



Policy Wording

About Your Policy

This **Policy** has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in The Schedule. The Insurers have delegated authority to Pen Underwriting Limited to underwrite Insurance and handle Claims for **You** on their behalf.

This **Policy** wording explains the insurance provided under this contract. The **Policy** is a contract between **You** and the insurer(s) stated in The Schedule. Any reference in this document to '**We**', '**Us**', '**Our**' or the 'Insurer' is a reference to the insurer(s) stated on The Schedule.

In return for **You** having paid or agreed to pay the premium for the **Period of insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair to the extent of and subject to the terms contained in or endorsed on the **Policy**

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the **Policy** Definitions, Conditions and Exclusions.

An **Endorsement** forms an addition to the Section and varies the insurance provided by the Section.

The Schedule or Appendix and any **Endorsement** should be read together for precise details of **Your** insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **Your** circumstances and that the cover provided suits **Your** requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require **You** to take action.

Duty of Fair Presentation

This **Policy** is a contract between **You** and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that

- **You** are clear which Sections **You** have requested and want to be included;
- **You** understand what each Section covers and does not cover;
- **You** understand **Your** own duties under each Section and under the insurance as a whole.

Please contact **Your** broker immediately if this Document is not correct or if **You** would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the **Policy** as void and are not required to return any paid Premium to **You**.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if **You** had complied with the duty of fair presentation:

1. Insurers may regard the **Policy** as void if Insurers would not have entered into the **Policy** on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, **You** must return any payments made by Insurers under the terms of the **Policy**).
2. If the Insurers would have entered into the **Policy**, but on different terms (other than terms relating to premium) the **Policy** is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the **Policy** but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this **Policy**, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any warranty in this **Policy**, the Insurer's liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory
Jonathan Turner



Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales.
Company Number: 5172311

Complaints

At Pen Underwriting, it is always **Our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and **You** should contact them directly in the first instance.

Alternatively, **You** can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting **Your Policy** and/or Claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Further details of **Our** internal complaint-handling procedures are available on request.

You can also contact **Your** Insurer, contact details can be found in The Schedule.

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance **You** are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

You can visit the website at www.fscs.org.uk

Your Right to Cancel

You have the right to cancel the insurance **Policy** within 14 days of receiving the **Policy** Documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the **Policy** Document on the business day following the date it was posted to **You** by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that **You** will have received the **Policy** Document on the business day following the date it was sent).

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in The Schedule and no liability whatsoever shall attach to the Insurers in respect of the **Policy**.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this **Policy** shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales

Data Protection

Pen Underwriting Limited are the data controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party.

We collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjustors, credit reference agencies, service providers, professional advisors, **Our** regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information, please see **Our** Privacy **Policy** – <https://www.penunderwriting.co.uk/Privacy-and-Cookies>.

If **You** are providing personal data of another individual to **Us**, **You** must tell them **You** are providing their information to **Us** and show them a copy of this notice.

Identity of Insurer

Please refer to Identity of Insurers in **Your** **Policy** Schedule.

How to make a claim

At Pen Underwriting (Delegated) **We** understand that claims form a critical component of **Our** offering the moment the **Policy** becomes tangible and **We** are relied upon to deliver upon **Our** commitment to **You**.

We have assembled an experienced team who embody **Our** three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – **We** employ staff and engage service providers who are experts in their field

No-nonsense – **We** apply a flexible and proactive approach to the claims process

To report a claim under any Section, please contact:

Claims Telephone Number – 03330 107 190

Claims Email Address – uk.newclaims@penunderwriting.com

Policy Terms And Conditions

These are the terms and conditions of the insurance **You** will need to meet as **Your** part of this contract.

If **You** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

Taking Care

You must take all reasonable steps to avoid any accident and to prevent loss or **Damage** to everything which is covered by this insurance and to keep all the **Insured property** in good condition and in good repair, if **You** do not a claim may be rejected or payment could be reduced.

