



# FROM THE GUN TO THE FLAG

Our **Ultimate Bicycle Insurance** has been designed for cyclists who compete regularly in the UK and abroad in crits, triathlons or mountain bike races. We understand how important it is to keep you in race shape.

**YellowJersey**

[yellowjersey.co.uk](http://yellowjersey.co.uk)

# WELCOME TO YOUR YELLOW JERSEY ULTIMATE BICYCLE INSURANCE POLICY WORDING

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

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

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

# DEFINITIONS

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

**Abandonment, Abandoned** - when a **pedal cycle** is left in a location other than the **insured location** for more than 12 consecutive hours or a transition area awaiting use during an organised competitive triathlon or cycling event for more than 48 hours

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

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

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

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

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

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

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

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

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

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

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

**Forcible and Violent Entry** –

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

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

**Immovable Object** -

- An object which cannot be undone or removed unless using extreme force.
- A properly fixed motor vehicle **pedal cycle** rack which is locked to the vehicle.
- A **pedal cycle** rack supplied expressly for the purpose of securing **pedal cycles** which cannot be undone or removed unless using extreme force, including those found at rail stations, city centres and places of work.

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

- A house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- An outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi layered roof, which is attached to or within the boundaries of a private house and is privately accessed.
- A privately accessed wooden shed which is securely locked at all times, within the boundaries of the property in which you normally reside.
- A self-contained flat within a brick, concrete or stone building with a slate, tiled or multi layered roof.
- A self-contained lockable private room in either your normal place of work or the halls of residence of a university in which you normally reside.
- A communal room or hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which you normally reside or is your normal place of work.
- A communal outbuilding built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi-layered roof within the boundaries of the building in which you normally reside, including but not limited to underground car parks.
- Cover is extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 120 days at any one time during the period of

insurance, providing your section of the temporary residence is self-contained and lockable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 1: THEFT, MALICIOUS DAMAGE AND ACCIDENTAL DAMAGE

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

#### What is Covered

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

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



#### What is not Covered

1. The first 10% of any claim up to a maximum of £100
2. Theft or **Malicious Damage** from the **insured location** unless involving **forcible and violent entry** and **you** have complied with Security Requirement 1
3. Theft or **Malicious Damage** when the **pedal cycle** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the **approved**

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

#### What is Covered

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

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

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

#### What is Covered

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

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

## 4. Accidental damage

#### What is Covered

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

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

**lock** demonstrating the make and model, or the remains of the **approved lock** are provided in support of any claim

4. Theft or **Malicious Damage** from an **unoccupied insured location**.
5. Unexplained Theft or **Malicious Damage**
6. Theft of any **accessories, helmets and/or clothing** from the **insured location** as described in f) communal hallway and g) communal outbuilding, unless the **pedal cycle** itself is stolen at the same time
7. Theft or **Malicious Damage** when **your pedal cycle** is secured by a lock which is only approved for use with a **pedal cycle** with a lower value than **your pedal cycle**

#### What is not Covered

1. The first 10% of any claim up to a maximum of £100
2. Theft or **Malicious Damage** unless **you** have complied with Security Requirement 2.
3. Theft or **Malicious Damage** when the **pedal cycle** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the **approved lock** demonstrating the make and model, or the remains of the **approved lock** are provided in support of any claim.
4. Theft or **Malicious Damage** following **abandonment**.
5. Theft or **Malicious Damage** by a person or persons to whom the **pedal cycle** is entrusted.
6. Theft or **Malicious Damage** when loaned or hired out by **you** to any person, other than a member of **your family**
7. Theft or **Malicious Damage** when using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
8. Unexplained Theft or **Malicious Damage**.
9. Any **accessories, helmets and/or clothing**, unless the **pedal cycle** itself is stolen or damaged at the same time other than a wetsuit or helmet which is stolen from the transition area of an organised competitive triathlon event in which you are participating.
10. Theft of **pedal cycle** wheels and or power meter devices unless stolen at the same time as the entire **pedal cycle**.
11. Theft or **Malicious Damage** when **your pedal cycle** is secured by a lock which is only approved for use with a **pedal cycle** with a lower value than **your pedal cycle**

#### What is not Covered

1. The first 10% of any claim up to a maximum of £100
2. Theft or **Malicious Damage** when you have not complied with Security Requirement 3.
3. When access to the vehicle has not been made by forcible and violent entry
4. Theft or **Malicious Damage** when loaned or hired out by **you** to any person, other than a member of **your family**
5. Unexplained Theft or **Malicious Damage**.
6. Theft or **Malicious Damage** when the **pedal cycle** is secured by a lock which is only approved for use with a cycle with a lower value than the **pedal cycle**.

