

# **Cycle Insurance Sample Insurance Policy**

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## Definitions

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Whenever the following words or expressions appear in bold in **your policy** they have the meaning given below.

### Abandoned/Abandonment

Being left at a location other than the **insured location** for more than 12 hours at any one time or at a train station or your permanent place of employment for more than 24 hours at any one time.

### Accessories

Equipment added and fixed to the **bicycle** in addition to the manufacturer's original specifications, as specified on **your insurance schedule** (when the required additional **premium** for **accessories** has been paid) including trailers and passenger carrying trailers, and not otherwise specifically excluded, helmets, hats or caps, shoes, overshoes, jerseys or vests, base layers, gilets, gloves, glasses and goggles, jackets, shorts, bib shorts, bibs, biblongs, tights, trousers, socks, warmers, compression clothing, backpacks, water bottles and cages, hydration packs, cameras specifically designed for cycling and mounted to a helmet, frame or handlebars; cycling computer; cycling GPS unit, power meters, lights, cycle luggage, panniers, saddle bag, cycling tools, cycling armour & guards.

### Accident

A sudden and unexpected event which happens by chance during the **period of insurance**.

### Accidental Damage

The sudden and unforeseen **accidental damage** to the **bicycle** or **accessories** specified on **your insurance schedule** or any third party property not otherwise specifically excluded from this insurance.

### Accidental Loss

The sudden, unforeseen and unintentional loss of **your bicycle accessories**.

### Act of Terrorism

Any act that the government of the **United Kingdom** considers to be an **act of terrorism**. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation of government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

### Administrator

Choose Your Insurance, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

### Agent

The party, person or company who arranged this insurance on **your** behalf.

### Approved Lock

- a. Any **bicycle**, motor scooter or motorcycle lock that has been tested and approved to the following Sold Secure testing standards:

**Bicycles valued** up to £1000 - A Sold Secure bronze graded lock or above.

**Bicycles valued** up to £2000 - A Sold Secure silver rated lock or above.

**Bicycles valued** over £3000 - A Sold secure gold rated lock; or

- b. Any other specified lock accepted by **us** and specified in an **endorsement**.

### Bicycle(s)

Any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act including any fixed **accessories** which are specified on **your insurance schedule**.

### Bodily Injury

Physical injury (other than when directly or indirectly caused by illness or disease) caused solely and directly by a sudden external unforeseen and identifiable **accident** event.

### Commencement Date

The date **your** cover shall start as shown on **your insurance schedule** as the “**commencement date**”.

### Domiciled

Means **you** have been a **United Kingdom** resident for a minimum of 12 months at the time of inception of **your policy**. **You** have a permanent residential address in the **United Kingdom** and **you** have not been travelling abroad continuously for more than 12 months.

### Endorsement(s)

Statements found in **your insurance schedule**, that either show changes to the terms of **your policy** or terms that apply specifically to **you**.

### Evidence of Ownership

An original purchase receipt, showing the date, price paid, details of the **accessories**, **bicycle** and **approved lock**, name and address of seller or any other evidence which clearly demonstrates ownership. No claim will be admitted for any item where **evidence of ownership** has not been received.

### Excess

The first amount of each and every claim arising from **theft** or **accidental damage** as shown in the table below:

Insured Value	Excess
£0 - £1000	£25
£1001 - £2000	£50
£2001 - £4000	£75
£4001 - £5000	£100
£5001 - £10000	£150
£10001 - £15000	£175

or;

- Any amount shown on **your insurance schedule** by **endorsement**; or
- The first £250 in respect of any claim for **theft** or **accidental damage** at an **insured location** which can be properly described as a communal hallway, communal outbuilding or privately accessed wooden shed.

### Expert Medical Practitioner

A person other than **you**, a member of **your** immediate **family** or an employee of yours, who is qualified as a consultant in the branch of medicine to which the **bodily injury** relates.

### Family

**Your** parents, spouse, partner, son, daughter or siblings, only when living at the **insured location**.

Cover for members of **your family** will be extended under Sections 1.2, 1.3 and 1.4, only when an additional **premium** has been paid. If applicable, this cover will be shown on **your insurance schedule**.

### Forcible and/or 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**.

### Home Address

The last known address recorded on **our** system where **your bicycle** is ordinarily kept.

