd's Underwriter(s) identified in the contract of insurance and/or in the certificate of insurance and/or in the Insurance Schedule.

Basic information

We collect and use relevant information about the Master Policyholder to provide the Master Policyholder with insurance cover or the insurance cover that benefits the Master Policyholder and Insured Persons to meet Our legal obligations.

This information includes details such as the Master Policyholder and Insured Persons' name, address and contact details and any other information that We collect about the Master Policyholder and Insured Persons in connection with the insurance cover from which the Master Policyholder and Insured Persons



benefit. This information may include more sensitive details such as information about the **Insured Persons'** health and any criminal convictions they or the **Master Policyholder** may have.

In certain circumstances, We may need the Master Policyholder and Insured Persons' consent to process certain categories of information about the Master Policyholder and Insured Persons (including sensitive details such as information about the Insured Person's health and any criminal convictions the Master Policyholder or Insured Persons may have). Where We need the Master Policyholder and Insured Persons' consent, We will ask the Master Policyholder and Insured Persons for it separately. The Master Policyholder and Insured Persons may withdraw their consent at any time. However, if the Master Policyholder and Insured Persons do not give their consent, or the Master Policyholder and Insured Persons withdraw their consent, this may affect Our ability to provide the insurance cover from which the Master Policyholder and Insured Persons benefit and may prevent Us from providing cover for the Master Policyholder and Insured Persons or handling any claims.

The way insurance works means that the **Master Policyholder** and **Insured Persons'** information may be shared with and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Insured Person** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. **We** will never sell any personal information the **Master Policyholder** and **Insured Persons** provide us.

Other people's details the Master Policyholder provide to us

Where the **Master Policyholder** and **Insured Persons** provide **Us** or their agent or broker with details about other people, the **Master Policyholder** and **Insured Persons** must provide this notice to them.

Want more details?

For more information about how **We** use the **Master Policyholder** and **Insured Persons** personal information please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request. Website: www.antaresunderwriting.com

Contact Details

The Master Policyholder and Insured Persons have rights in relation to the information We hold about the Master Policyholder and Insured Persons, including the right to access their information. If the Master Policyholder and Insured Persons wish to exercise their rights, discuss how We use the Master Policyholder and Insured Persons' information or request a copy of Our full privacy notice(s), please contact Us at:

Antares Managing Agency Ltd 21 Lime Street

London EC3M 7HB

Email: <u>Compliance2@antaresunderwriting.com</u>

Telephone: +44 (0) 20 7959 1900

Cover Conditions

To be covered under the insurance in this Policy, **Insured Persons** must be a fully paid up member of the Rapha Cycling Club.

Insured Person Rights to Cancel this Policy before the Cooling Off Period

If this Policy does not meet the **Master Policyholders** requirements and they wish to cancel this insurance, the **Master Policyholder** must notify their **Insurance Intermediary** who arranged this Policy for the **Master Policyholder** within the Cooling-Off Period, which is fourteen (14) days from the commencement of the **Period of Insurance** specified in the **Insurance Schedule** or within fourteen (14) days from receipt of the Policy documents from the **Master Policyholders Insurance Intermediary**, whichever time period is later.



If the **Master Policyholder** or an **Insured Person** has not made a claim during this Cooling-Off Period, **We** will refund the premium the **Master Policyholder** has paid to **Us** in full to the **Master Policyholder** via their **Insurance Intermediary**. The **Master Policyholder** should contact the **Insurance Intermediary** to obtain this refund. Their address and telephone number will appear on their correspondence to The **Master Policyholder**.

Insured Person Rights to Cancel this Policy after the Cooling Off Period

If the **Master Policyholder** wishes to cancel this Policy after the Cooling Off Period has expired The **Master Policyholder** may do so provided the **Master Policyholder** gives **Us** 30 days written notice.

This Policy has been arranged on a 100% Minimum & Deposit Basis which means that regardless of whether a claim has been made or not no return premium shall be due.

