

ETAPE LOCH NESS | LOCH NESS MARATHON

GROUP EVENT FEE & PEDAL CYCLE POLICY WORDING

This document is a legally binding contract of Insurance between Caledonian Concepts (Scotland) Ltd, Loch Ness Marathon Ltd (**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 during the **period of insurance** for which **you** have paid, or agreed to pay, a premium and the sections for which **they** have opted-in below.

Entry fee cover starts from the time **your participants** opt in to **your** group policy through to the start time of the **event**.

This insurance is governed by English law.

COVER SUMMARY

This section is intended to provide a summary of the main coverage and exclusions of **your** group insurance policy and is personalised to **your** specific needs. **You** should refer to the main sections of the policy wording and **schedule** for complete pre-contractual and contractual information.

Please take the time to carefully check **your** documentation to ensure **you** have provided the correct details and fully understand **your** obligations pre-contract and throughout **your** policy period. Please contact us if **you** have any questions, or to amend the details we hold.

SECTION	WE WILL COVER	EXCESS	WE WILL NOT COVER
Entry Fee Cover	<p>✓ The non-refundable entry cost of the event, up to £500, if your participant has to withdraw to due unforeseen circumstances, less any booking fees applicable.</p>	10% of the entry cost	<p>✗ any pre-existing conditions</p> <p>✗ claims submitted more than 14 days after the date of loss</p> <p>✗ any refunds due from the organiser at the date of loss</p> <p>✗ booking fees</p> <p>✗ costs if the organiser or promoter cancels or delays the event for any reason</p> <p>✗ costs if your participant is unable to attend a rescheduled date for the event</p> <p>✗ costs if your participant is unable to provide a doctor's report for an injury or illness within 72hrs of the withdrawal</p> <p>✗ any change in personal or business circumstance</p>
Accidental Damage (Cycle events Only)	<p>✓ Accidental damaged sustained to the pedal cycle whilst partaking in event, up to £5,000.</p>	10% of the value of the claim, minimum excess £250	<p>✗ pedal cycles with a value above £5,000.</p> <p>✗ claims submitted more than 14 days after the date of loss</p> <p>✗ accessories, helmet and clothing</p> <p>✗ claims without photographic evidence showing the damage, date and location of loss</p> <p>✗ claims where your participant cannot provide evidence of ownership</p> <p>✗ scratches, denting or cosmetic damage</p> <p>✗ damage whilst stored in the transition area</p>

CLAIMS

Remember that it is a condition of **your** policy that **your participants** must 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 **their** claim not being paid.

To submit a claim please click [HERE](#)

HOW WE WILL SETTLE PEDAL CYCLE CLAIMS

We won't pay more than the amount it would have cost **us** to replace or repair using **our** own suppliers.

We do not have to use any **pedal cycle** dealer or distributor nominated or selected by **your participants**. However, if **their** preferred **pedal cycle** dealer or distributor will match the prices available to **us**, and work with **us** directly, we will consider **their** request.

They must accept that **we** may appoint a specialist, including carbon restoration experts, to investigate, repair and restore any **pedal cycle** claim on **our** behalf. **They** must retain any damaged **pedal cycles** for inspection unless **we** have advised otherwise.

The most **we** will pay will be the **value** of the **pedal cycle**.

Where there is a partial loss we will pay the proportionate value of the damaged item(s) being claimed for rather the full **pedal cycle** replacement cost as new. For a bespoke build, this may be restricted to the value for the individual damaged part.

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:

Accident / accidental	A sudden or unexpected crash, fall or impact whilst using their pedal cycle in the event which causes damage to your participant and/or their pedal cycle , during the period of insurance .
Accessories	Pedal cycle related equipment and clothing owned by your participant and used in conjunction with the pedal cycle which are not essential to its operation, including but not limited to: clothing, jerseys, bib shorts, helmets, glasses, wetsuits, cycle shoes, saddle bags, cycle computers, bottle cages, bottles, clip on tri bars.
Date of Loss	The date your participant first became aware of the incident that either caused accidental damage to their pedal cycle , or that caused them to withdraw from the event .
Event	The race your participant entered, when opting into your group policy.
Evidence of Ownership	Original purchase receipt, showing the date, price paid, details of the pedal cycle including name and address of seller(s).
Participant	An entrant in one of your events who has opted-in to this group policy.
Pedal Cycle	Any bicycle, tricycle, tandem or trailer cycle (powered by human pedalling and/or an electric battery with an output not exceeding 250w and 15.5 mph), 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 they are legally responsible.
Period of Insurance	The period for which this policy is in force as shown on the schedule . Participants are only covered for accidental damage of their pedal cycle whilst partaking in the event , and for theft of their pedal cycle for the 48 hours surrounding the event . Race fee cover starts from when they opt in to this policy, until the start time of the event .
Pre-existing condition:	<ul style="list-style-type: none"> a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which your participants 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 they have suffered which they have received medical advice or treatment or been prescribed medication for in the last five years. c) Any medical condition for which they have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which they are prescribed medication. d) Any disease, illness or injury they are aware of but for which they have not had a diagnosis.
Schedule	The document showing the details of the insured person and the cover provided.
Terrorism	<p>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:</p> <ul style="list-style-type: none"> 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) <ul style="list-style-type: none"> 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.
They/Them/Their	Your participants.
United Kingdom	England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
Value	<p>Is defined by using one of the following circumstances at our discretion. Values will be in GBP, inclusive of VAT:</p> <ul style="list-style-type: none"> a) new or second hand pedal cycles will be valued at the price your participant paid, including the sum of any parts or upgrades which they purchased and which form part of their pedal cycle; b) new or second hand pedal cycles will be valued at the price your participant paid; c) vintage or antique pedal cycles which are of particular worth due to their age, style or collectability, will be valued at the sum shown in any valuation your participant provides 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. If your participant is unable to provide photos documenting the condition of their pedal cycle at the time of the valuation, they must accept our valuation; d) heavily discounted bikes will be valued at the undiscounted replacement cost at the purchase date for a pedal cycle which, when purchased from new, benefited from a significant and one-off discount. This discount must be visible on purchase receipt from a recognised retailer. If your participant has added parts to this since, we will include these at price they paid; e) custom builds will be valued at the price your participant paid for the sum of all the parts, including reasonable labour costs but excluding accessories; f) ex-demo, ex-display or ex-team pedal cycles will be valued at the price your participant paid, including any parts or upgrades they've added; g) prize or gifted new pedal cycles will be valued at the RRP at the time of receipt, with evidence of the RRP and evidence of gifting. Any parts or upgrades will be included on top; h) gifted second hand or used pedal cycles will be valued at the price paid. If your participant is unable to evidence this cost, we reserve the right to apply our view of value based on the pedal cycle's condition and current market value.
We/Us/Our	The insurers named in the guidance notes of this policy wording.
You/Your	The insured person named on the schedule whose business is registered in the United Kingdom .

SECTIONS OF COVER

SECTION 1 - ENRTY FEE

WHAT IS COVERED

- ✓ We will cover your participant, if they need to withdraw from the event, due to a sudden, unexpected and unforeseeable event that takes place after they entered the event or opted in to this group policy (whichever is the latter), that prevents them from reasonably taking part.
- ✓ We will pay the non-refundable race fee cost, less any refunds applicable at the date of loss, up to £500.

WHAT IS NOT COVERED

- ✗ the excess (10% of the entry cost)
- ✗ claims submitted more than 14 days after the date of loss
- ✗ booking fees
- ✗ claims due to pre-existing conditions
- ✗ any refunds due from the organiser at the date of loss
- ✗ if they change their mind or have a change of personal or business circumstance
- ✗ if they cannot provide a medical report to justify their claim, dated within 72hrs of the injury or cancellation
- ✗ any costs if the event organiser, cancels, postpones or reschedules the event
- ✗ costs if your participant is unable to attend a rescheduled date for the event
- ✗ claims for fertility or pregnancy related reasons, unless they suffer complications
- ✗ claims due to any Government intervention

SECTION 2 - ACCIDENTAL DAMAGE (CYCLE EVENTS ONLY)

WHAT IS COVERED

- ✓ We will cover your participant's pedal cycle for accidental damage sustained in the event (up to £5,000).

