



# NEVER SEEN ON PUBLIC TRANSPORT

Our Essentials Bicycle Insurance will protect your bike from the essentials. Whether it's theft or damage in an accident. We understand the importance of keeping you on the road.

**YellowJersey**

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



# WELCOME TO YOUR YELLOW JERSEY ESSENTIALS BICYCLE INSURANCE POLICY WORDING

This document is a legally binding contract of Insurance between **you** and **us**. Complete pre-contractual and contractual information about the product is provided in the **schedule** and the statement of facts.

**We** agree to insure **you** under the terms, conditions and exceptions contained in this policy wording, the **schedule**. **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. This insurance is governed by English law.

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 correct or complete **you** may not be covered by this insurance. **You** must tell **us** about changes in the information **you** gave **us** immediately. For a summary of cover please refer to the product summary document.

## IMPORTANT CLAIMS INFORMATION

**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** or the **value** of the **pedal cycle(s) or accessories, helmets and/or clothing** less any excess as indicated under the claims excess section.

**You** must accept that **we** may appoint a specialist, including carbon restoration experts, 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 and obtain a crime reference number.

**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**.

Claims submitted more than 28 days after the incident taking place will not be accepted.

If **you** underinsure **your pedal cycle**, **we** will proportionately reduce any claims settlement (i.e. the insured **value** **you** have chosen is less than the **value** of the **pedal cycle**).

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

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 ACCIDENT - 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 **your** claim is submitted to Yellow Jersey Claims via the on-line client area within 28 days.
- All incidents, no matter how minor they may seem should be reported.

### IF YOU ARE INVOLVED IN AN ACCIDENT WHICH IS NOT YOUR FAULT

- under no circumstances should **you** instruct **your** own lawyer as **our** legal expenses provider will not pay any costs incurred without prior agreement
- Once **your** claim is submitted, if an advisor believes the accident is not **your** fault, **we** will arrange a legal expert to contact **you** who will help claim back uninsured losses and including claiming compensation for any injuries
- ensure no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

### GO TO THE YELLOW JERSEY WEBSITE TO SUBMIT A CLAIM: <https://www.yellowjersey.co.uk/claims/>

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.

## CANCELLATION

**Cancellation within the initial 14-day period** - **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. **We** will not refund any premium if **you** have made a claim.

**Cancellation after the initial 14-day period** – whilst **you** may cancel this insurance after the 14-day cooling off period 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, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: [support@YellowJersey.co.uk](mailto:support@YellowJersey.co.uk).
2. CLAIMS - Davies Group Customer Care, PO Box 2801, Stoke-on-Trent, ST4 9DN | Tel: 0344 856 2015 | Email: [customer.care@davies-group.co.uk](mailto:customer.care@davies-group.co.uk). In all correspondence please state the scheme name Yellow Jersey.
3. LEGAL EXPENSES (SECTION 7) - Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN | TEL: 0117 917 1561 | EMAIL [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

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.

## COVER SUMMARY

This section is intended to provide a summary of the main coverage and exclusions of the essentials bicycle insurance policy and is not personalised to **your** specific individual needs. **You** should refer to the main sections of the policy wording, **your** statement of fact and **schedule** for complete pre-contractual and contractual information.

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

Section	Cover	Excess	Significant Exclusions
Pedal cycles	are covered for theft, malicious damage & accidental damage, as disclosed on the schedule <u>only</u> , up to a maximum total sum insured of £10,000 with a maximum sum per pedal cycle of £1,500.	per claim is 10% capped at £100.	Theft or malicious damage of wheels and/or power meter devices when away from the insured location unless the pedal cycle itself is stolen or damaged. Cover in race events, sportives and charity events.
Pedal cycle accessories	are covered up to £250 as standard and then as disclosed on the schedule. The value of accessories and pedal cycles cannot exceed a total of £10,000.	per claim is 10% capped at £100.	Accidental damage to accessories unless the pedal cycle is damaged at the same time. Bike boxes. Theft or malicious damage of accessories when away from the insured location unless the pedal cycle is stolen or damaged Cover in race events, sportives and charity events.
Helmet and clothing	is an optional cover of £250, £500, £1,000, £1,500 or £2,000 and covers any specialist triathlon or cycling articles of clothing including wetsuits, eyewear, footwear or headgear.	per claim is 10% capped at £100.	Any damage to helmet and clothing unless the pedal cycle itself is damaged at the same time. Cover in race events, sportives and charity events.
Public liability	up to £2,000,000 whilst riding any pedal cycle listed in your schedule	Nil	Family members under age 16 or over age 85. Cover in race events, sportives and charity events. Liability arising whilst riding any pedal cycle not listed in your schedule.
Family cover	covers your pedal cycle(s) when loaned to family members.	n/a	
Personal accident	up to the amounts below subject to conditions outlined in the policy wording: Loss of Limb £5,000. Loss of Sight £5,000. Death £10,000. Permanent Total Disablement £10,000. Dental Treatment up to £250. Physiotherapy up to £250.	Nil	Family members under 16 and over 85. Losses arising from policies purchased for less than 365 days. Any pre-existing condition. Cover in race events, sportives and charity events. Only one section of cover can be claimed on.
Legal expenses	are covered up to £100,000 per claim.	Nil	Injuries that develop gradually or that do not arise from physical injury.