Our Rights to Cancel this Policy

We may cancel this Policy by giving sixty (60) days written notice to the Master Policyholder at their last known address and to their Insurance Intermediary. We will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide the **Master Policyholder** with insurance cover.

If this Policy is cancelled by **Us** then, provided the **Master Policyholder** have not made a claim, **We** will refund the premium the **Master Policyholder** have paid to **Us** to the **Master Policyholder** via **Insured Person Insurance Intermediary** less the amount of premium which relates to the time period under which the **Master Policyholder** have been covered under this Policy.

Disputes and Complaints

We are dedicated to providing the Master Policyholder and Insured Persons with a first class service and Our wish is to ensure that all aspects of this insurance are dealt with promptly, fairly and efficiently at all times. If the Master Policyholder or Insured Persons feel that We have not offered a first class service or the Master Policyholder or Insured Persons have any questions or concerns about this Policy or the handling of Insured Person claim, please contact Us and We will do Our best to resolve the problem. Our contact details are:

Compliance Department

Antares Managing Agency Limited

21 Lime Street

London EC3M 7HB

Telephone: 020 7959 1900 **Fax:** 020 7959 1901

Email: intl.complaint.notifications@antaresunderwriting.com

If the **Master Policyholders** concerns relate to any other aspect of the Policy please contact the **Insurance Intermediary** who sold the **Master Policyholder** this Policy.

If at any time the **Master Policyholder** or **Insured Persons** feel that **Insured Person** complaint has not been resolved, they may refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints

Fidentia House

Walter Burke Way

Chatham Maritime

Chatham

Kent

ME44RN

Email: complaints@lloyds.com

Tel: +44 (0)20 7327 5693 Fax: +44 (0)20 7327 5225

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should the **Master Policyholder** or **Insured Persons** wish to raise any comments regarding the Lloyd's complaints process **Insured Person** may raise those with the Lloyd's Head of Market Conduct at



<u>HeadofConduct@lloyds.com</u>. However, we would ask that the **Master Policyholder** or **Insured Persons** do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above. Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How we can help" available from the above address or on the website www.lloyds.com.

If the **Master Policyholder** or **Insured Persons** remain dissatisfied after Lloyd's has considered their complaint, the **Master Policyholder** or **Insured Persons** may refer their complaint to the

Financial Ombudsman Service (FOS).

The contact details for the Financial Ombudsman Services is:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (free from "fixed lines" in the UK)

Telephone: 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

Following the complaints procedure with the FOS does not affect the **Master Policyholder** or **Insured Person's** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. The Master Policyholder or Insured Persons may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this Policy. If the Master Policyholder or Insured Persons are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this Policy.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website: www.fscs.org.uk

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU

Telephone: 020 7892 7300 Website: www.fscs.org.uk

Claims Procedures - How to Make a Claim

The **Insured Person** should notify their claim as soon as practicable but no later than fourteen (14) days after an **Injury** via the claim form found on the Yellow Jersey website:

www.yellowjersey.co.uk/rcc

All claims will be administered by the Cega Personal Accident Claims Department who will contact the **Insured Person** once in receipt of the submitted claims form.

Should the Insured Person wish to contact Cega, their information is below:

CEGA Personal Accident Claims Department,

PO BOX 127,

Chichester,

West Sussex.

PO18 8WQ

United Kingdom

Telephone: +44 (0) 1243 218435

E-mail: ClaimsService@cegagroup.com



Cega will promptly put the **Insured Person** in touch with a local language claims handler and help process the claim to a conclusion. If the **Insured Person** encounters any issues with this process, the **Insured Person** should contact the **Master Policyholder** or local Rapha Bicycle Club Chapter and they will be able to assist the **Insured Person** in completing their claim.

Fraudulent Claims

If the **Master Policyholder** or **Insured Persons** or any other person acting on their behalf submits any claim under this Policy through concealment, misstatement or deliberative provision of false information, **We** shall be under no liability to make payment in respect of such claim and the **Master Policyholder** or **Insured Persons** must pay back any benefit that **We** have already paid that was subject to the concealment, misstatement or deliberate provision of false information. If this happens **We** will cancel this Policy and not refund any premium to the **Master Policyholder**.