Changes In Your Circumstances

You must tell **Us**, as soon as possible, if there any changes to the information **You** have given **Us**. If **You** are in any doubt, please contact **Us** or Butterworth Spengler (CycleSure) Ltd.

We may re-assess **Your** cover and premiums when **We** are told about changes in **Your** circumstances. If **You** do not tell **Us** about changes or give **Us** incorrect information, the wrong terms may be quoted, **We** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **Your Policy** might be invalid, and **You** may not be entitled to a refund of premium.

Please also refer to the Fraud condition to Cancelling the **Policy** condition below.

Fraud

If dishonesty or exaggeration is used by **You**, or anyone acting on behalf of **You** to obtain:

- a claims payment under **Your Policy**; or
- cover for which **You** do not qualify; or
- cover at a reduced premium;

all benefits under this **Policy** will be lost, the **Policy** may be invalid, **You** may not be entitled to a refund of premium and legal action may be taken against **You**.

Please also refer to the Changes in circumstances condition and to the Cancelling the **Policy** condition.

Transferring Your Interest In The Policy

You cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written permission.

Cancelling The Policy

If **You** wish to cancel **Your Policy** please write to **Us** at the address or call the number shown on **Your** schedule. If **You** cancel the **Policy** **You** may be entitled to a refund of premium provided that no claim has been made during the current **Period of insurance**.

Cancellation by You within the first 14 days

If **You** cancel the **Policy** within 14 days of the date **You** receive **Your Policy** documents, **We** will refund the premium provided no claim has been made during the current **Period of insurance**.

Cancellation by You after the first 14 days

If **You** cancel the **Policy** after 14 days of the date **You** receive **Your Policy** documents, **We** will refund premiums already paid for the remainder of the current **Period of insurance**, provided no claim has been made during the current **Period of insurance**.

Where We cancel Your Policy

Please also refer to the Fraud and to the Changes in Circumstances condition.

We may also cancel the **Policy** where **We** have identified serious grounds, such as;

- failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this **Policy** or any claim;
- the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

We will contact **You** at **Your** last known address and, where possible, seek an opportunity to resolve the matter with **You**.

Where a solution cannot be agreed between **us**, **We** may cancel the **Policy** by giving **You** 14 days advance written notice.

This will not affect **Your** right to make a claim for any event that happened before the cancellation date. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of insurance**, provided no claim has been made during the current **Period of insurance**.

We also reserve the right to terminate the **Policy** in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **You** 14 days' notice at **Your** last known address.

Other Terms And Conditions

Financial Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this **Policy**.

To comply with Sanctions, Pen cannot place, provide insurance cover or make any payment in circumstances where it would be considered a breach of Sanctions. **We** may be required to take actions such as freezing the funds of parties subject to Sanctions, not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions. Pen reserves the right to take steps to comply with Sanctions and **We** will not be liable to you for this or for similar steps taken by third parties.

Claims Terms And Terms And Conditions

There are other terms and conditions which relate to any claim **You** may make and these are shown below. **You** should also refer to any terms and conditions shown under individual sections of **Your Policy**.

When an incident occurs, which may result in a claim, **You** must also read the information on 'How to make a claim'.

You should also check the information on 'How **We** settle claims' under the section of **Your Policy** which covers the loss or **Damage**

What You Must Do

If **You** are the victim of theft, riot, a malicious act or vandalism, or if **You** lose something away from **Your Home**, tell the police immediately upon discovery and ask for a crime reference number. Tell **Us** as soon as **You** can, or in the case of riot tell **Us** immediately, but no later than 7 days after the riot.

If someone is holding **You** responsible for **Bodily injury** or any **Damage**, **You** must not admit responsibility. Give **Us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **You** must be sent to **Us** straightaway without being answered.

For all other claims, tell **Us** as soon as **You** can.

You should do all **We** reasonably ask **You** to do to get back any lost or stolen **Insured property**.

