

# Cycle Insurance Including Sports Cover Policy Wording

This document is a legally binding contract of Insurance between **you** and **us**. The contract is based on the information **you** gave **us** in the Statement of Fact that **you** made.

**We** agree to insure **you** under the terms, conditions and exceptions contained in this booklet and any **endorsements** that apply to this booklet. **You** are insured for any liability, loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay a premium.  
Unless **we** have agreed otherwise with **you**, this Insurance is governed by English law.

## DEFINITIONS

The following words or phrases have the same meaning whenever they appear in this document, the **schedule** and endorsements. These words are highlighted by the use of bold print.

**Abandonment** - when a **pedal cycle** is left in a location other than the **insured location** for more than 12 consecutive hours, at a railway station to which the public have access for more than 24 consecutive hours or a transition area awaiting use during an organised competitive triathlon or cycling event for more than 48 hours

**Accident** - a sudden and unexpected event which happens by chance during the **period of insurance**.

**Accessories** – **pedal cycle** related equipment owned by **you** and used in conjunction with **pedal cycle** disclosed on the **schedule** which are not essential to its operation, including but not limited to, saddle bags, bike computers, bottle cages, bottles, clip on tri bars and additional wheels owned by you and not disclosed as part of the **pedal cycle**.

**Adult** - person who has reached the age of 18 years.

**Approved Lock** - a lock which at the time of purchase by **you** was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of **pedal cycle** locks and which at the time of the purchase by **you** was appropriate to the **value** of **your pedal cycle**.

**Bike Box** – luggage developed specifically for the carriage of a **pedal cycle** or **pedal cycle** wheels, either owned or in **your** custody, care or control for the carriage of **your own pedal cycle or pedal cycle** wheels.

**Bodily injury** - death or identifiable physical injury resulting solely and independently from an **accident**.

**Commencement Date** - the date **your** cover starts as shown on the **schedule**.

**Common Carrier** is a person or company that transports goods or people for any person or company and that is responsible for any possible loss of the goods during transport.

**Endorsement(s)** - any terms and conditions additional to this insurance and specified on the **schedule**.

**Evidence of Ownership** - original purchase receipt, showing the date, price paid, details of the **pedal cycle** and **approved lock** including name and address of seller(s), or other evidence which clearly demonstrates ownership.

**Family** - parents, spouse, partner, son, daughter or siblings, who permanently live with **you**.

**Forcible and Violent Entry** –

- entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry
- damage caused to an **immovable object** or **approved lock**

**Helmets and Clothing** – any specialist triathlon or cycling articles of clothing including wetsuits, eyewear, footwear or headgear

**Immovable Object** -

- 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 **pedal cycle**.
- A properly fixed motor vehicle roof rack or properly fixed vehicle **pedal cycle** rack.

- At train stations, a **pedal cycle** rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.

**Insured Location** - the location stated in the **schedule** where the **pedal cycle** is usually kept which shall mean:

- A house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- An outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi layered roof, which is attached to or within the boundaries of a private house and is privately accessed.
- A privately accessed wooden shed which is securely locked at all times, within the boundaries of the property in which **you** normally reside.
- A self-contained flat within a brick, concrete or stone building with a slate, tiled or multi layered roof.
- A **self-contained** lockable private room in the halls of residence in which **you** normally reside.
- A communal hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which **you** normally reside.
- A communal outbuilding built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi-layered roof within the boundaries of the building in which **you** normally reside.
- Cover is extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 60 days at any one time during the **period of insurance**, providing **your** section of the temporary residence is **self contained** and lockable.

**Insured Person** - the person named in the **schedule** as the insured.

**Loss of Limb(s)** - the loss of a hand or foot by physical severance or total **loss of use** of an entire hand or foot.