PERSONAL ACCIDENT GENERAL DEFINITIONS

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy or **Insurance Schedule** and are shown in bold print. Words in the singular shall include the plural and vice versa.

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Period of Insurance.**

Bicycle Helmet

The **Insured Person's** bicycle helmet, a protective item of clothing specifically designed to protect your head in the event of a cycling accident.

Bike Bag

A bag specifically designed to fit the **Insured Person's** bicycle for the purposes of transporting personal effects.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Master Policyholder** and / or the **Insured Person** or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Gadget Device

Any electronic device used in connection with cycling, including but not limited to mobile phones, GPS bicycle computers or GPS sports watches.

GDPR

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

Injury

An identifiable violent, external, visible physical Injury to an Insured Person from external means which:

- Is caused by an Accident during the Operative Time, or
- Solely as a result of an **Insured Person's** unavoidable exposure to severe weather conditions during the **Operative Time**; and
- Solely and independently of any other cause, except illness directly resulting from or medical or surgical treatment required by the **Injury**, results in death or **Permanent Total Disablement** within twelve (12) months from the date of the **Accident**.

Insurance Intermediary

The broker who arranged and concluded this contract of insurance for the Master Policyholder.

Insurance Schedule

The document showing details of the cover the Master Policyholder has purchased.

Insured Persons / Insured Person/Insured Person

The Master Policyholders' members who are covered by this scheme



Medical Practitioner

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- The Master Policyholder or an Insured Person; or.
- The Master Policyholder or an Insured Person's immediate family; or
- The Master Policyholder or an Insured Person's employee;
- Any person with whom the **Master Policyholder** or an **Insured Person** have a contract for services.

Operative Time

The period during which the **Insured Persons** are covered by the terms and conditions of this Policy: Whilst Cycling on a non-motorised bicycle, cover starts from the time the Insured Person leaves their home until they return to their home.

Period of Insurance

The period shown in the Insurance Schedule.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

Replacement Cost

The lesser of the current recommended retail price (RRP) or market price that the Device was last advertised.

Residence

The insured person's permanent place of residence. Cover is extended to any temporary residence within the insured person's country of domicile such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 120 days at any one time during the period of insurance.

Road Rash

A cycling **Accident** suffered by an **Insured Person** resulting in a superficial **Injury** to the skin.

Terrorist Activity

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a **Terrorist Activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

United Kingdom

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

Utilisation of Biological Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical Weapons of Mass Destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Nuclear Weapons of Mass Destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- Hostilities or warlike operations (whether war be declared or not).
- Invasion, civil war, rebellion, insurrection, revolution.



- Act of an enemy foreign to the **Master Policyholder** or an **Insured Person's** nationality or the country in, or over, which the act occurs.
- Civil commotion assuming the proportions of, or amounting to, an uprising.
- Overthrow of the legally constituted government.
- Military or usurped power.
- Explosions of war weapons.
- Terrorist Activity.
- Utilisation of Nuclear, Chemical or Biological Weapons of Mass Destruction however these may be distributed or combined.
- Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the **Master Policyholder** or an **Insured Person's** nationality whether war be declared with that state or not.

We/Us/Our

Antares Managing Agency Limited, as managing agent for Antares Syndicate 1274 at Lloyd's.

The Master Policyholder

As stated in the Insurance Schedule.



COVER

TRAVEL RE-IMBURSEMENT

WHAT IS COVERED

If the **Insured Person** suffers an accident, vandalism, or an irreparable breakdown to their pedal bicycle during the **Operative Time** in their country of domicile and it occurs more than ten miles from the **Insured Persons Residence**, We will pay up to £100 for the cost of a taxi, train or the most appropriate transport to transport the **Insured Person** and their pedal bicycle (if appropriate) to:

- 1. The nearest suitable bicycle repair shop or
- 2. The nearest appropriate railway station or
- 3. The nearest car rental agency or
- 4. The nearest overnight accommodation or
- 5. The Insured Persons' permanent place of residence, if closer.