WHAT IS NOT COVERED

- ✗ the excess (10%, £250 minimum)
- ✗ claims without photographic evidence showing the damage, date and location of loss
- ✗ pedal cycles with a value above £5,000.
- ✗ claims submitted more than 14 days after the date of loss
- ✗ claims where they cannot provide evidence of ownership
- ✗ accidental damage not sustained in the event
- ✗ unexplained accidental damage
- ✗ claims for a frame or wheelset unless there are visible signs of structural damage
- ✗ any marring, scratching, denting or cosmetic damage
- ✗ accessories
- ✗ consequential losses arising from an uninsured event or damage.

HOW SHOULD I VALUE MY BIKE?

Other insurers may have differing views on how to value items. **Your participants** may have even had a different cycling insurance policy. With **the** Caledonian Concepts policy, **we** can only insure **pedal cycles** with a **value** of up to £5,000. If **their pedal cycle** is worth more than this, **we** cannot insure it. If in doubt, **your participants** should contact **our** friendly support team, who will be able to help.

We have a consistent valuation method. **Our** examples below might help **your participants** if **they're** unsure after reading the definitions.

A FEW VALUATION SCENARIOS WHEN BUYING A BIKE FROM NEW

Q1	I purchased my bike for £5,000 from a retailer in 2016 and have had no upgrades since; does this policy cover me?
A	Yes. The value will be £5,000, i.e. the price you paid for it.
Q2	I purchased my bike for £5,000 from a retailer in 2018 and then spent £1,800 upgrading the wheels and saddle in 2019; does this policy cover me?
A	No. This bike is valued at £6,800. You should consider a more bespoke policy for the event or purchase year-round cover. Our support team will be able to advise.
Q3	I purchased a bike worth £6,000 RRP for £4,500 in a sale; does this policy cover me?
A	Yes. The value would be capped at £4,500. The invoice should show the discounted price.
Q4	I was gifted a new bike worth RRP £3,000 in 2019; does this policy cover me?
A	Yes. This would be valued at £3,000. This also includes if you won the bike as a prize in a competition. ! Remember to keep proof of the prize or evidence it was gifted.
Q5	I purchased an antique bike ridden by Eddy Merckx for £5,000 in 2012; does this policy cover me?
A	Yes. In this instance, we would require photos of the bike and a copy of the valuation letter less than three years old to verify the value.
Q6	I built a bike up myself from parts. I paid a total of £4,500 for the frameset, wheelset, groupset and finishing kit from various sources; does this policy cover me?
A	Yes. The value would be £4,500.

A FEW VALUATION SCENARIOS WHEN BUYING A USED BIKE

Q1	I purchased a bike from a friend for £750; does this policy cover me?
A	Yes. The value would be £750 in the event of a claim. ! Remember to keep a copy of the receipt or transfer of ownership
Q2	I bought a bike for £4,000 on eBay, and then purchased a brand new wheelset for £2,000; does this policy cover me?
A	No. Your bike is valued at £6,000. You should consider a more bespoke policy for the event, or purchase year round cover. Our support team will be able to advise here.
Q3	My Aunt gifted me a second-hand bike; does this policy cover me?
A	Gifted bike values should be agreed upon with us in advance. Whether we can cover it depends on how much your Aunt paid for it. If she spent more than £5,000, then no. ! If you don't know the price she paid, you should speak to our support team to double check.
Q4	My brother gifted me a second-hand bike, and I've since spent £2,500 upgrading the groupset and wheelset; does this policy cover me?
A	It depends on the combined value of the entire bike. ! If you're in doubt, confirm the value with our support team.
Q5	I paid £4,500 for an ex-display bike, but it's worth £6,000 RRP; does this policy cover me?
A	Yes. The value would be £4,500 in the event of a claim.

GENERAL EXCLUSIONS

- ! Claims submitted more than 14 days after the date of loss will not be accepted.

