

Cycle Insurance Policy

Insurer

The insurance is arranged by UK & Ireland Insurance Services (Online) Limited underwritten by UK General Insurance Limited on behalf of: Great Lakes Reinsurance (UK) SE, Registered Office: Plantation Place 30 Fenchurch Street, London EC3M 3AJ.

UK & Ireland Insurance Services (Online) Limited & UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Terms and Conditions

It is important that **you** read this policy as it details **your** Insurance cover; explaining the benefits and exclusions applicable and the procedures on how **you** make a claim.

If the cover does not meet **your** needs **you** may write, within 14 days of the cover starting, to cancel **your** cover if **you** have not made a claim under the policy. In such instances **you** must also return this policy and **schedule** duly marked cancelled.

Should **you** need to discuss any aspect of the cover (but not to make a claim. see section below: How to make a claim) please contact cover4insurance by emailing customerservices@cover4insurance.com and a representative will answer **your** query.

This policy is an important document, please keep it in a safe place where **you** can find it if **you** need to refer to it in the future. Procedures about how to make a claim are provided in this document.

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Special Notices

- Premiums are subject to Government Levy and/ or contribution where applicable
- In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.
- Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

All monies referred to and/or due under this policy are expressed in and payable in Euro.

Any words, which appear in this policy and/or the **schedule**, shall have its plain English meaning unless defined below.

For and on behalf of UK General Insurance Ltd



Karen Beales
Technical Director



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DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Administrator

UK & Ireland Insurance Services (Online) Limited, which is authorised and regulated by the Financial Conduct Authority . Our FCA register number is 312248.

You can check this on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register/> or by contacting the FCA by telephone on 0800 111 6768.

Annual policy

Means that **your policy** runs for a period of 12 months and is then renewable. The premium is paid as a single annual amount each year. This will be confirmed in **your insurance schedule**.

Approved lock

Means:

- (a) a nominated lock from the appropriate category (as specified with **your insurance schedule**); or
- (b) any other specified lock accepted by **us** and specified in an endorsement.

Bicycle

Means any cycle powered by human pedaling and/or battery which is not subject to the requirements of the Road Traffic Act.

Claims Agent

Cunningham Lindsey, PO Box 76, Cardiff, CF11 1JX.

Cover Limit

Means the total amount which **we** will pay **you** under this policy during the relevant **Period of Insurance**.

Immediate family

Your mother, father, son daughter, spouse, domestic partner.

Immovable Object

Any solid object fixed in or on to concrete or stone which cannot be removed or lifted, under or over **your bicycle**, or a properly fixed vehicle **bicycle** rack, or if at a train station, a **bicycle** rack supplied by the station and under the jurisdiction of the transport police.

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Insured location

means the location as stated on **your** insurance **schedule** where the **bicycle** is usually kept. This can be:

- a) a brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;
- b) a privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house;
- c) a self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;
- d) a self-contained lockable private room in the halls of residence in which **you** reside;
- e) a communal hallway of brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **you** reside;
- f) a brick, concrete or stone communal outbuilding of standard construction with a slate, tiled, or corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **you** reside;
- g) a privately accessed lockable wooden shed within the boundaries of the property in which **you** normally reside.

Cover shall be extended to any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 60 days in any 12 month period. Any other address that **you** reside at for in excess of 60 days in any year will be covered provided **you** advise the **administrator** in advance and they accept.

Insurer

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

Period of cover

12 months from the date of inception and annually thereafter provided the full annual premium is paid each year.

Policyholder

The person(s) named in the **schedule**

Precautions

All measures that would be expected for **you** to take in the circumstances to prevent damage or **theft** of **your bicycle**.

Schedule

This forms part of the policy document and contains details of the names of the **policyholder** and the cover that this policy provides.

Terrorism

Means any act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

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Unattended

Means whilst the **bicycle** is not being used or held by **you** unless locked to an **immovable object** using an **approved lock** or housed within a locked building, vehicle or premises.

We, us, our

The **administrator** and **claims agent** acting on the behalf of the **insurer**.

You, Your, Yourself

The individual **policyholder(s)** named on the **schedule**.

WHAT WE WILL COVER

A. Accidental Damage

We will pay repair costs if **your bicycle** is damaged as the result of an **accident**.

B. Theft

If **your bicycle** is stolen **we** will replace it. Where only part or parts of **your bicycle** have been stolen, **we** will only replace that part or parts.