Do not throw away any **Damaged** items before **We** have had a chance to see them, or carry out non-emergency repairs before **We** have had a chance to inspect them.

To help **Us** deal with **Your** claim quickly, **We** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, (or where **We** agree, copies sent by electronic medium)
- Purchase dates and location of lost or **Damaged Insured property**
- For **Damaged Insured property**, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair.

Where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information.

Rights And Responsibilities

You must not settle, reject, negotiate or offer to pay any claim **You** have made or intend to make under this **Policy** without **Our** written permission. **We** have the right, if **We** choose, in **Your** name but at **Our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must provide **Us** with any information and assistance as **We** may require about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

When **You** call **Us** **We** will advise **You** of **Our** requirements, which will be either:

- ask **You** to get estimates for repairs or replacement items; or
- arrange for the **Damage** to be inspected by one of **Our** claims advisors or an independent loss adjuster or other expert – their aim is to help **Us** agree a fair settlement with **You**; or arrange for the repair or replacement as quickly as possible.

Where **We** have asked **You** for specific information relevant to **Your** claim, **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information.

Other Insurance

If **You** claim under this **Policy** for something which is also covered by another insurance **Policy**, **You** must provide **Us** with full details of the other insurance **Policy**. **We** will only pay **Our** share of any claim.

Policy Exclusions

These exclusions apply to all the sections of **Your Policy**.

This insurance does not cover:

Radioactive Contamination

Any expense, legal liability or any loss or **Damage** to **Insured property** directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War Risks

Any loss, **Damage**, liability, cost or expense of any kind caused directly or indirectly by **War**, invasion or revolution.

Sonic Bangs

Any loss, **Damage**, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

Pollution Or Contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and, which was not the result of an international act and which occurs during any **Period of insurance**

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Riot

Any loss, **Damage**, liability, cost or expense of any kind caused by riot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Date Change And Computer Viruses

Any direct or indirect loss or **Damage** caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly at all; or
- computer viruses;

but any claim for legal expenses/benefits to pursue compensation for personal **Bodily injury** is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this **Policy** which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Existing And Deliberate Damage

Any loss, **Damage**, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **Period of insurance** starts or caused deliberately by **Your Family**.

Terrorism

Any loss, **Damage**, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

For the purposes of this exclusion, "**Terrorism**" means the use, or threat of use, of biological, chemical or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Wear And Tear

Any loss, **Damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

Defective Construction Or Design

Any loss, **Damage**, liability, cost or expense of any kind caused by or resulting from poor or faulty design, or materials.

Words with Special Meanings

Words shown in bold type have the same meaning wherever they appear in the **Policy**. The words defined below are used throughout this **Policy**. Any other definitions are shown in the section to which they apply

If any of the words shown below are in the **Policy** but not in bold type then the special meaning shall not apply.

Abandoned	When a Cycle is left in a location which is not Your Home for more than 12 consecutive hours or at a railway station for more than 24 consecutive hours.
Accessories	Any of the following: <ul style="list-style-type: none"> a) upgraded parts and components of Your Cycle; b) equipment attached to Your Cycle; c) articles of specialist cycling, biathlon or triathlon clothing and headgear; d) luggage designed specifically for the carriage of Your Cycle; which are Your own property or for which You are legally responsible.
Amount insured	The most We will pay for each Cycle and Accessories as shown in the schedule. Unless We say otherwise, the amounts apply to each incident of loss will be automatically restored to the full amount after We pay a claim provided You carry out Our recommendations to prevent further loss or Damage .
Approved lock	A lock which at the time of purchase by You was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of Cycle locks and which at the time of the purchase by You was appropriate to the value of Your Cycle(s) in accordance with the classification of locks determined by the MLA 'Sold Secure' list.
Bodily injury	Accidental physical or mental injury including death illness disease mental anguish or shock but not defamation.
Confiscation	Confiscation, nationalisation, requisition or destruction of or Damage to Insured property by or under the order of any government or public or local authority.
Cycle	Any bicycle, tricycle, tandem or recumbent including upgraded parts and components and equipment fixed to such , which is Your own property or for which You are legally responsible and which is normally kept at the address shown in the schedule. The bicycle, tricycle, tandem or recumbent must be driven only by human pedal power or electric battery and must not be powered in such a way that it is subject to the requirements of the Road Traffic Act.
Damage	Accidental loss, destruction, damage or theft
Damaged	Accidentally lost, destroyed damaged or stolen
Domestic employee	Any person who lives at the Home and works for You in connection with domestic duties who is: <ul style="list-style-type: none"> a) employed by You under a contract of service; or b) self-employed and working on a labour-only basis under Your control or supervision.