### 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 **bicycle**.
- A properly fixed motor vehicle roof rack or properly fixed vehicle **bicycle** rack.

### **Insurance Schedule**

The document issued to **you** which details **your** name, address, cover selected and the property insured which should be read in conjunction with this **policy**.

### **Insured Event**

The loss, **theft** of or damage to any insured item.

### **Insured Location**

The location as stated on **your insurance schedule** where the **bicycle** is usually kept (unless specified in an **endorsement**) which may include the following:

- a. A privately accessed outbuilding, garage or lockable wooden shed within the boundaries of the property in which **you** normally reside.
- b. A self-contained flat
- c. A self-contained lockable private room in the halls of residence in which **you** reside.
- d. A communal hallway or outbuilding within the building in which **you** reside.

Cover shall be extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the **period of insurance**. Any other address that **you** reside at for in excess of 30 days in any one year may be covered provided **you** advise **us** and **we** accept by an **endorsement**.

Please refer to section 2.1 of this **policy** wording for security requirements applicable whilst the **bicycle** is stored at the **insured location**.

### **Loss of Limb**

The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an **expert medical practitioner** will not be recovered.

### **Loss of Sight**

The permanent and total **loss of sight** that will be considered as having occurred in both eyes if **your** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

### **Period of Insurance**

The period specified on **your insurance schedule**. In the event of a claim resulting in a total loss and subsequent replacement or cash payment this **policy** will end.

### **Permanent Total Disablement**

Disablement caused other than by death, **loss of limb** or limbs or **loss of sight**, that has lasted for 52 consecutive weeks and will, in the opinion of an **expert medical practitioner**, prevent **you** from ever engaging in any occupation of any kind.

### **Policy**

These terms and conditions and any changes to them.

### **Pre-existing**

Any diagnosed psychological or psychiatric disorder (including anxiety, depression or eating disorder) which **you** have suffered from or received treatment for in the last 12 months and any disease, illness, injury for which **you** are taking prescribed medication or where **you** consulted a hospital specialist or needed inpatient treatment within the last 12 months. Also, if **you** are aware of any medical condition or set of circumstances which could reasonably be expected to give rise to a claim.

### **Premium**

The amount referred to as such on **your insurance schedule**.

### **Recovery Operator**

The independent technician **we** appoint to attend any breakdown.

### **Sum Insured**

The amount set out on **your insurance schedule**.

### **Territorial Limits**

The **United Kingdom** and for to up to 30 days per trip anywhere in the European Union subject to a maximum of 60 days during any one **period of insurance**.

### **Theft**

The unauthorised dishonest appropriation or attempted appropriation of the **bicycle** or cycle **accessories** specified on **your insurance schedule**, by another person with the intention of permanently depriving **you** of it.

### **Unattended**

Whilst the **bicycle** is not being used or held by **you**, a **family** member or an adult who is entrusted with its safe keeping.

### **United Kingdom**

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

### **Unoccupied Insured Location**

An **insured location** which is a furnished dwelling, but has not been lived in for more than 30 consecutive days.

### **Value**

The usual new undiscounted replacement cost of the **bicycle** and any fixed **accessories** (including vat) from a reputable dealer as at the **commencement date** of the **period of insurance**.

### **We/Us/Our**

Mean any, or all, of:

- Choose Your Insurance ("Choose Your Insurance")
- Ageas Insurance Limited ("Ageas")
- Call Assist Ltd ("Call Assist")

### **You/Your**

The insured person named on **your insurance schedule** who is a resident of and **domiciled** in, the **United Kingdom**.

## **Introducing Your Cycle Insurance Policy**

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This booklet and **your insurance schedule** gives full details of **your** cover. Please read both carefully and make sure that they meet **your** needs.

If **you** have any questions, please contact **your agent** and they will help **you**.

Please keep all **your** insurance documents in a safe place, as **you** may need them if **you** want to make a claim.

## **Our Contract with You**

**We** will provide cycle insurance under the terms, exceptions, conditions and **endorsements** of this **policy**, during the **period of insurance** for which **we** have accepted **your premium**.

This contract is based on the proposal (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **insurance schedule** and any **endorsements** are all part of this **policy**. **You** must read all the documents that make up **your policy** as one document.

