



# CycleSure Policy Wording

## Your CycleSure Insurance Policy Wording

The following sections 'Understanding and using your policy, 'How to make a claim' and 'Guidance when making a claim' do not form part of the legal contract between you and us.

They include information which will help you to understand and use your policy.

### Understanding And Using Your Policy

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 10-12 'Words with special meanings'.

From now on wherever a word with a special meaning is used it will be printed in **bold** type.

**Your** policy is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy wording apply, the **limits** to the cover and the premium.

Please keep **your** schedule with the policy wording. **We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made (see page 5).

There are conditions of the insurance that **you** will need to meet as **your** part of this contract on pages 5 to 7. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Terms and Conditions.

If **you** have any questions please contact us or Butterworth Spengler Facilities Ltd. The telephone numbers are shown at the back of this booklet.

### How To Make A Claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage.

Call our Claims Helpline on the number shown at the back of this booklet. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information, or **we** may wish to arrange a visit and inspection.

To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the Claims terms and conditions and Policy exclusions on pages 7 to 9.

## Guidance When Making A Claim

### Claim Notification

Terms and conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all Policy terms and conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under Claims terms and conditions on page 7. Events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims terms and conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your home** and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property (or where **we** agree, copies sent by electronic medium)
- Purchase dates and location of lost or damaged property
- For damaged 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.

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## The Insurance Contract

This policy is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording:

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **insurance period**;
- **you** must comply with all the terms and conditions set out in this policy.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts in whichever of those two places in which **you** live.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

## 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 property insured 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 Facilities 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 Cancelling the policy condition on page 5 of this policy.

### 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 **insurance period**.

### 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 **insurance period**.

### **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 **insurance period**, provided no claim has been

made during the current **insurance period**.

### **Where we cancel your policy**

Please also refer to the Fraud and to the Changes in Circumstances condition on page 4 of this policy.

**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 **insurance period**, provided no claim has been made during the current **insurance period**.

**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**

#### **Cancelling The Monthly Premium Instalment Agreement**

**Your** policy has a normal insurance period of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments under the terms of the Consumer Credit Act 1974.

**We** reserve the right to terminate the policy in the event that there is a default in instalment payments due under any linked loan agreement.

If **you** want to cancel your linked loan agreement but not **your** policy, **you** must contact **us** at the address given on **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then all cover under **your** policy will be cancelled from this date.

#### **Financial Sanctions**

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.



If any such prohibition or restriction takes effect during the **insurance period** we may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claims have been paid or are outstanding.



### Claims Terms And Terms And Conditions

There are other terms and conditions which relate to any claim **you** may make and these are shown on 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' on page 2.

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 an 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 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 property
- For damaged 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 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 **insurance period**.

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

### Rot

Any loss, damage, liability, cost or expense of any kind caused by rot 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 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 **insurance period** 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.

**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:

- 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.

<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Cycle</b>	Any bicycle, tricycle, tandem or recumbent including upgraded parts and components and equipment fixed to <b>your cycle</b> , which is <b>your</b> own property or for which <b>you</b> are legally responsible and which is normally kept at the address shown in the schedule. The <b>cycle</b> 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.
<b>Damage</b>	Accidental loss, destruction, damage or theft
<b>Damaged</b>	Accidentally lost , destroyed damaged or stolen
<b>Domestic employee</b>	<p>Any person who lives at the <b>home</b> and works for <b>you</b> in connection with domestic duties who is:</p> <ul style="list-style-type: none"> <li>a employed by <b>you</b> under a contract of service; or</li> <li>.</li> <li>b self-employed and working on a labour-only basis under <b>your</b> control or</li> <li>. supervision.</li> </ul> <p>This definition does not include any employee while working for <b>you</b> in connection with <b>your</b> business, trade or profession.</p>
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Evidence of ownership</b>	The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the <b>cycle</b> , <b>accessories</b> and the <b>approved lock</b> or any other evidence which demonstrates <b>your</b> ownership to <b>our</b> satisfaction.
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Family</b>	<b>You</b> , <b>your</b> partner any of <b>your</b> relatives that permanently live with <b>you</b> , and any of <b>your domestic employees</b> .
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Home</b>	<p>The location stated in <b>your</b> schedule where <b>your cycle</b> and <b>accessories</b> are usually kept which shall mean:</p> <ul style="list-style-type: none"> <li>A <b>your</b> private dwelling built of brick, stone or concrete and roofed with</li> </ul>

- . 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**

Any of the following:

- 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 Accessories

**Nuclear risks**

- 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.
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> <li>a is committed for political, religious, ideological or similar purposes;</li> <li>. and</li> <li>b is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c i involves violence against one or more persons; or</li> <li>. .</li> <li>i involves damage to property; or</li> <li>i</li> <li>. .</li> <li>i endangers life other than that of the person committing the</li> <li>i action; or</li> <li>i</li> <li>. .</li> <li>i creates a risk to health or safety of the public or a section of the</li> <li>v public; or</li> <li>. .</li> <li>v is designed to interfere with or to disrupt an electronic system.</li> <li>. .</li> </ul>
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your/yourself</b>	The insured named in the schedule and any member of <b>your family</b> .