WHAT WE DO NOT COVER:

- 1. Any costs other than the taxi, train or most appropriate fare to transport the **Insured Person** and their pedal bicycle to their onward destination.
- 2. Any claim where photographic evidence of the broken pedal bicycle has not been provided.
- 3. Any incident within ten miles, by public highway from the Insured Person's Residence.
- 4. Any incident where the pedal bicycle is being used for a use not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the pedal bicycle on unsuitable terrain.
- 5. The cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
- 6. Damage to tyres by road punctures capable of being repaired by bicycle emergency kit available to the **Insured Person** at the time of the incident.
- 7. More than one claim in any one period of insurance.
- 8. Claims totalling more than £100 in any one period of insurance.
- 9. Whilst the pedal bicycle is being used outside of the Insured Person's country of domicile.

FRACTURES & DISLOCATIONS

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in Fractures and/or dislocations, **We** will pay the **Insured Person** the amount appropriate to the benefit shown below. Fractures and dislocations: cover up to £2,000, limited to

A fracture of

(a) hip or pelvis	£300
(b) leg (excluding kneecap)	£300
(c) collar-bone, arm	£300
(d) skull (including cheekbone and jaw)	£300
(e) shoulder-blade	£300
(f) bone(s) in foot or hand (excluding toes and fingers)	£300
(g) toe(s) or finger(s)	£50
(h) spine	£2,000

A dislocation of

(a) spine or hip	£2,000
(b) knee, ankle, wrist, elbow, collarbone (excluding toes and fingers)	£100
(c) any other dislocation requiring general anaesthetic or traction	£100

WHAT WE DO NOT COVER

We will not pay any claim directly or indirectly caused by or contributed to by:



Osteoporosis where this condition has been diagnosed and made known to the **Insured Person** prior to the **Fracture**.

FACIAL SCARRING BENEFIT

WHAT IS COVERED

If an **Insured Person** sustains an **Injury** during the **Operative Time** which results in Facial Scarring, **We** will pay the **Insured Person** the amount appropriate to the benefit shown below:

Item NoDescriptionSum Insured1.The scar length is 10cm or longer£1,0002.The scar length is between 3cm and 9cm£500

OPTICAL INJURY BENEFIT

WHAT IS COVERED

If an **Insured Person** sustains an optical Injury during the Operative Time which requires the **Insured Person** to be admitted as an in-patient to Hospital **We** will pay up to a maximum of £25 for an eye test if this is required, and in addition up to £150 towards the cost of purchasing, replacing or repairing Spectacles or contact lenses;

- 1. for accidental damage to Spectacles; or
- 2. if contact lenses need to be replaced due to damage; or
- 3. the Insured Person within thirty (30) days of the Injury is prescribed Spectacles or contact lenses due to eye damage.

PHYSIOTHERAPY FEES

WHAT IS COVERED

If the **Insured Person** sustains an **Injury** within the Operative Time during the **Period of Insurance**, **We** will pay the **Insured Person** the costs and expenses up to £750 of Physiotherapy Fees that are reasonably and necessarily incurred within twelve (12) months from the date of the **Accident** for all **Injuries** arising from the same **Accident**.

CONDITIONS SPECIFIC TO THIS SECTION

Prior to **Our** paying any claim, The **Insured Person** shall provide **Us** with written proof from their **Medical Practitioner** stating their **Injury** and justifying the requirement for Physiotherapy Fees to be incurred privately rather than utilising care provided by the **United Kingdom**'s or local country National Health Service.

WHAT WE DO NOT COVER

We will not pay:

- 1. The Excess as stated in the Table of Benefits.
- 2. Any treatment received beyond 12 months of the Injury

DENTAL FEES

WHAT IS COVERED

If the **Insured Person** sustains an **Injury** within the Operative Time during the **Period of Insurance**, **We** will pay the **Insured Person** the costs and expenses of Dental Fees up to £750 that are reasonably and necessarily incurred for immediate relief of pain and repair of the **Insured Persons** natural teeth arising from the same **Accident**.