This definition does not include any employee while working for **You** in connection with **Your** business, trade or profession.

Endorsement	A change to the terms of the Policy .
Evidence of ownership	The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the Cycle , Accessories and the Approved lock or any other evidence which demonstrates Your ownership to Our satisfaction.
Excess	The amount You must bear as the first part of each agreed claim.
Family	You , Your partner, any of Your relatives that permanently live with You , and any of Your Domestic employees .
Geographical limits	The geographical area shown in the schedule.
Home	<p>The location stated in Your schedule where Your Cycle and Accessories are usually kept which shall mean:</p> <ul style="list-style-type: none"> a) Your private dwelling built of brick, stone or concrete and roofed with slates or tiles; or b) a lockable outbuilding or garage built of brick, stone or concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials, which is attached to or within the boundaries of Your private dwelling and is privately accessed; or c) a secure gated car park within the boundaries of Your private dwelling which is privately accessed by residents and their guests only; or d) a lockable wooden shed within the boundaries of Your private dwelling which is privately accessed by residents and their guests only; or e) a holiday home, guest house, boarding house, motel or hotel in which You are resident for up to 28 consecutive days; f) any self-contained lockable private room within the halls of residence in which You normally reside; or g) a communal hallway within the halls of residence in which You normally reside; or h) any other specific location which has been referred to and agreed by Us in writing.
Immovable object	<p>Any of the following:</p> <ul style="list-style-type: none"> a) a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed with or lifted under or over the Cycle; or b) a securely fixed purpose-built motor vehicle roof rack or Cycle rack; or c) an official Cycle rack at a railway station and supplied by the railway station specifically for the purpose of securing Cycles in an area of the station which is within the jurisdiction of the British Transport Police Authority.
Insured property	Cycles and Accessories

Nuclear risks	<ul style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this Policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any Endorsements .
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: <ul style="list-style-type: none">a) is committed for political, religious, ideological or similar purposes; andb) is intended to influence any government or to put the public, or any section of the public, in fear; andc) <ul style="list-style-type: none">i) involves violence against one or more persons; orii) involves Damage to Insured property; orii)i endangers life other than that of the person committing the action; oriv) creates a risk to health or safety of the public or a section of the public; orv) is designed to interfere with or to disrupt an electronic system.
War	War, invasion, act of foreign enemies, hostilities (whether War be declared or not), civil War, rebellion, revolution, insurrection, military or usurped power.
We/Us/Our	The insurers named in the schedule.
You/Your/Yourself	The insured named in the schedule and any member of your Family .

Property Section Loss or Damage to Your Cycles

We will insure **You**, if **Your Insured property**, as described in the Schedule, suffers **Damage** during the **Period of insurance** and the cause is not excluded.

What is covered:

Damage to Insured property at Your Home and away from the **Home** including whilst in transit, within the **Geographical limits**.

The Insurance Provided

We will, at **Our** option replace, repair or pay for any **Damaged** item as described below, up to the amount shown in the Schedule.

