



INSURANCE BOOKLET



## CYCLEPLAN COVER SUMMARY

This Insurance Booklet is operative for Insurances starting or renewing from 1st February 2015 and replaces any Insurance Booklet previously issued to you.

This section of the Insurance Booklet is a summary of the terms of the Insurance and does not contain the full terms of the policy which can be found further within the Insurance Booklet.

### Name of the Underwriter

Certain Underwriters at Lloyd's.

### Type of Insurance and Cover

This Insurance can provide cover for the following. Please refer to your Insurance Schedule for details of the cover applicable to you as the insured person:

- Section 1. Bicycles and Accessories
- Section 2. Public Liability
- Section 3. Personal Accident
- Section 4. Replacement Cycle Hire

### Features and Benefits

- Section 1. Provides cover for theft, accidental and malicious damage to your Bicycle and theft and accidental damage to Accessories up to the limit defined in your Insurance Schedule.
- Section 2. Provides indemnity for accidental or mental injury, death, disease or accidental damage to any person, or third party property damage up to the limit defined in your Insurance Schedule.
- Section 3. Provides cover for bodily injury resulting in death, loss of limb, loss of sight, partial loss of sight or permanent total disablement up to the limit defined in your Insurance Schedule.
- Section 4. Provides indemnity for hire of a Bicycle following loss under Section 1 up to the limit defined in your Insurance Schedule.

### Key Exclusions or Limitations

- 1) Cover shall apply as defined under territorial limits in your Insurance Schedule.
- 2) Cover is only available to individuals who are non-professional cyclists and resident in the United Kingdom.
- 3) Section 1 shall not be covered if the policy general security requirements are not met.
- 4) Section 1 shall not cover any claim where evidence of ownership cannot be provided for the bicycle, accessories or approved lock.
- 5) Losses under Section 1 will be considered on an indemnity value basis unless the bicycle and/or accessories are less than 3 years old at the date of loss and provided they were new when purchased.
- 6) Section 1 shall not cover theft from your home unless the bicycle is kept inside the home and any security devices such as door locks are in operation and such theft shows evidence of forcible and violent entry or exit.
- 7) Section 1 shall not cover theft from any motor vehicle unless the bicycle is out of sight or secured through the frame and any quick release wheels by an approved lock to a roof or bicycle rack attached to the motor vehicle, showing evidence

of forcible and violent entry or exit, is securely locked and any security devices are in operation. We shall not cover theft from the motor vehicle between the hours of 9.00pm and 6.00am unless the vehicle is fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock. If category one or two is not factory fit it must be fitted by a member of the Vehicle Security Installation Board with evidence provided in the event of a claim.

- 8) Section 1 shall not cover whilst at home:
  - (a) theft from any private garage, private outbuilding or privately accessed shed, where the external doors do not meet the security requirements defined, or the bicycle is not secured through the frame and any quick release wheels by an **approved lock** to an **immovable object** within the building.
  - (b) theft from any underground car park or communal hallway where the bicycle has not been secured to an immovable object with an **approved lock** through the frame and any quick release wheels.

Such theft must show evidence of forcible and violent entry or exit and the remains of the lock or the lock key are provided.
- 9) Section 1 shall not cover theft, accidental or malicious damage of the bicycle whilst away from the home if left unattended for more than 12 hours at any one time. If the bicycle is left unattended, it will be covered if secured only to an immovable object by an approved lock through the frame and any quick release wheels, or locked within a cycle storage locker within the boundaries of a train station, bus station or coach station and will then be covered for up to 24 hours. Any access to the bicycle must be effected by forcible and violent entry.
- 10) Section 1 shall not cover the bicycle if left unattended within the boundaries of a train station, bus station, coach station or your permanent place of employment for more than 24 hours. It must be secured to an immovable object with an approved lock through the frame and any quick release wheels and such theft shows evidence of forcible and violent entry or exit.
- 11) Section 1 shall not cover tyres or fixed accessories unless the bicycle was stolen or damaged at the same time.
- 12) Section 1 shall not cover theft of bicycle or accessories if used for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers.
- 13) Subject to a Europe or Worldwide option being selected, we will not pay for any damage or theft of the bicycle and accessories in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
- 14) Section 1 does not cover theft of a bicycle from whom it is entrusted to, other than a member of your Family.
- 15) Section 2 is not available to persons aged under 16 and over 85.
- 16) Section 2 shall not cover any liability for bodily injury, loss or damage to any of your employees.
- 17) Section 2 shall not cover any liability for bodily injury, loss or damage arising out of the use, ownership or possession of motorised vehicles, aircraft, yachts, watercraft or other mechanically propelled vehicle not included within the definition of bicycle.