## **The Law that Applies to this Policy**

This **policy** will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

## The Language used for this Policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

## Cooling-Off Period

We hope that **you** will be happy with **your** insurance **policy**, however, if this **policy** does not meet **your** needs **you** have 14 days from the date **you** received **your policy** documents or from the purchase date, whichever is later, to cancel the **policy** and get a full refund.

To cancel **your policy**, please contact the **agent** who sold **you your policy**. See page 17 for further details of cancellation.

## Making a Claim

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If **you** wish to make a claim, here's what to do.

We hope **you** will find **our** service fast, efficient and friendly.

### 1. Claim Notification

To make a claim call 0330 111 0251 and quote the **policy** number. **You** must report any claim as soon as reasonably possible and within 30 days of the **insured event**. **You** are responsible for the cost of preparing any claim under this **policy**.

### 2. Theft

Any **theft** must be reported to the police immediately and **you** must obtain a crime reference number.

### Important Claims notes:

We will, at **our** option, repair, replace or pay for any **bicycle** that is less than three years old on a new for old basis.

We will, at **our** option, repair, replace or pay for any **bicycle** that is more than three years old on an equivalent type or specification basis.

**Please note that we will not make any payment under this policy when any damaged item cannot be provided.**

### Claims Which May be Made Against Us

**You** must give **us**, as soon as possible, full details of any event that could lead to a claim under this **policy**.

**You** must not:

- Negotiate to settle any claim; or
- Offer or promise anything without **our** permission in writing.

We may, in **your** name, take over and deal with a claim and try to recover from others any money **we** have paid out under this **policy**. At all times **you** must give **us** whatever help **we** need.

## Our Customer-Care Policy

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We are committed to treating **our** customers fairly, however, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following:

For complaints about the sale of the **policy**, **you** should contact or write to the **agent** that sold **you** this **policy**.

For complaints about claims, **policy** administration and documents, please write to:



The Managing Director, Choose Your Insurance, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9, 6LR, phone 0330 111 3998 , or email [info@jacksonleeunderwriting.co.uk](mailto:info@jacksonleeunderwriting.co.uk).

For any complaints regarding Bicycle Rescue cover please write to:

Customer Services, Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

**We** will acknowledge **your** complaint within three working days of receiving it.

**We** will look to:

- Try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this **we** will write to **you** within 5 working days.
- Tell **you** the name of the person managing the complaint when **we** send **our** acknowledgement letter.
- Aim to resolve **your** complaint within 20 working days. If this is not possible for any reason **we** will write to let **you** know when **we** will contact **you** and provide **you** with **our** final response.

### Financial Ombudsman Service

If **you** are still not happy with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving **your** complaint, **you** can pass **your** complaint to the Financial Ombudsman Service. In order to have **our** permission to do so, **you** must take **your** complaint to the Financial Ombudsman within six months of the date of **our** response. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Phone: 0800 023 4567

**You** can visit the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** rights to take legal proceedings.

### Financial Services Compensation Scheme

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

## Section 1 – What is Covered and Specific Exclusions

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The Security Requirements, General Exclusions and Conditions, which apply to **your** Cycle Insurance are shown in Sections 2, 3 and 4.

### 1.1 Theft of Your Bicycle from the Insured Location

#### What is Covered

**We** will at **our** option, replace, or pay the cost of replacing the **bicycle** with a similar article of like kind, functionality, and quality. **We** may use specialist suppliers for replacement chosen by **us**, or request **you** to obtain quotations on **our** behalf.

## What is Not Covered

1. **Theft** from the **insured location** unless involving **forcible and/or violent entry** and **you** have complied with the security requirements set out in **your policy**. (This does not apply to any communal hallway or outbuilding within the building in which **you** reside).
2. **Theft** when the **bicycle** 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.
3. **Theft** from any building other than the **insured location** unless specified in an **endorsement**.
4. **Theft** when from an **unoccupied insured location**.
5. **Theft** when **your bicycle** is secured by a lock which is only approved for use with a **bicycle** with a lower **value** than **your bicycle**.
6. Anything contained in the General Exclusions of this **policy**.