- 1 For current **Cycles** and **Accessories**, other than clothing and headgear, the cost or repair or replacement as new,
- 2 For discontinued **Cycles** and **Accessories**, other than clothing and headgear, the cost of replacement with an equivalent model or specification,
- 3 For vintage or antique **Cycles** and **Accessories**, other than clothing and headgear, the cost of repair or the value shown in any valuation **You** provide to **Us**(see Condition 1 below),
- 4 For clothing and headgear, less than seven years old the cost of repair or replacement less a deduction for wear and tear as described below:-
 - A) Items less than three years old; the cost of repair and replacement as new
 - B) Items between three and five years; a 30% deduction
 - C) Items between five and seven years; a 60% reduction

Conditions

It is a condition of payment in respect of vintage or antique **Cycles** and **Accessories** that any valuation provided to **Us** is:

- A) Less than three years old and
- B) Has been provided by an appropriate valuer.

Extensions

Your Policy extends to include the following up to the amount shown in the Schedule, during the **Period of insurance**.

1-Alternative Cycle Hire

The reasonable costs of hiring an alternative **Cycle**, following insured **Damage** to **Your Cycle**, and **Your Cycle** becoming unusable. **We** will only pay the costs for the period commencing at the date of **Damage** and ending once **Your Cycle** is repaired or replaced. However, **We** will not make any payment in respect of this extension if:-

- A) **We** have not consented to **You** incurring hire costs prior to **You** incurring them,
- B) the total hire costs exceed the costs of repair or replacement,
- C) **You** cannot provide written confirmation of **Your** hire costs.

2 Cycle Boxes

The costs of replacement following **Damage** to luggage used specifically for the carriage of **Your Cycle** which is **Your Insured property** or for which **You** are legally responsible,

- A) at **Your Home**
- B) away from **Home** if **Your Cycle** is **Damaged** at the same time and by the same cause

3 Returning Home

The necessary and reasonable costs incurred by **You** to return directly to **Your Home** following **Damage** to **Your Cycle** which results in **Your Cycle** becoming unusable. However, **We** will not make any payment in respect of this extension if **You** cannot provide confirmation of **Your** costs.

What is not Covered

Exclusions

1 any claim under £50

2 Theft from **Your Home**

- A) i) which does not involve entry or exit by forcible and violent means or
ii) actual or threatened violence or assault
- B) where the usual security protections are not operative

3 Theft away from **Your Home** unless

- A) the **Cycle** is secured through the frame by an **Approved lock** to an immoveable object or **Cycle** rack
- B) the **Cycle** is clearly labelled and stored in a designated **Cycle** storage area of a train, boat or aircraft or in the custody and control of the vessel operator or their agents
- C) the **Cycle** is completely contained within a motor vehicle and the motor vehicle is fully locked with all security protections in force and the theft is a direct result of forcible and entry or actual or threatened violence or assault by thieves.

4 any **Damage** which occurs outside the **Geographical limits**

5 any **Damage** where **You** are unable to provide **Us** with **Evidence of ownership**

6 any **Damage** when **You** are not the rider

7 **Damage** to tyres or **Accessories** unless the **Cycle** itself is **Damaged** at the same time and by the same cause

8 Any **Cycle** or **Accessories** **You** have **Abandoned** or any unexplained lost or disappearance of **Your Cycle** or **Accessories**

9 Any **Cycle** or **Accessories** being used for trade or business activities except commuting

10 Any **Cycle** or **Accessories** being used to participate in any stunts or using equipment specifically designed for undertaking stunts

11 **Damage** as a result of any gradually operating cause including but not limited to wear , 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, evaporation, lack of or poor maintenance or repair of **Cycles** or **Accessories**.

12 any mechanical or electrical breakdown or defect or electronic malfunction

13 Confiscation

14 Terrorism War or Nuclear risks

15 the following **Excess**:

- A) The first 10% of the amount of any claim resulting from **Damage to Your Cycle or Accessories**, subject to a minimum of £50 and a maximum of £250

However, Exclusion **15** shall not apply if the **Excess** waiver extension has been purchased by **You** and is shown in the Schedule.