- 18) Section 2 shall not cover the use of the bicycle for trade or business purposes (excluding commuting to or from work), hire, reward, courier use or carriage of paying passengers.
- 19) Sections 1 and 2 may be subject to an excess. Please refer to your Insurance Schedule for details of the excess that applies to your insurance.
- 20) Section 3 shall not cover any accident unless directly resulting from the use of the bicycle and when not being used for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers.
- 21) Section 3 shall not cover accidental bodily injury to any person aged under 16 or over 85.
- 22) Section 3 shall not cover permanent total disablement benefit when over 65.
- 23) Section 3 shall not cover any accident resulting from suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger, any criminal act by you, an emotional or psychiatric illness or condition.
- 24) Section 3 shall not cover any broken bones.
- 25) Section 3 shall cover only one benefit in this section.
- 26) Section 4 shall not be covered if any costs cannot be validated with evidence of expenditure.

## Period of Insurance

The period of insurance as stated within your Insurance Schedule.

## Your Right to Cancel

If you decide that for any reason, this policy does not meet your insurance needs then please return it to the administrator within 14 days of issue. On the condition that no claims have been made or are pending, a full refund will be available.

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

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Making a Claim

Should you wish to make a claim under this insurance please contact:

### Woodgate and Clark Loss Adjusters

The Red House  
King Street  
West Maling  
Kent  
ME19 6QT

Tel: **+44(0)844 875 1562**

Fax: **+44 (0)844 875 1563** or

Email: **cycleclaims@woodgate-clark.co.uk**

## Our Complaints Procedure

If you have a complaint, please address it to:

Complaints Department, **cycleplan**, The Royals, Altrincham Road, Manchester M22 4BJ, telephone **+44 (0)8000 92 92 68** or email: **complaints@thejrwingroup.co.uk**.

If your dissatisfaction concerns a claim please also refer it to us at cycleplan. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA, telephone **+44 (0)20 7327 5693** or email **complaints@lloyds.com**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: **www.financial-ombudsman.org.uk** or contact us.

## Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Compensation

The Financial Services Compensation Scheme (FSCS) provides compensation in case any FCA authorised company goes out of business or into liquidation and are unable to meet any valid claim under their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **+44 (0)800 678 1100** or **+44 (0) 20 7741 4100** or by visiting **www.fscs.org.uk**.

## Statement of Demands and Needs

This policy provides Bicycle Insurance and is suitable to meet the needs of those persons requiring insurance for:

Bicycle and Accessories

Public Liability

Personal Accident

Replacement Bicycle Hire

as detailed in the Insurance Schedule and Insurance Booklet.

**cycleplan** Insurance is usually renewable on an annual basis.

## CYCLEPLAN INSURANCE

Effected on behalf of Certain Underwriters at Lloyd's ('The Underwriters', hereinafter referred to as "us", "we" or "our") by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

In witness whereof this insurance has been signed at the place stated and on the date specified in the Insurance Schedule by JRW Group Services Ltd.



Authorised Signatory  
JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

We must draw your attention to a number of important features of this Insurance:

### IMPORTANT FEATURES:

**Insurance Booklet:** You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

**Conditions, Exclusions and Warranties:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions, conditions and warranties will apply to the whole Insurance.

**Limits:** All sections have limits on the amount we will pay under that section. Some sections also include inner limits for example for one item.

**Excesses:** Claims under certain sections will be subject to an Excess. Where there is an Excess, you will be responsible for paying the first part of a claim.

**Reasonable Care:** You are required to take all reasonable care to protect yourself and your Property and to act as though you are not insured.

**Complaints:** This insurance includes a complaints procedure which tells you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:** This Insurance Booklet contains a 'cooling off' period as detailed in 'Your right to cancel'.

**Residence:** includes any outbuildings such as garages, shed's and other storage areas.

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

This Insurance is governed by the law of England and Wales, unless you and we have agreed otherwise. If you would like more information, you should ask the person providing the insurance, particularly if you feel the insurance may not meet your needs.

### PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet your requirements please return it within 14 days from receipt of documentation.

Please note that this Insurance is only available to individuals who are non-professional cyclists and resident in the United Kingdom.