CONDITIONS SPECIFIC TO THIS SECTION



Prior to **Our** paying any claim, the **Insured Person** shall provide **Us** with written proof from their **Dental Practitioner** stating the **Injury** and justifying the requirement for Dental Fees to be incurred privately rather than utilising care provided by the **United Kingdom**'s or local country National Health Service.

WHAT WE DO NOT COVER

We will not pay:

- 1. The Excess as stated in the Table of Benefits; or
- 2. The cost of any repairs to or replacement of dentures, dental appliances, crowns or precious metals.

GADGET DEVICE COVER

WHAT IS COVERED

If during the Operative Time within the Period of Insurance, the Insured Person's Gadget Device is damaged, We will pay one (1) claim per policy period up to a maximum of £500 for the lesser of the repair or Replacement Cost of the Insured Person's Gadget Device where it is damaged as the result of an Accident where the Insured Person's bicycle is damaged and/or the Insured Person needs medical treatment.

CONDITIONS APPLICABLE TO THIS SECTION

• In the event of a claim the **Insured Person** must provide **Us** with a copy of their proof of purchase of the Device.

WHAT WE DO NOT COVER

- the first £50 of any claim;
- if the Gadget Device is stolen or lost;
- if the **Gadget Device** is damaged caused by water, liquid or moisture;
- if damage does not prevent the **Gadget Device** from being used;
- if damage is only cosmetic (including scratches and dents to the **Gadget Device** and/or screen cover or case);
- if loss or damage is covered under warranty;
- at the time of the **Accident** the **Gadget Device** is older than 36 months from the date of purchase, when purchased new;
- if the **Insured Person** is unable to provide proof of purchase and confirmatory identification of the **Gadget Device's** serial number;
- the **Insured Person** must provide the **Gadget Device** number or other manufacturer's identifier;
- any loss as a result of not being able to use the Gadget Device;
- the Insured Person is unable to satisfy us that the damage to the Gadget Device was caused as a result of an Accident;
- the Insured Person cannot provide Us with the location details of their Accident

BICYCLE HELMET COVER

If during the Operative Time within the Period of Insurance, the Insured Person suffers an Accident and their Bicycle Helmet is damaged in an Accident, We will reimburse up to £250 for the replacement cost of the Bicycle Helmet.

Where available, the original manufacturer or distributor of the **Bicycle Helmet's** crash replacement scheme must be used.

WHAT IS COVERED

One (1) claim per policy period to a maximum of £250 for a **Bicycle Helmet** which is the **Insured Person's** own property or for which **Insured Person** is legally responsible, against accidental damage occurring during the **Period of Insurance**.



Where available, the original manufacturer or distributor of the **Bicycle Helmet's** crash replacement scheme must be used.

WHAT WE DO NOT COVER

- the first 10% of any claim, up to maximum of £25
- if the Insured Person's Bicycle Helmet is stolen or lost
- At the time of the Accident the **Bicycle Helmet** is older than **2 years** from the date of purchase, when purchased new.
- the full replacement cost of the **Bicycle Helmet** if a crash replacement scheme was available to the **insured person**, but was not used.
- The Insured Person is unable to provide proof of purchase
- The **Insured Person** is unable to satisfy **us** that the damage that the **Bicycle Helmet** was caused as a result of an **Accident**
- the **Insured Person** cannot provide us with the location details of the **Accident**.
- any gradually operating cause including but not limited to damage caused by wear, tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, dampness, dryness, shrinkage, evaporation, lack of or poor maintenance or failure to follow manufacturer's instructions when using, maintaining or repairing the Insured Person's Bicycle Helmet
- minor cosmetic damage, including scratches to the **Insured Person's Bicycle Helmet** unless the operation, function or safety of the **Bicycle Helmet** is affected at the same time and by the same cause.
- Any costs to replace the **Bicycle Helmet** if the manufacturer or distributor of the **Bicycle Helmet** reject the claim under their crash replacement scheme.