C. Breakdown

If **your bicycle** breaks down due to mechanical failure outside of the manufacturer's guarantee period **we** will repair it.

D. Public Liability

Cover under this section is only applicable when the relevant additional premium has been paid and is stated on your policy schedule.

You are covered up to the amount shown in **your policy schedule** for any amounts which **you** become legally liable for. **We** will pay for accidental bodily injury, death, disease or **accidental damage** to any person or **accidental damage** to third party property which arises from **your** use of or ownership of the cycle. The total amount payable includes necessary defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this policy.

You are not covered for:

- a) public liability benefits unless **you** or any specified individual member of **your** family named on **your policy schedule** have paid the required additional premium.
- b) any claim when **you** are under 16 or over 65.
- c) an excess of €250 for each and every claim arising from damage to third party property.
- d) an excess of €500 for each and every claim arising from third party injury.
- e) liability arising from loss or damage to property which belongs to **you** or is in **your** care custody or control.
- f) any claim where **you** are entitled to indemnity from another source.
- g) any claim when punitive, exemplary or aggravated damages are awarded against **you**.
- h) any liability for bodily injury, loss of damage:
 - i. to **your** employees or members of **your** family or household or to their property.
 - ii. arising out of the ownership, possession, use or occupation of land or buildings.

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- iii. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
- i) any liability not involving the use of the cycle.
- j) using the cycle professionally or for any trade/ business except commuting to and from work.

COVER LIMITS

Subject to the appropriate premium having been paid **we** will pay **you** in each relevant **period of cover** up to the amount stated in **your schedule** in relation to repairs or theft. In the event that the cost of repairs exceed the depreciated value, only an amount up to the depreciated value will be paid.

CLAIM LIMITS

Repair/Replacement

We will at **Our** option, replace, or pay the cost of replacing the **Bicycle** as new. If the **bicycle** cannot be replaced with a new and identical **bicycle** to the one to that was insured, **we** will replace it with one of comparable specification or the equivalent value of the original **bicycle**.

Policy Excess

There is an excess payable by **you** for all claims.

An **excess** equal to the first 10% of the maximum **cover limit** for **your bicycle**, with a minimum excess of €25.

Depreciation for wear and tear

For **bicycles** which are more than two years old from the date of manufacture **we** will deduct 10% of the original purchase price for the **bicycle**, for each year or part year from the date of manufacture for wear and tear.

WHAT WE WILL NOT COVER

Your bicycle is not covered for:

1. Theft

- a) From any motor vehicle where **you** or someone acting on **your** behalf is not in the vehicle, unless the **bicycle** had been stored out of sight, the vehicle's windows and doors closed and locked, and all security systems have been activated;
- b) From any convertible or soft topped vehicle where the roof is not securely in place;
- c) If left on any motor vehicle roof, bonnet or boot unless **you** or someone acting on **your** behalf is inside the vehicle;
- d) From any building, land or premises unless violence and force, resulting in damage to the building or premises, was used to gain entry or exit;
- e) By a person or persons to whom the **bicycle** has been entrusted unless that person or persons belong to **your immediate family**;
- f) If the **bicycle** has been left away from **your insured location** for more than 12 hours at any one time.
- g) Where the **bicycle** has been left **unattended** when it is away from the **insured location** unless it has been locked to an **immovable object** with an **approved lock**;
- h) Where **precautions** against theft have not been taken;

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2. **Damage caused by:**
 - a) **You** or **your immediate family** deliberately damaging or neglecting the **bicycle**;
 - b) **You** not following the manufacturer's instructions;-
 - c) Routine servicing, inspection, maintenance or cleaning;
 - d) The use of accessories.
3. **Repair or other costs for;**
 - a) Routine servicing, inspection, maintenance or cleaning;
 - b) Repairs carried out by persons not authorised by **us**;
 - c) Wear and tear or gradual deterioration of performance.
4. Any kind of damage whatsoever unless the damaged **bicycle** is provided for repair.
5. Any expense incurred as a result of not being able to use the **bicycle**.
6. Damage to accessories of any kind unless fitted to **your bicycle** at the time of the incident.
7. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped in power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
8. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense), caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
9. Any direct or indirect consequence of :
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
10. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or direction and manipulation of such hardware.

For the purposes of this Policy Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

11. Any other costs that are directly or indirectly caused by the events which led to **your** claim unless specifically stated in this policy.