**Loss of Sight** - the total and irrecoverable loss of sight in an eye.

**Malicious Damage** - the intentional damage caused by a third party.

**Overnight** – a continuous period in excess of six hours during the hours of darkness

**Pedal Cycle(s)** – any bicycle, tricycle, tandem or trailer cycle powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and as disclosed on the **schedule**, including all components, equipment upgrades, or cycle related equipment which form part of the **pedal cycle** and are essential to its operation and which are owned by **you** or for which **you** are legally responsible.

**Period of Insurance** - the period for which this policy is in force as shown on the **schedule**.

**Permanent Total Disablement** - disablement which entirely prevents the **insured person** from attending to any remunerative occupation and which after a period of 12 months from the date of disablement is, in the opinion of a medical referee, beyond possibility of improvement.

**Roadside assistance and recovery Incident** - An **accident**, act of vandalism, or irreparable breakdown to the **pedal cycle**, which immediately renders the **pedal cycle** immobilised.

**Recovery Operator** - the independent contractor appointed by **us** to attend a **roadside assistance and recovery Incident**.

**Schedule** - the document showing the details of the **insured person**, the cover provided and any **endorsements** that apply.

**Self contained** - no shared facilities and a separate lockable entrance under **your** sole control.

**Sports Cover** – Cover is provided for claims arising out of the use of **your pedal cycle** in any organised event

**Sum Insured** - the amount set out on the **schedule**

**Territorial Limits** – Worldwide (public liability excluded in USA and Canada)

**Terrorism** - an act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a) Is committed for political, religious, ideological or similar purposes; and
- b) Is intended to influence any government or to put the public, or any section of the public, in fear; and
- c)
  - i. involves violence against one or more persons; or
  - ii. involves damage to property; or
  - iii. endangers life other than that of the person committing the action; or
  - iv. creates a risk to health or safety of the public or a section of the public; or
  - v. is designed to interfere with or to disrupt an electronic system.

**Unattended** - whilst the **pedal cycle** is not being used or held by **you** or an **adult** who is entrusted with its safe keeping.

**United Kingdom** - England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

**Unoccupied Insured Location** - an **insured location** as defined in a) a house and d) as **self contained** flat, which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.

**Value** - may be defined by using one of the following circumstances:

- a) The price in GBP which you paid to purchase a new or second hand **pedal cycle** including the sum of any parts which you purchased and which form part of your **pedal cycle** (including VAT).
- b) The price in GBP which you paid to purchase new or second hand **pedal cycle accessories, bike boxes, helmets and clothing** (including VAT).
- c) For vintage or antique **pedal cycles** and **accessories**, which are of particular worth due to their age, style or collectability, the sum shown in any valuation you provide to us, provided that such valuation is less than three years old and has been provided by a vintage cycle retailer or other suitably qualified valuation expert.
- d) The undiscounted replacement cost for a **pedal cycle** which when purchased as new benefited from a significant and one-off discount.
- e) For custom builds the price paid for the sum of the parts excluding labour costs.

**We/Us/Our** - the insurers named in the **schedule** of insurance.

**You/Your** - the **insured person** named on the **schedule** who is a resident of the **United Kingdom**.

## Section one: Theft, Malicious Damage and Accidental Damage

### 1. Theft or Malicious Damage from the insured location

#### What is Covered

**We** will at **our** option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**.

**Accessories, bike boxes, helmets and clothing** are covered up to the **sum insured** as shown in the **schedule** and subject to the **value**.

#### What is not Covered

1. The first £100 of every claim
2. Theft or **Malicious Damage** from the **insured location** unless involving **forcible and violent entry** and **you** have complied with Security Requirement 1
3. Theft or **Malicious Damage** when the **pedal cycle** 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

4. Theft or **Malicious Damage** from an **unoccupied insured location**.
5. Unexplained Theft or **Malicious Damage**
6. Theft of any **accessories, helmets and/or clothing** from the **insured location** as described in f) communal hallway and g) communal outbuilding, unless the **pedal cycle** itself is stolen at the same time
7. Theft or **Malicious Damage** when **your pedal cycle** is secured by a lock which is only approved for use with a **pedal cycle** with a lower **value** than **your pedal cycle**
8. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.
9. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**

### 2. Theft or Malicious Damage when away from the insured location

#### What is Covered

**We** will at **our** option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**.

**Accessories, bike boxes, helmets and clothing** are covered up to the **sum insured** as shown in the **schedule** and subject to the **value**.