## WHERE AM I COVERED?

This insurance covers **you** in the **UK** for all risks, which means all sections of cover under this policy are extended to include claims occurring anywhere the **UK**.

# 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.

**Accident / accidental** - 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 the **pedal cycle** disclosed on the **schedule** which are not essential to its operation including but not limited to, saddle bags, bike computers, bottle cages, bottles.

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

**Appointed Advisor** - the solicitor or other advisor appointed by ARAG to act on behalf of **you**.

**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 rated as 'Sold Secure Silver'.

**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**.

**Collective Conditional Fee Agreement** - a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of 100% "no-win no-fee".

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

**Common Carrier** - 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.

**Conditional Fee Agreement** - a legally enforceable agreement entered into between **you** and **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

**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** –

- a) entry evidenced by visible damage to the fabric of the building at the point of entry
- b) 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** -

- a) An object which cannot be undone or removed unless using extreme force.
- b) An object from which the **pedal cycle** cannot be lifted, either over or under, without having broken the **approved lock**.
- c) A properly fixed motor vehicle **pedal cycle** rack which is locked to the vehicle.
- d) 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) A house built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof.
- b) 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.
- c) A privately accessed shed which is securely locked at all times, within the boundaries of the property in which **you** normally reside.
- d) A **self-contained** flat within a brick, concrete or stone building with a slate, tiled or multi layered roof.
- e) 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.
- f) 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.
- g) 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.
- h) Cover is 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, providing **your** section of the temporary residence is **self-contained** and lockable.

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

**Legal Costs & Expenses** -

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
- b) Other side's costs and disbursements where **you** have been ordered to pay them or pay them with **our** agreement.

**Loss of Limb(s)** - physical severance or complete and irrecoverable loss of use of one or both hands at or above the wrist or of one or both feet at or above the ankle.

**Loss of Sight** - complete and irrecoverable **loss of sight** in both eyes.

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

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

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

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

**Race Events** – organised competitive **pedal cycle** racing events or amateur competition, including but not limited to; crits, triathlons, MTB races, CX races

**Reasonable Prospects of Success** - a greater than 50% chance of **you** successfully pursuing the claim and of enforcing any judgment that might be obtained.

**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.

**Small Claims Court** - a court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000.

**Sportives / Charity Events** – non-competitive organised **pedal cycle** events other than **race events**

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

**Territorial Limits** – **United Kingdom** only.

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

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

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

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

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

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

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

**We/Us/Our** - the insurers named in the **schedule** of insurance. For sections 1-3, this refers to Yellow Jersey on behalf Tradewise Insurance Services Ltd. Section 4 refers to ARAG plc on behalf of AmTrust Europe Limited.

**You/Your** - the **Insured person** named on the **schedule** or a member of **your** family 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 and 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** when a **pedal cycle** is permanently stored outside and not inside **insured location c)** or **g)**.
3. Theft or **malicious damage** when a **pedal cycle** is stored outside, on the public highway, in third party storage.
4. **A bike box**.
5. Theft or **malicious damage** from the **Insured location** unless involving **forcible and violent entry** and **you** have complied with Security Requirement 1.
6. 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.
7. Theft or **malicious damage** from an **unoccupied Insured location**.
8. Unexplained theft or **malicious damage**.
9. 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.
10. 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**.