#### What is not Covered

1. The first 10% of any claim up to a maximum of £100
2. When accidental damage is sustained in transit when handed to a recognised transport provider, unless securely packaged and a receipt obtained.
3. Accidental damage when loaned or hired out by you to any other person, other than a member of your family
4. Any accidental damage following abandonment.
5. Any accidental damage claims for marring, scratching, denting or cosmetic changes.
6. Any accidental damage claims for a pedal cycle frame unless there are visible signs of structural damage.
7. 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.
8. Mechanical or electrical breakdown or defect or electronic malfunction.
9. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
10. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
11. When using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
12. Any **accessories, helmets and/or clothing**, unless the **pedal cycle** itself is damaged at the same time

# SECURITY REQUIREMENTS APPLICABLE TO SECTION 1

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

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

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

## 1. SECURITY REQUIREMENTS AT THE INSURED LOCATION

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

- a) At an **insured location**; as described in a) house, d) flat e) room in a communal area and h) temporary residence such as a holiday cottage/home, guesthouse, hotel or like, where the **pedal cycle** is kept inside. The pedal cycle DOES NOT need to be secured through the frame by an **approved lock** to an immovable object, however any home security devices must be in operation and all final exit doors and accessible windows must be locked.
- b) At an **insured location** as described in b) private garage and c) privately accessed wooden shed and **you** have complied with the following security requirements:
  - i. all external doors must be secured by a minimum of a 5-lever mortice deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock, or
  - ii. the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building
  - iii. At an **insured location** as described in f) communal room or hallway and g) communal outbuilding the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building

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

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

- a) The **pedal cycle** is not left **unattended**; or
- b) The **pedal cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the frame and

- c) Any access to the **pedal cycle** is affected by **forcible and violent entry**
- d) The **pedal cycle** is not **abandoned**

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

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

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;
  - b) Access to the **pedal cycle** and/or **accessories** must have been affected by **forcible and violent entry**;
  - c) Any security devices installed in the vehicle are in operation; and
  - d) The **pedal cycle** is stored out of sight, (wherever possible)
  - e) The **pedal cycle** is secured to a roof or bike rack using the key operated locking mechanism of the rack and where the rack is secured to the vehicle and left for no longer than 1 hour
  - f) The **pedal cycle** is secured to a roof or bike rack through the frame to the rack by an **approved lock** and where the rack is secured to the vehicle and left for no longer 12 consecutive hours
  - g) Any vehicle used must have: -
    - i. valid motor insurance;
    - ii. a valid MOT certificate where applicable;
    - iii. current road tax where applicable; and
- IV.** all windows and locks that are capable of rendering the vehicle secure.

## SECTION 2: REPLACEMENT PEDAL CYCLE HIRE

### What is Covered

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

### What is not Covered

1. When the costs of hire have not been agreed with us.
2. Where our prior authority has not been obtained
3. Where the costs of hire are greater than a normal charge through a recognised supplier.
4. Where the costs are in excess of the **pedal cycle** value
5. Where evidence of expenditure cannot be provided.
6. Where costs are incurred by anyone other than you.
7. Any hire costs outside of the period you are without your pedal cycle

## SECTION 3: PERSONAL ACCIDENT

### What is Covered

We will pay the amount shown below if at any time whilst you or any individual member of your family are using a **pedal cycle** within the territorial limits, suffer bodily injury following an **accident**.

The amounts we will pay under this section are:

- a) Loss of Limb £10,000
- b) Loss of Sight £10,000
- c) Death £10,000
- d) Permanent Total Disablement £25,000
- e) Dental Treatment up to £750
- f) Physiotherapy sessions following **bodily injury** up to £750

Benefits under this section shall be payable to you or your nominees, and shall be limited to a maximum of £25,000 per person

### What is not Covered

1. Any **accident** not involving the use of a **pedal cycle** by **you** or any member of **your family**
2. Anyone under age 16 or over age 85
3. Permanent total disablement benefit for anyone over age 65
4. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity or your own criminal act, or being under the influence of alcohol or drugs;
5. When directly or indirectly resulting from stress, trauma or psychiatric illness
6. Any benefit when your death, injury or loss does not occur within 30 days of the accident
7. **You** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an accident, **bodily injury** or criminal act
8. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery
9. Any benefit when **you** cannot prove to us that the permanent total disablement has continued for 12 months from the date of the accident and in all probability, will continue for the remainder of your life
10. More than one benefit under this section
11. Any pre-existing condition
12. Whilst using the **pedal cycle** for hire, reward, courier services, or the carriage of paying passengers
13. Losses arising from any **pedal cycle** insurance policy which was purchased for a policy term of less than 365 days
14. Any injury arising from your use of a **pedal cycle** to participate in stunts
15. Dental treatment that is purely cosmetic or for aesthetic purposes, e.g.:
  - a. any treatment **you** elect to have, such as crowns, bridges,
  - b. inlays and onlays, which are not clinically necessary
  - c. replacement of silver-coloured fillings with white fillings
  - d. tooth whitening, including bleaching and laser whitening, veneers or
  - e. orthodontic treatment

## SECTION 4: PUBLIC LIABILITY

### What is Covered

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

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

### What is not Covered

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

7. arising out of the ownership, possession, use or occupation of land or buildings
8. 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
9. When using the **pedal cycle** for hire, reward, courier services, or the carriage of paying passengers
10. Anyone being carried not in control of steering the **pedal cycle**
11. Any liability not involving the use of a **pedal cycle**
12. Any liability arising out of the use of a **pedal cycle** outside the **territorial limits**