#### What is not Covered

1. The first £100 of every claim.
2. Theft or **Malicious Damage** unless **you** have complied with Security Requirement 2.
3. Theft or **Malicious Damage** when the **pedal cycle** 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.
4. Theft or **Malicious Damage** following **abandonment**.
5. Theft or **Malicious Damage** by a person or persons to whom the **pedal cycle** is entrusted.
6. Theft or **Malicious Damage** when loaned or hired out by **you** to any person, other than a member of **your family**
7. Theft or **Malicious Damage** when using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
8. Unexplained Theft or **Malicious Damage**.
9. Any **accessories, helmets and/or clothing**, unless the **pedal cycle** itself is stolen or damaged at the same time other than a wetsuit or helmet which is stolen from the transition area of an organised competitive triathlon event in which you are participating.
10. Theft of **pedal cycle** wheels and or power meter devices unless stolen at the same time as the entire **pedal cycle**.
11. Theft or **Malicious Damage** when **your pedal cycle** is secured by a lock which is only approved for use with a cycle with a lower **value** than **your pedal cycle**.
12. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.
13. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

### 3. Theft or Malicious Damage when from a vehicle

#### What is Covered

**We** will at **our** option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**.

**Accessories, bike boxes, helmets and clothing** are covered up to the **sum insured** as shown in the **schedule** and subject to the **value**.

#### What is not Covered

1. The first £100 of every claim.

2. Theft or **Malicious Damage** when **you** have not complied with Security Requirement 3.
3. When access to the vehicle has not been made by **forcible and violent entry**
4. Theft or **Malicious Damage** when loaned or hired out by **you** to any person, other than a member of **your family**
5. Unexplained Theft or **Malicious Damage**.
6. Theft or **Malicious Damage** when the **pedal cycle** is secured by a lock which is only approved for use with a cycle with a lower **value** than the **pedal cycle**.
7. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.
8. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

#### 4. Accidental damage

##### What is Covered

We will at our option, repair to its prior level of functionality or replace, any part, or, if beyond economic repair, replace the damaged part or all of the **pedal cycle** with the same or a similar article of like kind, functionality and quality up to the **sum insured** shown in the **schedule** subject to the **value** of the **pedal cycle**. We may use specialist suppliers for repair or replacement chosen by **us**.

**Accessories, bike boxes, helmets and clothing** are covered up to the **sum insured** as shown in the **schedule** and subject to the **value**.

##### What is not Covered

1. The first £100 of every claim.
2. When accidental damage is sustained in transit when handed to a recognised transport provider, unless securely packaged and a receipt obtained.
3. Accidental damage when loaned or hired out by **you** to any other person, other than a member of **your family**
4. Any accidental damage following **abandonment**.
5. Any gradually operating cause including but not limited to damage caused by wear and 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, denting, cosmetic changes, dampness, dryness, shrinkage or evaporation.
6. Mechanical or electrical breakdown or defect or electronic malfunction.
7. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
8. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
9. When using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
10. Any **accessories, helmets and/or clothing**, unless the **pedal cycle** itself is damaged at the same time
11. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.
12. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

## Security Requirements applicable to Section one

Wherever an **approved lock** is required to be used the lock will need to have been tested by Sold Secure and the **value** of the **pedal cycle** will determine the level of the **approved lock** you will need:

**Pedal cycle(s)** up to the **value** of £1,000 require a Sold Secure Silver-rated lock.

**Pedal cycle(s)** exceeding a **value** of £1,001 require a Sold Secure Gold rated lock.

### 1 SECURITY REQUIREMENTS AT THE INSURED LOCATION

**Malicious damage**, or theft of the property insured whilst at the **insured location** shall only be covered in circumstances where the **pedal cycle** is:

- a) At an **insured location**; as described in a) house, d) flat e) room in a communal residence and h) temporary residence such as a holiday cottage/home, guesthouse, hotel or like, where the **pedal cycle** is kept inside and any security devices are in operation
- b) At an **insured location** as described in b) private garage and c) privately accessed wooden shed and **you** have complied with the following security requirements:
  - i. all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock, or
  - ii. the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building
- c) At an **insured location** as described in f) communal hallway and g) communal outbuilding the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building.