## 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 and 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. Cover at **race events, sportives and charity events**.
3. Theft or **malicious damage** from a vehicle.
4. **A bike box**.
5. Theft or **malicious damage** which is sustained in transit arranged by a **common carrier**.
6. Theft or **malicious damage** unless **you** have complied with Security Requirement 2.
7. 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.
8. Theft or **malicious damage** following **abandonment**.
9. Theft or **malicious damage** by a person or persons to whom the **pedal cycle** is entrusted.
10. Theft or **malicious damage** when loaned or hired out by **you** to any person, other than a member of **your family**.
11. Unexplained theft or **malicious damage**.
12. Any **malicious damage** claims for marring, scratching, denting or cosmetic changes.
13. Any **accessories, helmets and/or clothing**, unless the **pedal cycle** itself is stolen or damaged at the same time.
14. Theft of **pedal cycle** wheels and or power meter devices unless stolen at the same time as the entire **pedal cycle**.
15. 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**.

## 3. 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 and 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. **Accidental** damage sustained when being used in a **race events, sportives and charity events** is excluded.
3. **A bike box**.
4. When **accidental** damage is sustained in transit arranged by a **common carrier**.
5. **accidental** damage when loaned or hired out by **you** to any other person, other than a member of **your family**.
6. Any **accidental** damage following **abandonment**.
7. Any **accidental** damage claims for marring, scratching, denting or cosmetic changes.
8. Any **accidental** damage claims for a **pedal cycle** frame unless there are visible signs of structural damage.
9. 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.
10. Mechanical or electrical breakdown or defect or electronic malfunction.
11. Failure to use or maintain the **pedal cycle** in accordance with the manufacturer's instructions.
12. Faulty or defective design, materials or workmanship or latent defect and defects in operation.
13. 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 be a 'Sold Secure' silver-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:

- At an **insured location**; as described in a), d), e) and h), 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.
- At an **insured location** as described in b) and c) **you** have complied with the following security requirements:
  - 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
  - the **pedal cycle** must be secured through the frame by an **approved lock** to an **immovable object** within the building.
- At an **insured location** as described in f) and g) 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:

- The **pedal cycle** is not left **unattended**; or
- The **pedal cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the frame and any access to the **pedal cycle** is affected by **forcible and violent entry**.
- The **pedal cycle** is not **abandoned**.

# SECTION 2: PERSONAL ACCIDENT

## What is Covered

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

The amounts we will pay under this section are:

- Loss of Limb** £5,000.
- Loss of Sight** £5,000.
- Death £5,000.
- Permanent Total Disablement** £10,000.
- Dental Treatment – we will pay **you** up to £250 for the costs and expenses that are reasonably and necessarily incurred for the repair of **your** natural teeth arising from an **accident**.
- Physiotherapy sessions – if **you** sustain a **bodily injury** within the **period of insurance**, we will pay **you** the costs and expenses up to £250 of physiotherapy fees that are reasonably and necessarily incurred for all **bodily injuries** arising from the same **accident** if notified to **us** within 28 days of the **accident**.

Benefits under this section shall be payable to **you** or **your** nominees, and shall be limited to a maximum of £10,000 per person.

## What is not Covered

- Any **accident** not involving the use of a **pedal cycle** by **you**.
- Cover in **race events** and **sportive / charity** events is excluded.
- Anyone under age 16 or over age 85.
- Permanent total disablement** benefit for anyone over age 65.
- 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.
- When directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any benefit when **your** death, injury or loss does not occur within 30 days of the **accident**.
- 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.
- 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.
- 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.
- More than one benefit per policy under this section per **period of insurance**.
- Any pre-existing condition.
- Losses arising from any **pedal cycle** insurance policy which was purchased for a policy term of less than 365 days.
- Any injury arising from **your** use of a **pedal cycle** to participate in stunts.
- Dental treatment where written proof from **your** dental practitioner has not been provided, stating the **bodily injury** and justifying the requirement for dental fees to be incurred privately rather than utilising the care provided by the UK National Health Service.
- Dental treatment that is purely cosmetic or for aesthetic purposes, e.g.:
  - any treatment **you** elect to have, such as crowns, bridges, inlays and onlays, which are not clinically necessary.
  - replacement of silver-coloured fillings with white fillings.
  - tooth whitening, including bleaching and laser whitening, veneers or orthodontic treatment.
- For physiotherapy sessions:
  - where written proof from **your** medical practitioner has not been provided, stating the **bodily injury** and justifying the requirement for physiotherapy fees to be incurred privately rather than utilising care provided by the UK's National Health Service.
  - any treatment beyond 6 months of the **bodily injury**.
  - more than one claim for the same **accident**.