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12. Liability of whatsoever nature arising from ownership or use of the **bicycle**, including any illness or injury resulting from it.
13. Value Added Tax (VAT) where **you** are a business that is registered with HM Revenue and Customs for VAT and can claim the VAT back.
14. Delay, confiscation, nationalisation or detention by Customs or other government or public authority;
15. Depreciation or of any kind;

CONDITIONS AND LIMITATIONS

1. The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract and disputes arising from it will be governed by the laws of the Republic of Ireland and Irish Courts will have jurisdiction to hear any disputes.
2. This insurance only covers **bicycles** bought and used in the Republic of Ireland.
3. The **bicycle** must be in full working order and in **your** possession when the policy is started, and **you** must have a valid proof of purchase which must include the make and model of the **bicycle**, the price **you** paid, and the address of the supplier.
4. **You** must provide **us** with any receipts, documents or proof of purchase that **we** may request.
5. **You** cannot transfer the insurance to someone else or to any other **bicycle** without **our** written permission.
6. **You** must take **precautions** to prevent any damage.
7. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
8. If **your bicycle** was purchased more than 30 days before the start date of this insurance, cover excludes any incident of theft, **accidental damage** or breakdown, giving rise to a claim, for the first 30 days from the policy start date.
9. If **you** change the **bicycle** that **you** have insured with **us** cover excludes any event giving rise to a claim for the period of 30 days after **you** notify **us** of the change of **your bicycle**.
10. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
 - a) supply accurate and complete answers to all the questions **administrator** may ask as part of **your** application for cover under the policy;
 - b) to make sure that all information supplied as part of **your** application for cover is true and correct;
 - c) tell the **administrator** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

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CLAIMS PROCEDURE

1. You must:
 - Notify the **claims agent** on 0180 22220 as soon as possible but in any event no later than 28 days after any incident likely to give rise to a claim under this insurance;
 - Report the theft of any **bicycle** to the Police within 24 hours of discovery and obtain a crime reference number in support of **your** claim;
 - Provide **us** with receipts for any **approved locks** used in support of any theft claim or if the receipt is not available to **you** must provide the remains of the damaged **approved lock**.
 - Provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the damage including but not limited to household insurance. Where appropriate a ratable proportion of the claim may be recovered direct from these **Insurers**.
2. If **we** replace **your bicycle** the damaged or stolen item becomes **ours**. If it is returned or found **you** must notify **us** and send it to **us** if **we** ask **you** to.

To help **us** improve **our** service **we** may record or monitor telephone calls.

UK General Insurance Ltd are an **insurers** agent and in the matters of a claim act on behalf of the **insurer**.

FRAUD

We take a robust approach to fraud prevention in order to keep premium rates down so that **our** customers do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, the right to any benefit under this insurance will end, the policy will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

To prevent fraud, **insurers** sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between **insurers**.

CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** Agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing **your** Agent, however no refund of premium will be payable.

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The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance, providing no claims have been made or are pending.

Our right to change the cover or price

You will receive at least two months written notice if **we** decide or need to change **your** policy cover or the price of **your** insurance for any of the following reasons:

- To make minor changes to **your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the **insurer** or **your** policy;
- To reflect changes to taxation applicable to **your** policy;
- To reflect increases or reductions in the cost (or projected cost) of providing **your** cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which **we** as part of **our** pricing policy have assumed or projected will be made under this insurance product,
- To cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
- To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise **you** within 30 days of the change having been made if the change is favourable to **you**.

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COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this Insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

COMPLAINTS REGARDING SALE OF THE POLICY

The Complaints Manager, UK & Ireland Insurance Services (Online) Limited, The Stables, Old Co-Op Yard, Warwick Street, Manchester, M25 3HB.

Tel: 0044 161 772 3382

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

COMPLAINTS REGARDING CLAIMS

Cunningham Lindsey, PO Box 76, Cardiff, CF11 1JX.

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05396D.

If **your** complaint about **your** claim cannot be resolved by the end of the next working day, Cunningham Lindsey will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln Place, Dublin 2

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

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.

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COMPENSATION SCHEME

UK General Insurance (Ireland) Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

COMPENSATION

Please note that in the event of UK General (Ireland) being unable to pay a claim, You may be entitled to compensation from the Insurance Compensation Fund in Ireland.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

CLAIMS & UNDERWRITING EXCHANGE REGISTER (CUE)

We may use **your** personal information to prevent crime. In order to prevent crime **we** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers. Including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.