### 2 SECURITY REQUIREMENTS WHERE THE PEDAL CYCLE IS AWAY FROM THE INSURED LOCATION

**Malicious damage** or theft of the **pedal cycle** whilst away from the **insured location** shall only be covered in circumstances where:

- a) The **pedal cycle** is not left **unattended**; or
- b) The **pedal cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the frame and
- c) Any access to the **pedal cycle** is effected by **forcible and violent entry**
- d) The **pedal cycle** is not left **unattended** within the boundaries of a train station for more than 24 hours and subject to 2(b) and 2(c) above.

### 3 SECURITY REQUIREMENTS FOR VEHICLES WHERE THE PEDAL CYCLE IS IN OR ON A VEHICLE

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

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;
- b) Access to the **pedal cycle** and/or **accessories** must have been affected by **forcible and violent entry**;
- c) Any security devices installed in the vehicle are in operation; and
- d) The **pedal cycle** is stored out of sight, (wherever possible)
- e) The **pedal cycle** is secured to a roof or bike rack using either the key operated locking mechanism of the rack or locked through the frame to the rack by an **approved lock** and where the rack is secured to the vehicle and left for no longer than one hour
- f) Any vehicle used must have:-
  - i. valid motor insurance;
  - ii. a valid MOT certificate where applicable;
  - iii. current road tax where applicable; and
  - iv. all windows and locks that are capable of rendering the vehicle secure.

## Section two: Replacement pedal cycle hire

##### What is Covered

We will pay up to £500 in any one **period of insurance**, for the reasonable cost of the hire of an alternative **pedal cycle** from a recognised reputable **pedal cycle** dealer whilst awaiting repair or replacement of **your pedal cycle** when the subject of an approved claim or where the **pedal cycle** fails to arrive at a venue outside of the **United Kingdom** due to a delay by a **Common Carrier**..

##### What is not Covered

1. When the costs of hire have not been agreed with **us**.
2. Where **our** prior authority has not been obtained
3. Where the costs of hire are greater than a normal charge through a recognised supplier.
4. Where the costs are in excess of the **pedal cycle value**
5. Where evidence of expenditure cannot be provided.
6. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.





7. Where costs are incurred by anyone other than **you**.
8. Any hire costs outside of the period **you** are without **your pedal cycle**
9. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

## Section three: Personal Accident

### What is Covered

**We** will pay the amount shown below if at any time whilst **you** or any individual member of **your family** are using a **pedal cycle** within the **territorial limits**, and are involved in an **accident**, which shall solely and independently of any other cause, cause such **bodily injury** which results in either death, **loss of limb**, **loss of sight** or **permanent total disablement**.

The amounts **we** will pay under this section are:

- **Loss of Limb** £10,000
- **Loss of Sight** £10,000
- **Permanent Total Disablement** £20,000
- **Death** £20,000

Benefit under this section shall be payable to **you** or **your** nominees, and shall be limited to a maximum of £20,000 per person

### What is not Covered

1. Any **accident** not involving the use of a **pedal cycle** by **you** or any member of **your family**
2. Anyone under age 16 or over age 85
3. **Permanent total disablement** benefit for anyone over age 65
4. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or **your** own criminal act, or being under the influence of alcohol or drugs;
5. When directly or indirectly resulting from stress, trauma or psychiatric illness
6. Any benefit when **your** death, injury or loss does not occur within 180 days of the **accident**
7. Any benefit when **you** cannot prove to **us** that the **permanent total disablement** has continued for 12 months from the date of the **accident** and in all probability will continue for the remainder of **your** life
8. More than one benefit under this section
9. Whilst using the **pedal cycle** for hire, reward, courier services, or the carriage of paying passengers
10. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws
11. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