## 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

**1** 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** 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 £100

### 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** of 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 any cycle or accessories being used for any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **you** and this additional cover is shown in your schedule
- 12 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.
- 13 any mechanical or electrical breakdown or defect or electronic malfunction
- 14 confiscation
- 15 terrorism war or nuclear risks
- 16 the following excess:
  - A) £25 for any claim resulting from Damage to **your cycle** or **accessories** or
  - B) 10% of the settlement value for any claim resulting from the theft of **your cycle** or accessories from your home, subject to a minimum of £25 but
  - C) 20% of the settlement value for any claim resulting from the theft of **your cycle** or accessories away from **your home**, subject to a minimum of £100.

However Exclusion **16** 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) if when dealing with a third party **you** 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) Competitive events**

where **you** using the cycle to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **you** and this additional cover is shown in **your** schedule.

##### **C) 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.

##### **D) Geographical limits**

directly or indirectly arising from bodily injury or property damage occurring outside of the geographical limits.

##### **E) Stunts**

directly or indirectly arising from the use of the cycle to participate in any stunts or the use or equipment specifically designed for undertaking stunts.

##### **F) 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.

##### **G) 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 injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated

##### **H) War and Terrorism**

Arising from war , terrorism or nuclear risks

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

#### Exclusions

##### A) Property for which you are responsible

property damage to any 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

finances 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

#### Your Obligations

**you** must notify **us** promptly of any claim or threatened claim against **you**.

**you** must not, when dealing with a third-party, 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 meet these obligations and as a direct consequence the amount for which **we** are liable has increased then no payment shall be made by **us** in respect of such increase.

#### 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 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 treatment expenses
4. Physiotherapy treatment 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 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, injury or death in respect of the following Exclusions

### **Exclusions**

#### **A) Non cycle related**

unless relating directly from the use of a **cycle**

#### **B) Competitive Events**

where **you** were using the **cycle** to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extensions has been purchased by **you** and this additional cover is shown in **your** schedule.

#### **C) 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.

#### **D) Geographical limits**

where **you** were using the cycle outside of the geographical limits shown in the schedule

#### **E) Stunts**

where **you** were using the cycle to participate in any stunts or using equipment specifically designed for undertaking stunts

#### **F) Your Age**

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

#### **G) 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

#### 1) Broken Bone

A break in the structure of the bone requiring treatment by plaster cast or insertion of pins.

#### 2) Dental Injury

Damage to teeth or dental prostheses caused by direct extra oral impact.

#### 3) 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

#### 4) 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.

#### 5) 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.

**6) 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.

**7) Physiotherapy Expenses**

The cost of physiotherapy treatment by a suitably licenced and qualified medical practitioner, in connection with a valid claim.

**8) 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.

## Cigna Legal Expenses Insurance

### The Insurance Provided

This section will cover the insured person in respect of any insured incident if the premium has been paid. We agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the insured incident happens during the period of insurance and within the territorial limit; and
- b. any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit; and
- c. in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

### What is covered

Following an insured incident, we will negotiate to recover an insured person's uninsured losses and costs and will help in appealing or defending an appeal.

If an appointed representative is used, we will pay the costs and expenses for this.

The most we will pay for all claims that arise from the same insured incident is £100,000.

### What is not covered

1. Any claim where the insured person has failed to notify us of the insured incident within a reasonable time of its happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
2. Any costs and expenses incurred before we agree to pay them.
3. Any claim relating to a contract involving the insured bicycle(s).
4. Anyone using the insured bicycle who does not have your permission to do so.
5. Any disagreement with us that is not in condition 7.
6. Any legal action that an insured person takes which we or the appointed representative have not agreed to, or where an insured person does anything that hinders us or the appointed representative.
7. Any claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret, or process any date as its true calendar date.
9. Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.
10. Apart from us, the insured person is the only person who may enforce all or any part of this cover and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the cover in relation to any third-party rights or interests.

#### Conditions which apply to the whole section

1. An insured person must:
  - a. keep to the terms and conditions of this section;
  - b. try to prevent anything happening that may cause a claim;
  - c. take reasonable steps to keep any amount we have to pay as low as possible;
  - d. send everything we ask for, in writing;
  - e. give us full and truthful details by phone or in writing of any claim as soon as possible and give us any information we need.
2.
  - a. we can take over and conduct in the name of the insured person, any claim or legal proceedings at any time.

we can negotiate any claim on behalf of an insured person;

b. an insured person is free to choose an appointed representative (by sending us a suitably qualified person's name and address) if:

- i. we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
- ii. there is a conflict of interest;

c. in all circumstances except those in 2(b) above, we are free to choose an appointed representative;

d. Where the insured person has selected an appointed representative then we will only pay costs and expenses up to the limits specified by:

- the fee levels that would be charged by representatives which we could have located;
- such fee levels can be discussed with us at the outset of any claim;
- where any rule prescribes or restricts the level of costs which can be recovered from an opponent, reasonable costs and expenses shall not exceed this amount.