Public Liability Section

If, as a direct result of **Your** ownership or use of **Your Cycle**, any party brings a claim against **You** for **Bodily injury** or property **Damage** occurring within the **Geographical limits** and during the **Period of insurance**, **We** will indemnify **You** against the sums **You** have to pay as compensation.

The Insurance Provided

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for defence costs. However, if a payment greater than the limit of indemnity has to be made for a claim **Our** liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **Excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Special Limits

North America

For claims directly or indirectly arising from **Your** ownership or use of **Your Cycle** in the United States of America or Canada, the most **We** will pay is a single limit of indemnity for the total of all such claims and their defence costs. The **Excess** is amended to £2,500 for all such claims.

Paying out the limit of indemnity

At any stage **We** can pay **You** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **Our** payment. **We** will then have no further liability for those claims or their defence costs.

Your Obligations

- 1) **You** must notify **Us** promptly of any claim or threatened claim against **You**,
- 2) when dealing with a third party **You** must not admit that **You** are liable for what has happened or make any offer deal or payment, unless **You** have **Our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance unless **You** have **Our** prior written agreement.

If **You** do not comply with the above obligation and as a direct consequence the amount for which **We** are liable under this **Policy** has increased then no payment shall be made by **Us** in respect of the amount of such increase.

What is not covered-

1) We will not pay any claim or loss in respect of the following Exclusions

- A) **Non Cycle related**
unless resulting directly from the use of a **Cycle**
- B) **Professional use**
directly or indirectly arising from the use of the **Cycle** for trade and business purposes, including hire or reward, courier services or the carriage of fare paying passengers.
- C) **Geographical limits**
directly or indirectly arising from **Bodily injury** or property **Damage** occurring outside of the **Geographical limits**.
- D) **Stunts**
directly or indirectly arising from the use of the **Cycle** to participate in any stunts or the use of equipment specifically designed for undertaking stunts.
- E) **Other craft**
directly or indirectly arising from the ownership, possession, maintenance or use by **You** of any watercraft aircraft other aerial device motor vehicle or other mechanically propelled vehicle not included within the definition of **Cycle**.
- F) **Deliberate or reckless acts**
directly or indirectly arising from any act breach omission or infringement **You** deliberately spitefully dishonestly or recklessly commit condone or ignore which could reasonably be expected to cause **Bodily injury** or **Damage** to another party even if such **Bodily injury** or **Damage** is of a different degree or type than could reasonably have been anticipated.
- G) **War and Terrorism**
Arising from **War, Terrorism or Nuclear risks**.

2) We will not make any payment for the following Exclusions

- A) **Property for which You are responsible**
property **Damage** to any **Insured property** belonging to **You** or which at the time of loss is in **Your** care custody and control.
- B) **Injury to others**
Bodily injury to any of **Your** employees or any member of **Your Family**.
- C) **Restricted recovery**
rights that part of any claim where **Your** right of recovery is restricted by contract.
- D) **Non-compensatory payments**
fines and contractual penalties punitive or exemplary damages.
- E) **Claims outside the applicable courts**
any claim including arbitration brought outside the countries set out in the schedule under applicable courts.
This applies to proceedings in the applicable courts to enforce or which are based on a judgment or award from outside the applicable courts.
- F) **Contract**
Your liability under any contract which is greater than the liability **You** would have at law without the contract
- G) **Other Insurance**
Your liability where **You** would be entitled to be paid under a more specific insurance.
- H) **Excess**
the **Excess**

Control of Defence

We have the right but not the obligation, to take control of and conduct in **Your** name, the investigation, settlement or defence of any claim. If **We** think it necessary, **We** will appoint an adjuster, solicitor, or any other appropriate person to deal with the claim. **We** may appoint **Your** own solicitor but on a similar fee basis as **Our** solicitor and only for work done with **Our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of the defence.