## Section four: Public Liability

### What is Covered

**We** will in respect of the amount shown on the **schedule** which **you** and any member of **your family** become legally liable for, pay for **accidental bodily injury**, death, disease or accidental damage to any person or accidental damage to third party property which arises from **your** use of or ownership of a **pedal cycle** providing **you** are a resident of the **United Kingdom**.

The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured.

### What is not Covered

1. Any member of **your family** under age 16 or over age 85
2. Liability arising from loss or damage to property which belongs to **you** or is in **your** care custody or control
3. Where **you** are entitled to indemnity from another source
4. When punitive, exemplary or aggravated damages are awarded against **you**
5. Any liability for **bodily injury**, loss or damage

- a) to **your** employees or members of **your family** or household or to their property
  - b) arising out of the ownership, possession, use or occupation of land or buildings
  - c) arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons
6. When using the **pedal cycle** for hire, reward, courier services, or the carriage of paying passengers
  7. Anyone being carried not in control of steering the **pedal cycle**
  8. Any liability not involving the use of a **pedal cycle**
  9. Any liability arising out of the use of a **pedal cycle** outside the **territorial limits**
  10. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws
  11. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

## Section five: Roadside Assistance & Recovery

### What is Covered

**We** will send help if **you** are unable to complete the **pedal cycle** portion of **your** journey as a result of an **accident**, vandalism, or an irreparable breakdown to **your pedal cycle** (including punctures) within the **United Kingdom**. **We** will arrange and pay for **you**, any passengers, and **your pedal cycle** (if appropriate) to be transported at **our** discretion to:

1. The nearest suitable cycle 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 Location**, if closer

### What is not Covered

1. Any incident within a mile, by public highway from the **Insured Location**.
2. Any incident where the **pedal cycle** 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 cycle** on unsuitable terrain.
3. The recovery of **you** and **your pedal cycle** if repairs can be carried out at or near the scene of the incident within the same working day.
4. Incidents where the **pedal cycle** is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow or water.
5. Any damage to **your pedal cycle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this policy. For example, **we** will not pay for **you** to collect **your pedal cycle** from a repairer or for any time that has to be taken off work because of an Insured Incident.
6. Callout charges the police may charge.
7. Ferry and toll charges.
8. the cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
9. Any costs other than recovery to one of the destinations detailed above.
10. The charges of any company or person other than the **recovery operator** called out by **us**.
11. Expenses incurred where **our** Control Centre has not been notified promptly of a **roadside assistance and recovery Incident**.
12. Additional charges relating to a **roadside assistance and recovery Incident** where relevant payments have not been settled promptly by **you** before requesting reimbursement.
13. Any charges arising from **your** failure to comply with the requests of **us** or the **recovery operator** concerning the assistance being provided to **you**.



14. Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to **you** at the time of the incident.
15. More than three claims in any one **Period of Insurance**
16. Claims totalling more than £1,500 in any one **Period of Insurance**
17. When using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
18. Whilst the **pedal cycle** is being used outside of the **United Kingdom**
19. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws.
20. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**.

5. Alcohol or substance abuse; or conditions or physical complications related thereto of **you** or **your family** member
6. Any unlawful acts committed by **you** or **your family** members, whether they are insured or not;
7. **You** a) making changes to personal plans or b) having a business or contractual obligation;
8. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as covered herein;
9. Prohibition or regulation by any government;
10. Lost or stolen tickets
11. Any expected or foreseeable events.
12. If **you** give incorrect data or facts
13. If the loss is not submitted to **us** within 30 days from the date of loss, except as otherwise prohibited by law.