ROAD RASH COVER

If the **Insured Person** suffers an **Accident** and they sustain a **Road Rash Injury** during the **Operative Period**, **We** will pay up to £25 for the reimbursement of costs incurred to purchase medical items to specifically treat the effects of **Road Rash** sustained, to be purchased within 48 hours of the **Accident**.

This is limited to over the counter non-prescription medicines, creams, bandages, plasters, ointments, with the purpose of the immediate treatment towards healing the bicycle **Road Rash Injury**.

CONDITIONS APPLICABLE TO THIS SECTION

• In the event of a claim the **Insured Person** must provide **us** with a copy of their proof of purchase of the items along with evidence to prove the **Injury** occurred.

BIKE BAG COVER

If the **Insured Person** is travelling outside of their country of domicile with their bicycle, transported in luggage specifically designed for the carriage of a bicycle, **we** will cover the necessary and reasonable replacement or repair costs of the **Bike Bag** if the **Bike Bag** is lost or damaged whilst in transit up to £500. Limited to one (1) claim per year.

WHAT WE DO NOT COVER

- The first £50 of any claim
- Theft loss or damage if the Bike Bag is not owned by the Insured Person
- Theft loss or damage if the Insured Person cannot provide proof of purchase
- Theft loss or damage if the bag was purchased more than 2 years before the date of loss
- Cosmetic damage, scratching, dents or any other marks that do not affect the function or structural integrity of the bag



GENERAL CONDITIONS

These are the conditions of the insurance coverage under this Policy that the **Master Policyholder** and **Insured Persons** need to meet as part of this contract. If the **Master Policyholder** or **Insured Person** do not meet these conditions, **We** may reject any claim or a claim payment could be reduced. In some circumstances, the Policy may not be valid.

Age Limit

The **Insured Person** must be over the age of (18) years and under the age of seventy (75) years at the time the **Period of Insurance** commences.

Reasonable Care

The **Insured Person** must exercise reasonable care to prevent an **Accident** or **Injury** or loss or damage to themselves or others.

Applicable Law and Jurisdiction

We and the Master Policyholder irrevocably agree that this Policy shall be governed by and construed in accordance with the law of England and Wales and that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim.

Contracts (Rights of Third Parties) Act 1999

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

Claims Co-operation and Access to Records

The **Insured Person** shall co-operate with **Us** in the review of a claim and provide **Us** and **Our** designated representatives with all information, documentation and medical information **We** may require as may be necessary for the purpose of reviewing the claim and the **Insured Person** shall provide upon **Our** request all authorisations necessary to obtain medical records that **We** may require as may be necessary for the purpose of reviewing the claim.

Right to Medical Examination

We have the right to have the Insured Person examined by a physician or vocational expert of Our choice and at Our expense as often as may be necessary for the purpose of reviewing the claim.

Cyber Clarification Clause

We will pay for any covered loss, damage, liability, cost or expense caused by a Cyber Act or Cyber Incident, subject always to the Policy's full terms, conditions, limitations and exclusions

Interest

No sum payable under this Policy shall carry interest.

Limitation of Liability

In no case shall **Our** liability in respect of any claim by an **Insured Person** exceed the largest sum insured stated in the Schedule of Benefits to be read in conjunction with the **Insured Person's Insurance Schedule**.

Premium Adjustment Condition

The **Premium** under this Policy has been calculated based upon the estimated number of members that the **Master Policyholder** has provided to **Us** at inception of this Policy. The **Master Policyholder** shall keep an accurate record of all members throughout the **Period of Insurance** and allow **Us** to inspect such records at any reasonable time and shall each month declare to **Us** the actual number of members for the Policy period. If the total number of members exceeds the initial estimates provided to **Us** at inception of this Policy the premium will be adjusted with any additional premium calculated on the net difference, adjusted to number of months remaining until expiry. The **Master Policyholder** shall be liable to pay any additional premium due no later than 60 days after each quarter and at expiry of the Policy period.