We will not pay any element of any claim if it involves any the following causes:

- X any act of fraud or dishonesty, as determined by us
- X if the **date of loss** occurred before the **period of insurance**
- X accessories, clothing and helmets
- X professional cycling of any kind
- X **pre-existing conditions**
- X suicide, attempted suicide or deliberate injury to **themselves** or putting **themselves** in unnecessary danger (unless trying to save human life)
- X 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
- X engaging in any criminal act
- X natural disasters
- X financial default,
- X any epidemic or pandemic
- X any act of **terrorism**
- X pollution or threat of pollutant release.

REFUNDS

- **Refund within the initial 14-day period**
Your participants may cancel their cover under your group policy and receive a 100% refund of their opt-in costs, without giving reason, by sending us written notice within 14 days of the date they opted in, or if later, within 14 days of them receiving their contractual documentation. However, we will not refund any of their opt-in costs if they have made a claim.
- **Refund after the initial 14-day period**
Whilst your participants may cancel this cover after the 14-day cooling-off period, no refund of their opt-in costs will be payable.
- **Refund if the event is cancelled or postponed by the organiser or governing body**
If the event has been cancelled by the organiser, or a cancellation has been enforced by a governing body, we will refund 75% of your participants' group policy opt-in cost. They must request the refund by emailing support@yellowjersey.co.uk within 14 days of the date of the event cancellation, otherwise no refund will be paid. For the avoidance of doubt, the date of cancellation shall begin on the day that Caledonian Concpets sends participants a written notification via email declaring that an event is cancelled.
- **Refund by us**
We may cancel a participant's cover by sending them 7 days' notice to their last known address. We will refund in full, so long as they have not made a claim. If they have made a claim, there will be no refund.

COMPLAINTS PROCEDURE

It is our intention to give your participants the best possible service. If they have any questions or concerns about this insurance or the handling of a claim, they should contact us using the details below:

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

If it is not possible to reach an agreement, they have the right to make an appeal to the Financial Ombudsman Service. This also applies if they are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. They 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 their statutory rights contact their local authority Trading Standards Service or Citizens Advice Bureau.

GUIDANCE NOTES

This insurance is Underwritten by AWP P&C SA and administered in the UK by AWP Assistance UK Ltd trading as Allianz Assistance.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and 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.

DATA PROTECTION NOTICE

We care about your personal data. The summary below and our full privacy notice explain how Allianz Assistance protects your privacy and uses your personal data. Our full privacy notice is available at www.allianz-assistance.co.uk/privacy-policy-and-cookies/. If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

How will we obtain and use your personal data?

We will collect your personal data from a variety of sources including:

- Data that you provide to us; and
- Data that may be provided about you from certain third parties, such as vehicle recovery operators in the event of a breakdown.

We will collect and process your personal data in order to comply with our contractual obligations and/or for the purposes of our legitimate interests including:

- Entering into or administering contracts with you;
- Informing you of products and services which may be of interest to you.

Who will have access to your personal data?

We may share your personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on our behalf;
- Organisations who we deal with which provide part of the service to you such as your car hire company;
- To meet our legal obligations including providing information to the relevant ombudsman if you make a complaint about the product or service that we have provided to you.

We will not share information about you with third parties for marketing purposes unless you have specifically given us your consent to do so.

How long do we keep your personal data?

- We will retain your personal data for a maximum of seven years from the date the insurance relationship between us ends. If we are able to do so, we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.

Where will your personal data be processed?

- Your personal data may be processed both inside and outside the European Economic Area (EEA).
- Whenever we transfer your personal data outside the EEA to other Allianz Group companies, we will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, we take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

What are your rights in respect of your personal data?

You have certain rights in respect of your personal data. You can:

- Request access to it and learn more about how it is processed and shared;
- Request that we restrict any processing concerning you, or withdraw your consent where you previously provided this;
- Request that we stop processing it, including for direct marketing purposes;
- Request that we update it or delete it from our records;
- Request that we provide it to you or a new insurer; and
- File a complaint.

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

How can you contact us?

If you would like a copy of the information that we hold about you or if you have any queries about how we use your personal data, you can contact us as follows:

- By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD

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.

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