## Section six: Race Fee Cancellation Cover

### What is Covered

**We** will pay the non-refundable race fee cost, less any refunds, for one event per **period of insurance** up to the limits specified in **your schedule** to protect **you** against situations or losses that result from sudden and unexpected events as outlined below:

1. Any serious Injury or any unforeseen serious Illness occurring to **you** which results in **you** being unable to attend an event for which **you** have entered. **You** must be examined by a Physician within 72 hours of the cancellation and the Physician must advise **you** not to attend the event.
2. Any serious Injury or any unforeseen serious Illness occurring to a member of **your Family** which requires **you** to provide primary care to that person. **Your family** Member must be examined by a Physician within 72 hours of the cancellation.
3. Any serious Injury or any unforeseen serious Illness occurring to **your family** member that is considered life threatening or requiring hospitalisation. **Your family** member must be examined by a Physician within 72 hours of the cancellation.
4. **Your** death.
5. The death of a **family** member on or within thirty (30) days prior to the event date.
6. **You** being required to serve on a jury or served with a court order which requires **your** appearance in court on the day of the event, and which prevents **you** from attending the event.
7. **Your** home being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
8. **You** are directly involved in a traffic **accident** on the day of the event that causes either: 1) an Injury to **you**; or 2) damage to the automobile that creates an immediate need for repair to ensure the safe operation of the vehicle.
9. **You** being on Active Military Duty having personal leave revoked, except for disciplinary reasons.
10. **You**, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of **your** own, after **your** effective date of coverage.
11. **You** or **your** spouse are relocated by **you** or **your** spouse's current employer to a location that is at least 100 miles from **your** primary residence.
12. **You** not arriving at the venue due to a delay by the **Common Carrier** used for transportation.
13. **Your** automobile having a Mechanical Breakdown within 24 hours of the event which results in the vehicle being unable to be driven to the event.
14. **Your** place of work is made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

### What is not covered

1. Pre-Existing Conditions;
2. Intentionally self-inflicted harm, suicide or attempted suicide by **you**;
3. Normal pregnancy, fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy of **you** or **your family** member;
4. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of **you** or **your family** member;

## General Exclusions (applicable to all sections)

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

This certificate of insurance does not provide cover for any accidental damage or theft or any expenses of legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening though or in the consequence of:

1. Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
2. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
4. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
6. Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
7. Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction.
8. Engaging in any criminal act.
9. Any claim where **evidence of ownership** cannot be provided for the **Pedal Cycle** or the **approved lock**
10. Natural disasters
11. Financial Default;
12. Epidemic or Pandemic;
13. Pollution or threat of pollutant release;

## IMPORTANT INFORMATION

### AUTHORITY

In order that this contract may be issued as evidence of the policy of insurance, the Insurers mentioned in **your schedule** of insurance have entered into an agreement. This agreement empowers Tradewise Insurance Company Limited to issue this document.

### Basis of Claim Settlement

**We** will indemnify **you** under each policy section that is shown on **your schedule**, up to but not exceeding the amount shown. **We** may choose whether to replace, repair or pay for any loss. **You** must accept that **we** may appoint a loss adjuster to investigate any claim on **our** behalf.

**You** must retain any damaged property for inspection unless **we** have advised otherwise.

In the event of theft, attempted theft, vandalism or malicious acts **you** must notify the police immediately.

**You** may be asked to supply the following items in the event of a theft claim; the remains of an **approved lock**, a purchase receipt for the **approved lock** and all keys for the **approved lock**



**We** will pay the cost of repair or pay the cost of replacement as new or at **our** discretion will arrange for repair or replacement to be effected. **Our** liability shall not exceed the lower of the sum insured detailed on **your schedule of cover** or the **value** of the **pedal cycle(s) or accessories, helmets and/or clothing** less any excess as indicated under the claims excess section.

Upon settlement of a claim for loss or damage where the **pedal cycle** has been recovered or is deemed a total loss **we** have the right to take and keep possession of any part or the entire **pedal cycle** and deal with the salvage in a reasonable manner, but **you** shall not abandon any **pedal cycle** to **us**. In the instance of a **pedal cycle** being recovered it is **your** responsibility to notify **us**.

#### **CLAIMS – IMPORTANT POLICYHOLDER ADVICE IF YOU ARE INVOLVED IN AN INCIDENT THAT MIGHT LEAD TO A CLAIM IT IS IMPERATIVE TO REMEMBER THE FOLLOWING:**

- Always exchange details with the other drivers/cyclists, including names, addresses, registration numbers and Insurer names and policy numbers
- Obtain Witness details, including those of Passengers in any vehicle involved
- If **you** have a camera available, and it is safe to do so, take photos of the vehicle positions before they are moved and the vehicle damage, as they may assist with establishing liability
- Do not discuss whose fault the **accident** was or accept any responsibility
- If anybody is injured or **you** do not exchange details at the scene then report the matter to the police within 24 hours
- Do not answer directly any correspondence received from any representatives of the other parties involved.
- Ensure it is submitted to Yellow Jersey Claims without delay
- All Thefts must be reported to the Police and a Crime Reference obtained
- All incidents, no matter how minor they may seem should be reported

#### **CALL THE YELLOW JERSEY 24 HOUR CLAIMS LINE TO REPORT ANY INCIDENT: 0333 003 0600**

**You** will need to provide the following information:

- Policy Number
- Personal details of Policyholder and Cyclist
- Details of any other Parties or Vehicles involved
- Names and Addresses for any Witnesses
- Full details of what happened

A team of experienced handlers will be on hand to record the information and provide appropriate professional advice to progress **your** claim as swiftly as possible with minimum inconvenience to all involved.

**Remember that it is a condition of your policy to provide all information and assistance we may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or your claim not being paid.**

#### **UNINSURED LOSS RECOVERY (ULR)**

Kingsway Claims Ltd administers this service on **our** behalf.

#### **CANCELLATION**

**Your right to change your mind** - You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of the commencement date or (if later) within 14 days of you receiving your contractual documentation. We will make a charge equal to the period of cover you have had, subject to a minimum charge of £25 plus the Insurance Premium Tax (IPT). We will not refund any premium if you have made a claim.

**Cancellation after the initial 14 day period** - You may cancel this insurance after the 14 day cooling off period by giving us notice in writing. We will refund the part of your premium which applies to the remaining period of insurance (as long as you have not made a claim within the period of insurance).

We may cancel the insurance by sending you 7 days' notice to your last known address. We will refund the part of your premium which applies to the remaining period of insurance (as long as you have not made a claim).

#### **COMPLAINTS PROCEDURE**

If **you** wish to make a complaint **you** can write to the

Head of Compliance  
Tradewise Insurance Services Ltd  
300 Southbury Road  
Enfield  
Middlesex  
EN1 1TS

Should **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman  
Service South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

#### **GUIDANCE NOTES**

Please check that the contract is suitable for **your** needs.

**We** rely on the information **you** gave **us** being correct and complete. If it is not complete **you** may not be covered by this Insurance.

**You** must tell **us** about changes in the information **you** gave **us**.

If **you** do not, **you** may not be covered by this Insurance.

**You** must also tell **us** about any changes **you** want **us** to make to this document. This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract is English law.

This insurance is underwritten by Tradewise Insurance Services Ltd, Link House, 300 Southbury Road, Enfield, Middlesex, EN1 1TS who are authorised and regulated by the Financial Conduct Authority.

#### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

#### **DATA PROTECTION NOTICE**

This document contains important information relating to the details **you** have given **us**. **This notice should also be shown to anyone else that is insured under this policy.** This section draws to **your** attention the systems **we** have in place which allow **us** to detect and prevent fraudulent claims.

#### **FRAUD PREVENTION AND DETECTION**

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS. **Your** Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

**We** may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.

Published 20/05/2015