Personal Accident Section

The Insurance Provided

If **You** sustain an identifiable physical **Bodily injury** which is caused solely by an accident arising from **Your** use of a **Cycle**, occurring at an identifiable time and place during the **Period of insurance** which results in **You** suffering death or **Permanent total Disablement** or **Disablement, Broken bone** or **Dental injury** within two years of the date of the accident, **We** will pay up the amount shown in the schedule to **You, Your** executors or nominees in respect of the consequences of each accident or event suffered by each person under this section. Only one accidental **Bodily injury** benefit shall be payable for each person insured under this section in respect of the consequences of any accident or event.

Additional Expenses

We will also pay up to the limit shown in the schedule in respect of the following additional expenses:

1. **Medical Expenses**
2. **Counselling Expenses**
3. **Dental Expenses**
4. **Physiotherapy Expenses**

The most **We** will pay in total, under this section for all benefits and expenses in respect of all persons insured who are injured in any one event is £100,000.

Your Obligations

1) **You** must:-

- A) obtain **Our** prior written consent before incurring any Counselling or **Medical Expenses** in connection with a valid claim,
- B) notify **Us** promptly of any **Bodily injury** or death which might be covered under this section.

If either or both of these obligations are not complied with and as a direct consequence the amount for which **We** are liable has increased, **We** will not be liable for the amount of any such increase.

2) **You** must provide all medical evidence at **Your** expense, required by **Us** to substantiate **Your** claim and, if necessary, undergo a medical examination at **Our** expense.

If this obligation is not met, **We** may not make any payment under this section,

What is not Covered

We will not make any payment for any loss, **Damage, Bodily injury** or death in respect of the following **Exclusions**:

- A) **Non Cycle related**
unless relating directly from the use of a **Cycle**
- B) **Business Use**
where **You** were using the **Cycle** for trade or business purposes including hire or reward, courier services or the carriage of fare paying passengers but not for the purposes of commuting.
- B) **Geographical limits**
where **You** were using the **Cycle** outside of the **Geographical limits** shown in the schedule.
- C) **Stunts**
where **You** were using the **Cycle** to participate in any stunts or using equipment specifically designed for undertaking stunts.

D) Your Age

any person under 16 or over 85 years at the start date of the **Period of insurance**.

E) Other Exclusions:

- 1) any emotional or psychiatric disorder or condition suffered by **You**.
- 2) **Your** intoxication or use of any drug or controlled substance unless prescribed by a qualified medical practitioner and used correctly.
- 3) **Your** committing or attempting suicide or deliberately injuring or exposing **Yourself** to unnecessary danger except if trying to save a human life.
- 4) any criminal act by **You** for which **You** are convicted.
- 5) **Your** pregnancy or any condition connected with pregnancy or childbirth.
- 6) **War Terrorism** or **Nuclear risks**.

Words with Special Meanings

Broken bone	A break in the structure of the bone requiring treatment by plaster cast or insertion of pins.
Dental injury	Damage to teeth or dental prostheses caused by direct extra oral impact.
Disablement	A) Permanent and total loss of hearing in an ear B) Loss by physical separation of an arm, hand, leg or foot at or above the wrist or ankle or permanent and total loss of a complete arm, hand, leg or foot C) Permanent and total loss of sight in an eye D) Permanent and total loss of speech
Permanent total Disablement	Disablement which totally prevents You from working in Your usual occupation for a period of 12 calendar months, not necessarily consecutive and there is no reasonable expectation of recovery.
Medical Expenses	The cost of medical, surgical, or other remedial attention or treatment given by or prescribed by a suitably qualified medical practitioner and all hospital nursing home and ambulance charges in connection with a valid claim.
Counselling Expenses	The cost of counselling and psychotherapy treatment by a suitably licenced and qualified therapist, in connection with a valid claim for Disablement or Permanent total Disablement .
Physiotherapy Expenses	The cost of physiotherapy treatment by a suitably licenced and qualified medical practitioner, in connection with a valid claim.
Dental Expenses	The cost of dental treatment by a suitably licenced and qualified dental practitioner to repair a Dental injury , in connection with a valid claim.