## SECTION 5: ROADSIDE RECOVERY

What is covered:

If **you** suffer an **accident**, vandalism, or an irreparable breakdown to **your pedal cycle** in the **United Kingdom** and it occurs more than one mile from the **insured location**, we will pay up to £150 for the cost of a taxi to transport **you** and **your pedal cycle** (if appropriate) to:

1. The nearest suitable cycle repair shop or
2. The nearest appropriate railway station or
3. The nearest car rental agency or
4. The nearest overnight accommodation or
5. The **Insured Location**, if closer

What is not covered:

1. Any costs other than the taxi fare to transport **you** and **your pedal cycle** to **your** onward destination
2. Any claim where photographic evidence of the broken **pedal cycle** has not been provided
3. Any incident within a mile, by public highway from the **Insured Location**
4. Any incident where the **pedal cycle** is being used for a use not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the **pedal cycle** on unsuitable terrain.
5. Ferry and toll charges.
6. The cost of parts, components, lubricants or materials, food, drinks, telephone calls, or other incidental expenses.
7. Damage to tyres by road punctures capable of being repaired by cycle emergency kit available to you at the time of the incident.
8. More than three claims in any one period of insurance
9. Claims totaling more than £450 in any one period of insurance
10. When using the **pedal cycle** for hire, reward, courier services or the carriage of paying passengers.
11. Whilst the **pedal cycle** is being used outside of the United Kingdom

## SECTION 6: RACE FEE CANCELLATION COVER

**What is Covered**

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

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

**What is not covered**

1. Pre-Existing Conditions;
2. Intentionally self-inflicted harm, suicide or attempted suicide by **you**;
3. Normal pregnancy, fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy of **you** or **your family** member;
4. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of **you** or **your family** member;
5. Alcohol or substance abuse; or conditions or physical complications related thereto of **you** or **your family** member
6. Any unlawful acts committed by **you** or **your family** members, whether they are insured or not;
7. **You** a) making changes to personal plans or b) having a business or contractual obligation;
8. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as covered herein;
9. Prohibition or regulation by any government;
10. Lost or stolen tickets
11. Any expected or foreseeable events.
12. If **you** give incorrect data or facts
13. If the loss is not submitted to **us** within 30 days from the date of loss, except as otherwise prohibited by law.
14. Losses arising from any **pedal cycle** insurance policy which was purchased for a policy term of less than 365 days.

## EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

**This policy does not cover the following:**

1. Whilst the **pedal cycle** is used otherwise in accordance with all applicable local laws
2. Professional or Semi Professional athletes deriving part or all of their income from activities involving the use of a **pedal cycle** (examples of which but not limited to Cyclist, Triathlete or Duathlete) unless **you** are in receipt of written consent from **us**
3. Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
4. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
5. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
6. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
7. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
8. Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
9. 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.
10. Engaging in any criminal act
11. Any claim where **evidence of ownership** cannot be provided for the **Pedal Cycle** or the **approved lock**

12. Natural disasters
13. Financial Default
14. Epidemic or Pandemic
15. Pollution or threat of pollutant release

## IMPORTANT INFORMATION

### AUTHORITY

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

### Basis of Claim Settlement

We will indemnify **you** under each policy section that is shown on **your schedule**, up to but not exceeding the amount shown. **We** may choose whether to replace, repair or pay for any loss.

**You** must accept that **we** may appoint a specialist to investigate any claim on **our** behalf.

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

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

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

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

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

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

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

## GO TO THE YELLOW JERSEY WEBSITE TO SUBMIT A CLAIM:

<https://www.yellowjersey.co.uk/claims/>

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

Policy number  
Personal details of the policyholder and cyclist  
Details of any other parties or vehicles involved  
Names and addresses for any witnesses  
Full details of what happened

## IF YOU HAVE ANY QUESTIONS CALL OUR CLAIMS LINE MON-FRI BETWEEN 9-5: 0333 003 0600

A team of experienced handlers will manage your claim and provide appropriate professional advice to progress your claim as swiftly as possible with minimum inconvenience to all involved. Remember that it is a condition of your policy to provide all information and assistance we may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or your claim not being paid.

### LEGAL SERVICES

This policy does not include legal expense cover. If you have been involved in an accident where you were injured or your property was damaged but not insured, for example in road traffic accident whilst cycling and you need assistance; you should contact Leigh Day solicitors on 01613933530

### CANCELLATION

#### Your right to change your mind -

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

**Cancellation after the initial 14-day period -** You may cancel this insurance after the 14-day cooling off period by giving **us** notice in writing however no refund of premium will be payable.

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

### COMPLAINTS PROCEDURE

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 Cycle Insurance, Orion House, 854 Brighton Road, Purley Surrey, CR8 2BH, tel: 0333 003 0046 email: [support@yellowjersey.co.uk](mailto:support@yellowjersey.co.uk)
2. CLAIMS Direct Group, Customer Relations, PO Box 1193, DONCASTER, DN1 9PW, tel: 0333 003 0600 email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk). In all correspondence please state the scheme name Yellow Jersey Cycle Insurance.

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

#### DATA PROTECTION NOTICE

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

#### FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS.

**Your** Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

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

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