## 1.2 Theft of Your Bicycle when Away from the Insured Location

### What is Covered

Within the **territorial limits** we will at **our** option, replace, or pay the cost of replacing the **bicycle**, with a similar article of like kind, functionality, and quality. **We** may use specialist suppliers for replacement chosen by **us**, or request **you** to obtain quotations on **our** behalf.

### What is Not Covered

1. **Theft** by a person or persons to whom the **bicycle** is entrusted.
2. **Theft** when the **bicycle** 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.
3. Theft or malicious damage following **abandonment**.
4. When loaned or hired out by **you** to any other person, other than a member of **your family** if **you** have paid the required additional **premium** and the cover is shown on **your insurance schedule**.
5. **Theft** when **your bicycle** is secured by a lock which is only approved for use with a **bicycle** with a lower **value** than **your bicycle**.
6. **Theft** unless **you** have complied with the security requirements set out in **your policy**.
7. Anything contained in the General Exclusions of this **policy**.

## 1.3 Theft of Your Bicycle when from a Vehicle

### What is Covered

Within the **territorial limits** we will at **our** option, replace, or pay the cost of replacing the **bicycle**, with a similar article of like kind, functionality, and quality. **We** may use specialist suppliers for replacement chosen by **us**, or request that **you** obtain quotations on **our** behalf.

### What is Not Covered

#### Theft of Your Bicycle from within a Vehicle

1. When access to the vehicle has not been made by **forcible and/or violent entry**.
2. **Theft** unless **you** have complied with the security requirements set out in **your policy**.
3. When loaned or hired out by **you** to any other person, other than a member of **your family** if **you** have paid the required additional **premium** and the cover is shown on **your insurance schedule**.
4. Anything contained in the General Exclusions of this **policy**.

#### Theft of Your Bicycle when fitted on a Vehicle.

1. **Theft** when **your bicycle** is secured by a lock which is only approved for use with a **bicycle** with a lower **value** than **your bicycle**.
2. **Theft** when the **bicycle** is locked to a fixed roof rack or bike rack by an **approved lock** unless the key and 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 the claim.

3. When loaned or hired out by **you** to any other person, other than a member of **your family** if **you** have paid the required additional **premium** and the cover is shown on **your insurance schedule**.
4. **Theft** unless **you** have complied with the security requirements set out in **your policy**.
5. Anything contained in the General Exclusions of this **policy**.

## 1.4 Accidental Damage to Your Bicycle

### What is Covered

Within the **territorial limits** 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 **bicycle** with a similar article of like kind, functionality and quality. Where the **bicycle** is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **bicycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**, or request that **you** obtain quotations on **our** behalf.

### What is Not Covered

1. When **accidental damage** is sustained in transit when handed to a recognised transport provider, unless the **bicycle** is securely packaged and a receipt obtained.
2. Any **accidental damage** when the **bicycle** is left in a location, other than the **insured location**, for more than 48 hours at any one time.
3. When loaned or hired out by **you** to any other person, other than a member of **your family** if **you** have paid the required additional **premium** and the cover is shown on **your insurance schedule**.
4. Anything contained in the General Exclusions of this **policy**.

## 1.5 Personal Accident

### What is Covered

Within the **territorial limits** we will pay the amount shown below if at any time whilst **you** or any specified individual member of **your family** named on **your insurance schedule** are using a **bicycle**, 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 in total are:

- Loss of limb £5,000.
- Loss of sight £5,000.
- Permanent total disablement £20,000.
- Death £20,000.

In addition **we** will pay **you** a monthly benefit of up to £500 for each full calendar month **you** are unable to work following **bodily injury** as the result of a **bicycle accident**, to a maximum of £2,500.

Benefit under this section shall be payable to **you** or **your** nominees.

### What is Not Covered

1. Personal accident benefits when **you** are aged under 16 or over 65.
2. 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.
3. When directly or indirectly resulting from stress, trauma or psychiatric illness.
4. Any benefit when **your** death, injury or loss does not occur within 180 days of the **accident**.
5. Any benefit when an **expert medical practitioner** cannot prove to **us** that the **permanent total disablement** has continued from the date of the **accident** and in all probability will continue for the remainder of **your** life.
6. Any monthly benefit which is not supported by confirmation from **your** doctor that the injuries **you** have suffered prevent **you** from working.
7. Monthly benefits which are more than 70% of **your** average monthly wage for **permanent total disablement**.
8. Any benefit above a maximum limit of £22,500.
9. Any **accident** resulting in a medical condition not involving the use of a **bicycle**.

10. Any exacerbation of a **pre-existing** medical condition which existed prior to the **policy** start date.
11. Any **accident** involving the use of a **bicycle** outside the **territorial limits**.
12. The most **we** will pay in total for all benefits if **you** and/or any specified individual member(s) of **your family** are injured in any one event is £100,000.
13. Anything contained in the General Exclusions of this **policy**.

## 1.6 Public Liability

### What is Covered

Within the **territorial limits** **we** will, in respect of the amount shown on **your insurance schedule**, pay the costs for which **you** and any **family** member named on **your insurance schedule** become legally liable for, following accidental **bodily injury**, death, disease or **accidental damage** to any person or **accidental damage** to third party property which arises from **your** and any **family** member's use of or ownership of a **bicycle** providing **you** and any **family** member are a resident of the **United Kingdom**. The total amount payable includes reasonable defence costs and expenses incurred by **you** and any **family** member with **our** written consent in connection with any liability insured under this certificate of insurance.

### What is Not Covered

1. Liability arising from loss or damage to property which belongs to **you** and any **family** member or is in **your** or any **family** member's care, custody or control.
2. Where **you** and any **family** member are entitled to indemnity from another source.
3. When punitive, exemplary or aggravated damages are awarded against **you** or any **family** member.
4. Indemnity under this section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, or resulting from or in connection with any **act of terrorism**.
5. Any liability for **bodily injury**, loss or damage;
  - a. to **you**, **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. Any liability not involving the use of a **bicycle**.
7. Any liability arising out of the use of a **bicycle** outside the **territorial limits**.
8. Anything contained in the General Exclusions of this **policy**.

## 1.7 Replacement Bicycle Hire

### What is Covered

Within the **territorial limits** **we** will pay up to 10% of the **sum insured** for the hire of an alternative **bicycle** from a recognised reputable **bicycle** dealer or **bicycle** hire shop whilst awaiting repair or replacement of **your bicycle** when the subject of an approved claim.

### What is Not Covered

1. Where **our** prior authority has not been obtained and the costs of hire have not been agreed with **us**.
2. Where the costs of hire are greater than a normal charge through a recognised supplier.
3. Where the costs exceed more than £500 during any one **period of insurance**.
4. Where the costs are in **excess** of the **bicycle value** or repair costs.
5. Where evidence of expenditure cannot be provided.
6. Where costs are incurred by anyone other than **you**.
7. Anything contained in the General Exclusions of this **policy**.

## 1.8 Accessories Pack

This section only applies if the required additional **premium** for **accessories** has been paid and the cover is shown on **your insurance schedule**.

### What is Covered

Within the **territorial limits** **we** will include cover for **theft**, **accidental loss** and **accidental damage** for

**accessories** up to the limit shown on **your insurance schedule**.

**Theft of accessories** whilst away from the **insured location**, applies only when in the policyholder's possession or when the **accessories**, attached to the insured **bicycle** using a security fixing or mounting, are removed from the insured **bicycle** using **forcible and/or violent means**. **Accessories** not attached to the insured **bicycle** and left **unattended** may be covered subject to exclusions.

### What is Not Covered

1. Cover when the **accessories** are left **unattended**, unless secured out of sight in a locked storage location including a locked room, locked cupboard, locked drawer or locked luggage compartment.
2. Any item not specifically listed in the **accessories** definition.
3. **Theft** from the **insured location** unless involving **forcible and/or violent entry** and **you** have complied with the security requirements set out in **your policy**.
4. **Theft** when from an **unoccupied insured location**.
5. **Theft** by a person or persons to whom the **bicycle accessories** are entrusted.
6. **Theft** by the seller or delivery agent, or any other failure to deliver any **accessories** purchased by the insured either online, by telephone, from a catalogue, from ebay or by any other form of distance selling or purchase.
7. Accidental loss when loaned or hired out by **you** to any other person, other than a member of **your family** if **you** have paid the required additional **premium** and the cover is shown on **your insurance schedule**.
8. Any unexplained loss or disappearance of **your bicycle accessories**.
9. Failure to use or maintain the **accessories** in accordance with the manufacturer's instructions.
10. Anything contained in the General Exclusions of this **policy**.