Sanctions, Export and Exchange Control Clause

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of the cover, payment of the claim or provision of the benefit 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, **United Kingdom** or United States of America and Australia.

The GDPR and Data Protection Act

For the purpose of providing this insurance and handling of claims or complaints, **We** may need to transfer certain information which the **Master Policyholder** or **Insured Person** have provided to **Us** to other parties. Any information the **Master Policyholder** or **Insured Person** have provided will be dealt with by **Us** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.



GENERAL EXCLUSIONS

We will not pay under Section A any claim directly or indirectly caused or contributed to by:

- 1. Any claim unless the **Insured Persons** are active members of Rapha Racing Club when the **Injury** occurred; or
- 2. Any pre-existing condition where the **Insured Person** has sustained any **Injury** within 12 months prior to the commencement of the **Period of Insurance** cover for **Accident** or any disability or condition for which the **Insured Person** has received or required medical or psychiatric treatment or counselling in the twenty-four (24) months prior to the commencement of the **Period of Insurance**; or
- 3. Any claim for a fracture where osteoporosis has been diagnosed and made known to the **Insured Person** prior to the date of the **Injury**; or
- 4. The **Insured Person** exposure to Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness; or
- 5. The **Insured Person** being under the influence of, or being affected by any drug (unless this drug has been prescribed by a **Medical Practitioner** but not for the treatment of drug addiction); or
- 6. The **Insured Person** drinking too much alcohol, or any form of alcohol abuse, where it is foreseeable that this consumption could result in a serious impairment of the **Insured Person** faculties and/or judgement resulting in a claim; or
- 7. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **Radiation** or radioactive contamination; or
- 8 The release, dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 9 The **Insured Person** flying, except as a passenger in an aircraft licensed to carry passengers; or
- 10. The **Insured Person** driving a mechanically propelled vehicle in any kind of race; or
- 11. The **Insured Person** mountaineering or rock climbing normally requiring the use of ropes or guides; or
- 12. The **Insured Person** participating in any sport or activity as a professional, deriving income of more than four thousand pounds Sterling (GBP4,000) or equivalent currency per annum for the **Insured Person's** participation in that sport or activity: or
- 13. Fracture of any bones other than the Skull, Cheekbone, Jaw, Collar Bone, Shoulder Blade, Sternum, Arm, Ribs, Vertebra, Pelvis, Wrist, Hand, Upper Leg, Knee, Lower Leg, Ankle or Foot; or
- 14. Any claim for **Accident** in which the **Insured Person** was under 18 years of age, or over 75 years of age at the time the **Period of Insurance** commenced; or
- 15. Participation in any activity in or travel to Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen or any country or with any persons in breach of the Sanctions, Export and Exchange Control clause or where the Foreign & Commonwealth Office advise against all or all but essential travel on or before the date of the Insured Person's travel to on www.gov.uk/foreign-travel-advice; or
- 16. Driving motorised vehicles for which the **Insured Person** does not hold a full **United Kingdom** (or foreign equivalent) driving licence in circumstances requiring that this licence be held; or
- 17. The **Insured Person** attempting to commit or committing intentional self-injury or suicide; or
- 18. Any criminal or illegal act by the **Insured Person**; or
- 19. The Insured Person deliberate exposure to exceptional danger (other than in an attempt to save human life); or
- 20. The **Insured Person** operational duties as a member of the Armed Forces of any country other than administrative duties or
- 21. Loss or damage or expense of whatsoever nature, resulting from, or in connection with, or any action taken in controlling, preventing, or suppressing **War** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense; or
- 22. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature or arising from:
 - 22.1 Ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 22.2 The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- 23. Pregnancy within two (2) months of the estimated date of delivery, or childbirth; or
- 24. Medical operations or treatments not medically necessary to treat **Insured Person Injury**, including cosmetic or beauty treatments; or
- 25. The **Insured Person** exposure to any sexually transmitted disease.
- 26. Osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles.