

GROUP PEDAL CYCLE AND EVENT FEE INSURANCE

POLICY WORDING

This document is a legally binding contract of Insurance between **you** and **us**.

We agree to insure **your participants** under the terms, conditions and exceptions contained in this policy wording and outlined in the policy schedule

Your participants are insured for any loss or damage that occurs during the **period of Insurance** for which **you** have paid, or agreed to pay a premium and for which **they** have opted-in

Unless **we** have agreed otherwise with **you**, this Insurance is governed by English law.

DEFINITIONS

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

Abandonment, Abandoned - when a **pedal cycle** is left a **transition area** awaiting use during an organised competitive triathlon or cycling event for more than 48 hours.

Accessories – **pedal cycle** related equipment owned by you and used in conjunction with the **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 not in use.

Accident / Accidental Damage- A sudden or unexpected crash, fall or impact whilst using or transporting **your pedal cycle** which causes damage to **you** and/or **your pedal cycle**, during the **period of Insurance**.

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

Evidence of Ownership - original purchase receipt showing details of the **pedal cycle** or **approved lock** showing the date & price paid.

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

Malicious Damage - intentional damage caused by a third party.

Participant - a subscriber to **your** terms of business who is a **participant** in one of **your** events and who has agreed to abide by **your** terms and whose name is entered in the register of **participants** who has agreed to be covered by the terms of this policy

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, 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 **your participant** or for which **your participant** is legally responsible.

Period of Insurance – the period for which this policy is in force as shown on the schedule, **participants** are covered for a 48 hour period starting the day before the event they have entered at 00:01 and ending on the day of the event at 23:59.

Pre-existing condition:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which **you** have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression) for which **you** have suffered which **you** have received medical advice or treatment or been prescribed medication for in the last five years.
- c) Any medical condition for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which **you** are prescribed medication.
- d) Any disease, illness or injury **you** are aware of but for which **you** have not had a diagnosis.

Schedule - the document showing the details of the insured person & the cover provided.

Race Cover – Cover is provided for claims arising out of the use of a **pedal cycle** in an organised event

Sum Insured - the monetary amount set out on the schedule

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.

Transition area – is an area that excludes all other persons apart from competitors and officials (check in crew, security crew, direction/flow marshals). It must have some form of barrier / fencing to form a compound; rope or marker tape is not sufficient

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

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**
- c) For vintage or antique **pedal cycles**, 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 whose business is registered in the United Kingdom.

Section 1: Theft from transition

Theft or Malicious Damage from a transition area for up to 24 hours awaiting use during an organised competitive triathlon or cycling event.

What is Covered

We will, at **our** discretion, pay the cost of repair, or the monetary replacement value, or arrange for repair or replacement to be effected. **Our** liability shall not exceed the lower of the sum insured detailed on **your** schedule or the **value** of **your** pedal cycle. **We** may use specialist suppliers for repair or replacement chosen by **us**. A report from the race organiser must be provided to us, confirming that **your** pedal cycle was stored in a **transition area** and that **your** pedal cycle has been stolen or **maliciously damaged**.

What is not Covered

1. Helmets, glasses, wetsuits, **accessories** or clothing,
2. Theft or **malicious damage** unless **you** can provide **evidence of ownership**. Other forms of **evidence of ownership**, other than a receipt, will be accepted at **our** discretion.
3. Theft or **malicious damage** unless you have provided a statement from the race organiser.
4. Theft from outside the **transition area**.

Section 2: Accidental damage

What is Covered

We will, at **our** discretion, pay the cost of repair, or the monetary replacement value, or arrange for repair or replacement to be effected. **Our** liability shall not exceed the lower of the sum insured detailed on **your** schedule or the **value** of **your** pedal cycle. **We** may use specialist suppliers for repair or replacement chosen by **us**. **We** may use carbon repair specialists to evaluate structural damage.

What is not Covered

1. Helmets, glasses, wetsuits, **accessories** or clothing,
2. **Accidental damage** when loaned or hired out by **your** participant to any other person
3. Any **accidental damage** following abandonment.
4. Any **accidental damage** claims for marring, scratching, denting or cosmetic changes.
5. Any **accidental damage** claims for a **pedal cycle** frame unless there are visible signs of structural damage.
6. 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.
7. Mechanical or electrical breakdown or defect or electronic malfunction.
8. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
9. Faulty or defective design, materials or workmanship or latent defect and defects in operation.

Section 3: Entry fee protection cover

What is Covered

We will pay the entry fee costs, less any refunds due from the organiser, for the event to protect **participants** 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 **your** participant which results in them being unable to attend an event for which **they** have entered. **Your** participant must be examined by a physician and the physician must advise them in writing not to attend the event.
2. Any serious injury or any unforeseen serious illness occurring a **participant's** family which requires them to provide primary care to that person. **Your** participant's family member must be examined by a physician and evidence provided.

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 and evidence provided.
4. The death of a **family** member on or within thirty (30) days prior to the event date.
5. **Your participant** being required to serve on a jury or served with a court order which requires their appearance in court on the day of the event, and which prevents **them** from attending the event.
6. **Your participant's** home is made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
7. **Your participant** is directly involved in a traffic accident on the day of the event that causes either:
 - 1) Injury to **them**; or
 - 2) Damage to **their** vehicle that creates an immediate need for repair to ensure the its safe operation
8. **Your participant** being on active military duty and having personal leave revoked, except for disciplinary reasons.
9. **Your participant**, after having been with the same employer for at least three continuous years, are terminated or laid off, except for disciplinary reasons, after the effective date of coverage.
10. **Your participant** not arriving at the venue due to a delay by a common carrier used for transportation.
11. **Your participant** automobile having a mechanical breakdown within 24 hours of the event which results in the vehicle being unable to be driven to the event.
12. **Your participant's** 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. If **your participant** cannot provide a doctor's report for injury or illness dated within 72hrs of the cancellation;
3. If **your participant** is prevented from travelling due to disruption of the public transport network which is public knowledge 24 hours prior to the event.
4. Intentionally self-inflicted harm, suicide or attempted suicide;
5. Normal pregnancy, fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of **your participants** or their family
6. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of **your participants** or their family;
7. Alcohol or substance abuse; or conditions or physical complications related thereto of **your participants** or their family
8. Any unlawful acts committed by **your participants** or their family whether they are insured or not;
9. **Your participant** a) making changes to personal plans or b) having a business or contractual obligation;
10. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather)
11. Prohibition or regulation by any government;
12. Lost or stolen tickets, entry forms
13. Any expected or foreseeable events.
14. If **your participants** give incorrect data or facts
15. If the loss is not submitted to **us** within 14 days from the date of loss, except as otherwise prohibited by law.

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 claim where **evidence of ownership** cannot be provided for the **pedal cycle**.
2. Any act of fraud or dishonesty by **you, your participant(s)** or anyone acting on **your or your participant(s)** behalf.
3. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
4. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
5. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
7. Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
8. 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.
9. Engaging in any criminal act.
10. Any claim where **evidence of ownership** cannot be provided for the **pedal cycle**
11. Natural disasters
12. Financial Default;
13. Epidemic or Pandemic;
14. 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 **your participants** 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 and your participants must accept that **we** may appoint a specialist to investigate any claim on **our** behalf.

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

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

Your participants 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 **the schedule** of cover or the **value** of the **pedal cycle(s)** 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 **your participant** shall not abandon any **pedal cycle** to **us**. In the instance of a **pedal cycle** being recovered after a theft it is **your participant's** responsibility to notify **us**.

CLAIMS – IMPORTANT ADVICE IF YOUR PARTICIPANTS ARE INVOLVED IN AN INCIDENT THAT MIGHT LEAD TO A CLAIM IT IS IMPERATIVE TO REPARTICIPANT THE FOLLOWING:

- Always exchange details with the other cyclists, including names, addresses
- Obtain witness details
- **Your participant** should not discuss whose fault the **accident** was or accept any responsibility
- Do not answer directly any correspondence received from any representatives of the other parties involved.
- Ensure this correspondence is submitted to Yellow Jersey without delay
- All thefts must be reported to the Police and a Crime Reference obtained

Your participants will need to provide the following information:

- Policy Number – YJMB0000107
- Details of the event entered
- Their personal details
- Details of any other parties
- Names and addresses for any witnesses
- Full details of what happened

It is a condition of the policy for all parties 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 a claim not being paid.

COMPLAINTS PROCEDURE

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the complaints procedure below:

Complaints regarding:

1. SALE OF THE POLICY - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: support@YellowJersey.co.uk.

2. CLAIMS - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0600 | Email: claims@YellowJersey.co.uk.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: complaint.info@financial-ombudsman.org.uk. The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

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 participants 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.

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.

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.