## 1.9 Bicycle Rescue Cover

**Your** Bicycle Rescue insurance is provided by Call Assist. Call Assist is the largest truly independent Breakdown provider in the UK, **you** can therefore be assured **you** are in safe hands. **We** provide a 24 hour, 365 day a year service through **our** network of **recovery operators** throughout the UK and Europe.

### Service Provider and Insurer

This service is provided by Call Assist Limited. Registered in England and Wales. Registered Company Number: 3668383. Registered office address: Axis Court, North Station Road, Colchester, Essex CO1 1UX.

Call Assist Ltd, Firm Reference Number 304838 is authorised and regulated by the Financial Conduct Authority.

### What to do if You Breakdown

If **your bicycle** breaks down please call **our** 24 hour Control Centre on: 01206 812764

Please have the following information ready to provide to **our** rescue co-ordinator:

- **Your** return telephone number
- **Your policy** number
- The precise location of **your bicycle** (or as accurate as **you** are able in the circumstances).

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, **policy** number, and **policy** postcode to 07537 404890.

**We** will take **your** details and ask **you** to remain by the telephone **you** are calling from. Once **we** have made all the arrangements **we** will contact **you** to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **your bicycle**.

### Your Cover

If **your bicycle** suffers an **insured event**, which occurs more than one mile from **your home address**, service will be provided. **We** will provide cover as detailed below for any **insured event** in accordance with the **policy** wording. Cover will apply during the **period of insurance** and within the **United Kingdom**.

# Cycle Rescue – UK

## Roadside Recovery

Providing **you** are in possession of a valid **policy** reference number or photographic identification, **we** will send help if **you** are unable to complete the **bicycle** portion of **your** journey as a result of an accident, vandalism, irreparable breakdown to **your bicycle** or injury sustained by **you** (a medical certificate may be required). **We** will arrange and pay for **you** and **your bicycle** (if appropriate) to be transported at **our** discretion to:

- The nearest suitable **bicycle** repair shop; or
- The nearest appropriate railway station; or
- The nearest car rental agency; or
- The nearest overnight accommodation; or
- **Your home address**, if closer.

## Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

## General Notes

### Uninsured Service

**We** can provide assistance for faults that are not covered under this insurance **policy**. All costs (including an administration fee) must be paid for immediately by credit or debit card.

### Measurements

All distances referred to will be calculated using the driving distance via public highway.

### Repairs

Any repairs undertaken by a **bicycle** repair shop are provided under a separate contract, which is between **you** and the **bicycle** repair shop. If the cost of repairs to **your bicycle** are covered under a separate insurance policy, **we** advise **you** contact the insurer of that policy before authorising repairs to **your bicycle**.

### Exclusions

Applying to all sections unless otherwise stated.

This insurance does not cover the following: -

1. Any **insured event** occurring outside the **period of insurance**.
2. Any **insured event** within a mile, by public highway from **your home address**.
3. Any **insured event** where the **bicycle** is being used for a use not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the **bicycle** on unsuitable terrain.
4. Incidents where the **bicycle** 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. Incidents while the **bicycle** is being used for racing, trials, speed or endurance tests or in a similar environment, or when practicing for those activities on the track or off road.
6. Any damage to **your bicycle** or its **accessories** 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 bicycle** from a repairer or for any time that has to be taken off work because of an **insured event**. Fines or penalties imposed by courts.
7. Callout charges the police may charge.
8. Ferry and toll charges.
9. The cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
10. Any costs other than recovery to one of the destinations detailed above.
11. The charges of any company or person other than the **recovery operator** called out by **us**.
12. Incidents where **our** control centre has not been notified promptly of the incident prior to expenses



- being incurred.
13. Incidents where charges incurred have not been settled promptly by **you** before requesting reimbursement.
  14. Any charges arising from **your** failure to comply with the requests of **us** or the **recovery operator** concerning the assistance being provided to **you**.
  15. Any charges where, having contacted **us**, **you** effect recovery or repair by other means.
  16. Medical and other expenses arising out of injury sustained by **you**.
  17. More than 3 claims per annum.
  18. Claims in excess of £1,500 per **policy**.