# SECTION 3: PUBLIC LIABILITY

## What is Covered

We will in respect of the amount shown on the **schedule** which **you** 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** listed in **your schedule**, providing **you** are a resident of the **United Kingdom**.

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

## What is not Covered

- Any member of **your family** under age 16 or over age 85.
- Cover in **race events** and **sportive / charity** events is excluded.
- Liability arising from loss or damage to property which belongs to **you** or is in **your** care custody or control.
- Where **you** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages are awarded against **you**.
- Any liability for **bodily injury**, loss or damage.
  - to **your** employees or members of **your family** or household or to their property.
  - arising out of the ownership, possession, use or occupation of land or buildings.
  - 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.
- Anyone being carried on the **pedal cycle** other than **you**.
- Any liability not involving the use of a **pedal cycle**.
- Any liability arising out of the use of a **pedal cycle** outside the **territorial limits**.
- Any liability arising out of the use of a **pedal cycle** not listed in **your schedule**.

## SECTION 4: LEGAL EXPENSES

### What is covered

This policy will help **you** if an event which is another party's fault:

- damages **your pedal cycle** and/or personal property in or on it, and/or
- injures or kills you whilst on **your pedal cycle**.

The **insurer** will pay **your legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) provided that:

- You** have paid the insurance premium.
- You** keep to the terms of this policy and cooperate fully with **us**.
- The **accident** happens in the **territorial limits**
- The claim:
  - always has **reasonable prospects of success**
  - is reported to **us**
    - during the **period of insurance**
    - as soon as possible after the **accident**
- Unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** in any claim:
  - to be heard by the **small claims court**, and/or
  - before proceedings need to be issued
- The claim falls under the jurisdiction of a court in the **territorial limits**.
- You** enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

### What is not covered

The **insurer** will not cover any claim arising from or relating to:

- Legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement.
- A contract.
- Defending any claim other than appeals against **you**.
- An **accident** that happens before the start of the policy.
- Fines, penalties or compensation awarded against **you**.
- A group litigation order.

## CONDITIONS THAT APPLY TO SECTION 4 -LEGAL EXPENSES

Where the **insurer's** risk under this policy has increased due to **your** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

### 1. Your responsibilities

**You** must:

- Tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- Take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**.
- Keep **legal costs & expenses** as low as possible.
- Allow the **insurer** at any time to take over and conduct in **your** name, any claim.

### 2. Freedom to choose an appointed advisor

- In certain circumstances as set out in 2. b) below, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- If **we** agree to start proceedings or there is a conflict of interest, **you** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where **your** claim is to be dealt with by the **small claims court**, and **we** shall choose the **appointed advisor**.
- Where **you** wish to exercise **your** right to choose, **you** should write to **us** with **your preferred representative's** contact details.
- If **you** dismiss the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for **you** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

### 3. Consent

**You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

### 4. Settlement

- The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- You** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

**We** may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **you** and **us**. This does not affect **your** right under Condition 6 below.

### 6. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the Complaints Procedure and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Cancellation

**You** may cancel this Section of the policy only if **you** cancel **your** policy in its entirety.

## EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

This policy does not cover the following:

- Whilst a **pedal cycle** is used otherwise in accordance with all applicable local laws.
- Cover at **race events, sportives** and **charity events**.
- Theft or **malicious damage** from a vehicle.
- Any claim when using a **pedal cycle** outside of the UK.
- Whilst using a **pedal cycle** for 'hire & reward', e.g. courier services or the carriage of paying passengers.
- The full cost of **your** claim where **you** have insured **your pedal cycle** for less than its **value**.
- 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)
- Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
- War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
- Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

13. Suicide, attempted suicide or deliberate injury to **yourself** or putting **yourself** in unnecessary danger (unless trying to save human life).
14. 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.
15. Engaging in any criminal act.
16. Any claim where **evidence of ownership** cannot be provided for the **pedal cycle** or the **approved lock**.
17. Natural disasters.
18. Financial Default.
19. Epidemic or Pandemic.
20. Pollution or threat of pollutant release.

## GUIDANCE NOTES

Sections 1-3 of this insurance are 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.

Section 4 Legal Expenses is administered by ARAG plc under a binding authority agreement with the insurer AmTrust Europe Limited.

## 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.

## PRIVACY NOTICE RELATING TO SECTION 4 - LEGAL EXPENSES ONLY

This is a summary of how ARAG collect, use, share and store personal information. To view the full privacy statement, please see visit [www.arag.co.uk](http://www.arag.co.uk).

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including: the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.