Any costs and expenses in excess of the above will be the insured person's responsibility.

e. we will have direct contact with the appointed representative;

f. an insured person must co-operate fully with us and with the appointed representative and must keep us up-to-date with the progress of the claim;

g. an insured person must give the appointed representative any instructions that we ask for.

**3.** a. an insured person must tell us if anyone offers to settle a claim;

b. if an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses;

c. an insured person must not negotiate or agree to settle a claim without our approval;

d. we may decide to pay the insured person the amount of damages that the insured person is claiming or is being claimed against them instead of starting or continuing legal proceedings.

**4.** a. if we ask, an insured person must tell the appointed representative to have legal costs taxed, assessed or audited;

- b. an insured person must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
- 5. if an appointed representative refuses to continue acting for an insured person, with good reason, or if an insured person dismisses an appointed representative, without good reason, the cover we provide will end at once, unless we agree to appoint another appointed representative.
- 6. if an insured person settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to an appointed representative, the cover we provide will end at once and we will be entitled to reclaim from you any costs and expenses paid by us.
- 7. if there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, the insured person can contact the Financial Ombudsman Service for help.
- 8. this section will be governed by English law.

## Words with special meanings

### **We/us/our**

Cigna Legal Expenses Insurance

### **You/your**

The insured named in the policy schedule.

### **Appointed representative**

The lawyer or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.

### **Insured person**

You and any passenger who is legally on the insured bicycle with your permission. Anyone claiming under this policy must have your agreement to claim.

### **Insured bicycle**

Any cycle insured under the Property section of this policy.

### **Insured incident**

An event which causes damage to the insured bicycle or to personal property on it or which injures or kills an insured person while he or she is on the insured bicycle.

### **Costs and expenses**

All reasonable and necessary costs chargeable by the appointed representative on a standard basis, or in accordance with the Predictable Costs scheme if this is appropriate. We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

### **Period of insurance**

The period for which we have agreed to cover you and for which you have paid the premium.

### **Territorial limit**

The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands.

### **To make your claim**

Telephone us on 0845 078 7543 quoting 70201 as soon as possible after your accident to speak with one of our dedicated customer claims handlers.

### **When We cannot help**

Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

Once we have accepted your claim, we aim to recover your uninsured losses from the person who caused the accident. Uninsured losses could include the cost of repairing or replacing your insured bicycle or compensation following injury or other out of pocket expenses.

We normally recover your uninsured losses through our motor claims centre but sometimes we use appointed lawyers.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, we will notify the Motor Insurers Bureau which may be able to help.

### **Helpline services**

We provide these services 24-hours a day, seven days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

### **Tax advice**

We will give you confidential advice over the phone on any personal tax matters under the laws of the United Kingdom.

### **Counselling**

We will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0845 078 7543.

We will not accept responsibility if the helpline services fail for reasons we cannot control.

Please do not phone us to report a general insurance claim.





### How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us.

You should show this notice to any other party related to this insurance.

### Who We Are

Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

### How Your Information Will Be Used And Who We Share It With

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

We would like to keep you informed (by phone, post, e-mail or text) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information from us and have not previously advised us of this, please let us know when you contact us.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### **Credit Reference Agencies**

To determine premium payment rates at quote, renewal and/or any future invitation, we will make checks on the electoral role and public data through a credit reference agency. These enquiries will be recorded but will not affect your credit rating.

### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents.

Please ensure that you only provide us with sensitive information about other people with their agreement.

### **Fraud Prevention Agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the register.

## How To Contact Us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,  
Customer Relations Office, RSA,  
Bowling Mill, Dean Clough Industrial Estate,  
Halifax HX3 5WA.

## Complaints Procedure

Our Commitment To Customer Service

We are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA  
Customer Relations Team  
P O Box 2075  
Livingston  
EH54 0EP  
Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### **Our Promise To You**

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within eight weeks of the date we received your complaint.

### **If You Are Still Not Happy**

If you are still unhappy after our review, or you have not received a written offer of resolution within eight weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

Telephone: 0800 0234567 (for landline users)

0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### **Thank You For Your Feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.



### **Ready To Help You**

Whatever the problem, whatever the question, we're here to help. For your convenience, we have a number of Helplines to deal with everything from claims to change of address and FREE legal advice.

### **Claims Contact Numbers:**

**Property Claims** - 0330 102 4100

**Liability Claims** - 0330 102 4257

**Personal Accident Claims** - 0330 102 4093

Lines open Monday to Friday 9am–5pm

**Legal Helpline 0345 078 7543 (quoting 70201)**

For free confidential advice on personal or domestic legal matters.