## General Conditions

Applying to all sections

1. The rider of the **bicycle** must remain with or nearby the **bicycle** until help arrives.
2. If a callout is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a callout from **your policy**. **We** recommend **you** wait for assistance to ensure the **bicycle** is functioning correctly. If **you** do not wait for assistance and the **bicycle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent callouts.
3. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
4. **We** have the right to refuse to provide the service if **you** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our** rescue co-ordinators or the **recovery operator**.
5. **Bicycles** must be located within the **United Kingdom** when cover is purchased and commences.
6. In the event **you** use the service and the fault is subsequently found not to be covered by the **policy** **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
7. **We** may decline service if **you** have an outstanding debt with **us**.
8. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any other insurance **policy** for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
9. **We** reserve the right to transport **your** immobilised **bicycle** in accordance with and subject to any legislation, which affects drivers' working hours.
10. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
11. The **policy** is not transferable.
12. **We** will provide cover if:
  - a) **You** have met all the terms and conditions within this insurance.
  - b) The information provided to **us**, as far as **you** are aware, is correct.

## Section 2 – Security Requirements

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### 2.1 Security Requirements at the Insured Location

**Accidental damage** or **theft** of the property insured whilst at the **insured location** shall only be covered in circumstances where the **bicycle** is:

- a. In a house, flat, or room in a communal residence where the **bicycle** is kept inside and any security devices are in operation.
- b. In a private garage or privately accessed 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 5 lever padlock, or
  - ii. The **bicycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building.
- c. In a communal hallway or communal outbuilding where the **bicycle** is secured through the frame by an **approved lock** to an **immovable object** within that building.

## 2.2 Security Requirements where the Bicycle is Away from the Insured Location

**Accidental damage** or **theft** of the **bicycle** whilst away from the **insured location** shall only be covered in circumstances where:

- a. The **bicycle** is not left **unattended**; unless secured to an **immovable object** by an **approved lock** through the frame, and
- b. Any access to the **bicycle** is effected by **forcible and/or violent Entry**.

## 2.3 Security Requirements for Vehicles where the Bicycle is in or on a Vehicle

**Theft** whilst the **bicycle** 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. Any security devices installed in the vehicle are in operation.
- c. The **bicycle** is stored out of sight, or is secured through the frame by an **approved lock** to the roof or bike rack attached to the vehicle.

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

## Section 3 - General Exclusions Under this Policy

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1. **We** will not pay any claim and all cover under the **policy** may end from the date **you** (or anyone acting for **you**):
  - Make a false or exaggerated claim; or
  - Attempt to support **your** claim with forged or fraudulent documents or evidence; or
  - Deliberately cause the loss or damage.
2. This **policy** does not cover any loss or damage caused by:
  - Ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
  - Radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
3. Any liability in excess of the **sum insured**, or **value**, whichever is the lesser.
4. Any claim where **evidence of ownership** of the property insured has not been provided.
5. Any additional claims costs resulting from supply of a **bicycle** or **accessories** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
6. Any **bicycle** valued over £15,000 unless **we** have agreed cover, specified any applicable **endorsements** and the cover is shown on **your insurance schedule**.
7. Any claim arising out of cycling as **your** occupation or profession.
8. The **excess** as shown on **your insurance schedule**.
9. When using the **bicycle** for hire, reward, courier services or the carriage of paying passengers.
10. **Bicycles** being used for any form of racing such as pace-making/time trials or testing of any kind both at practice level or competitively.
11. Wear and Tear, corrosion, rust, change in temperature, dampness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction, marring, scratching, denting or any cosmetic change which does not impair the function or performance of the **bicycle**.
12. Any claim amount for third party property, that is lent or hired to **you** from any source, above 10% of the **sum insured** or £500 – whichever is the higher. This does not apply to any replacement **bicycle** **you** may arrange under the 'Replacement Bicycle Hire' section of **your policy**, as long as this has been agreed by **us**.
13. Mechanical, electronic or electrical breakdown and/or derangement unless fire ensues immediately.
14. Faulty or defective design, materials or workmanship or latent defect and defects in operation.



## Section 4 - Conditions that Apply to this Policy

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### 1 Cancelling Your Cover

If this **policy** does not meet **your** needs, **you** have 14 days from the date **you** received **your policy** documents or from the purchase date, whichever is later, to cancel the **policy** and get a full refund. To cancel **your policy** within this 14-day period, please contact the **agent** who sold **you your policy**.

If **you** wish to cancel **your policy** after this 14-day period, please contact the **agent** who sold **you your policy**. The **agent** will provide **you** with a refund that is calculated on the basis of a refund proportionate to the unexpired term of the **policy** provided **you** have not had a successful claim.

Any instructions to cancel must be provided in writing and the refund will be calculated from the date of receipt of **your** written request to cancel. (**We** will not give **you** a refund if **you** have successfully claimed under **your policy**).

### The Insurers' Cancellation Rights

**We** reserve the right to cancel this **policy** by giving **you** seven days' notice in writing, which **we** will send by recorded delivery to the most recent address **we** have for **you**. Examples of when **we** might do this includes **you** not paying a **premium** instalment when due or **us** discovering that **you** are no longer eligible for cover.

**We** reserve the right to cancel this **policy** immediately if **you** commit fraud.

### 2 Telling Us About Changes in Your Circumstances

Please tell **us** immediately about any changes which may affect **your** cover. If **you** fail to do so, **your policy** may not be valid and **we** may not pay **your** claim.

For example, **you** must tell **us** if:

- **You** move house or change the place **you** keep **your bicycle**;
- **Your** name changes (for example, by marriage);

This is not a full list. If **you** are not sure whether **you** need to tell **us** about a change in circumstances, please contact the **agent** who sold **you your policy**.

### 3 Your Duty

All the information **you** give to **us** must be complete and correct to the best of **your** knowledge.

If **we** discover that **you** (or someone acting for **you**) deliberately gave **us** incomplete or false information, all cover under this **policy** will end. **We** may treat the **policy** as though it never existed and **we** will not pay **your** claim.

**We** may also recover any money **we** may have paid under this **policy**.

### 4 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this **policy**. This will not affect any rights other people or organisations have under other laws.

### 5 General

**We** will only provide the cover set out in this **policy** if **you** keep to all the terms and conditions of the **policy**.

No alterations, variations, or relaxation of any of the terms of this contract can be made except in writing by one or more of **our** authorised officials.

### 6 Other Insurance

If **you** are covered by any other policy for any claim covered under this **policy**, **we** will pay only **our** share of the claim (unless **we** say otherwise in this **policy**).

## 7 Paying Your Premium

If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due.

## 8 Your Personal Information

**We** (defined in the policy wording as Choose Your Insurance) collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security.

**We** will only share **your** information in the following circumstances:

- It is with the underwriter of this policy
- It is with the agents which sold this policy
- It is allowed by law
- It has been authorised by **you**
- It is provided to recovery operators, claims administrators and investigators, credit reference agencies, anti-fraud databases, solicitors, public and regulatory bodies or other suppliers as required to fulfil our obligations in this policy wording. **Your** information will be limited to the minimum information ordinarily required.

**We** will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

**You** have the right to ask for a copy of any personal information **we** hold about **you**. **You** also have the right to ask **us** to correct mistakes, change the way **we** use **your** information, or even delete it. **We** will either do what **you** have asked, or explain why **we** are unable to do so – usually because of a legal or regulatory reason.

In most cases, **we** only keep **your** information for as long as the regulations say **we** have to. **We** typically keep policy and claims records for up to 8 years from the end of **our** relationship with **you**.

Enquiries in relation to data held by Jackson Lee Underwriting or for a full copy of our privacy policy please contact: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: [info@jlundertwriting.co.uk](mailto:info@jlundertwriting.co.uk)

For more information please contact Jackson Lee Underwriting for a copy of our full Privacy Policy.

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk](http://www.ageas.co.uk) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your** insurance adviser will have their own uses for **your** personal data please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

## Collecting your information

**We** collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an

automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

### Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfill a request **we** will always let **you** know **our** reasons.

To make a claim, phone the claims line on 0330 111 0251.  
It is important that **you** only use this number to claim.

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