## DEFINITIONS

The following words will have the same meaning wherever they appear in this Insurance Booklet unless otherwise stated:

### Abandonment

When a bicycle is left in a location other than **your home** for more than 12 hours at any one time or at a train station, bus station, coach station or your permanent place of employment for more than 24 hours at any one time.

### Accessories

Equipment added or fixed to the bicycle in addition to the manufacturers original specification, including helmets, shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, wetsuits, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, cycle luggage, cycling tools, cycling armour & guards, locks. This excludes fixed accessories required for the mechanical functioning of the **bicycle**.

### Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

### Accidental Damage

Damage caused to the **bicycle** accidentally by violent and external means, including vandalism.

### Administrator

JRW Group Services Ltd (JRW) trading as **cycleplan**, The Royals, Altrincham Road, Manchester, M22 4BJ.

### Approved Lock

A nominated lock which is specified in the 'Sold Secure' list of cycle locks or any Thatcham approved lock which is appropriate to the **insured value** of the **bicycle**.

**Insured value** under £500 require a Thatcham approved or Sold Secure Bronze rated lock;

**Insured value** under £1000 require a Thatcham approved or Sold Secure Silver rated lock;

**Insured value** under £1500 require a Thatcham approved or Sold Secure Gold rated lock;

**Insured value** over £1500 require a Sold Secure Gold rated lock.

## Bicycle

Any **bicycle** plus any fixed **accessories** which are **your** property and for which **you** are legally responsible. Including tricycle, tandem, trailer cycle, unfaired recumbent tricycle or push scooter. The **bicycle** must be driven by human pedal power or electric battery with an output not exceeding 250w/15.5 mph.

## Bodily Injury

Identifiable physical injury or death.

## Claims Administrator

**cycleplan** Claims Department, Woodgate & Clark Loss Adjusters, The Red House, King Street, West Malling, Kent ME19 6QT

**Tel: +44 (0)844 875 1562**

**Email: cycleclaims@woodgate-clark.co.uk**

## Competition

An organised contest from which a winner is selected.

## Endorsement

Any terms and conditions made separately to the terms of the **policy** and specified on **your Insurance Schedule**.

## Europe

Up to 30 days in the European Union during any one trip to a maximum of 90 days per year and the cover is shown on **your Insurance Schedule**.

## Evidence of ownership

Original sales purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is not limited to bank/credit card statement, dealer valuation including a photograph of the **bicycle**. The evidence should clearly show date, price paid and details of the **bicycle, accessories** and **approved lock**.

## Excess

The amount that **you** must bear as the first part of any agreed claim as specified on **your Insurance Schedule**.

## Family

Parents, spouse, partner, son, daughter or siblings (aged over 16 years) that permanently live with **you**.

## Forcible and Violent Entry or Exit

Evidence of visible damage to the fabric of the building or motor vehicle where entry or exit was gained.

Damage caused to an **immovable object** or **approved lock**.

## Home

Location stated in **your Insurance Schedule** where **your bicycle** is usually kept and must be one of the following:

- A house of standard construction built of brick, stone or concrete with a slate, tiled or multi layered roof.
- A privately accessed brick, stone or concrete outbuilding or garage with a slate, tiled or multi layered roof which is attached to or within the boundaries of a private dwelling house.
- An underground car park situated beneath **your** main residence which can only be accessed by private residents.

- A privately accessed wooden shed which is securely locked at all times.
- A self contained flat or communal hallway within a building of standard construction built of brick, stone or concrete with a slate, tiled or multi layered roof which **you** permanently reside.
- Any temporary residence such as **your** holiday **home** or a guest house, boarding house, hotel, motel in which **you** are a resident for up to 28 days.
- A self contained lockable private room within the halls of residence.
- Any other address that **you** reside at for more than 28 days in any one year may be covered provided **you** advise the **administrator** and they accept by an **endorsement**.

## Immovable object

- Solid object fitted onto or into concrete, stone, brick or metal which is not capable of being undone, removed with, or lifted under or over the **bicycle**.
- A purpose built **bicycle** or roof rack which is fitted securely to a motor vehicle.
- At train stations, a bicycle rack provided by the train station specifically for the purpose of securing **bicycles** within the jurisdiction of the transport police.
- At campsites, a solid part of a caravan or temporary holiday home which is not capable of being undone, removed with or lifted under or over the **bicycle**.

## Indemnity Basis

For **bicycles** over 3 years old a deduction will be made for wear and tear.

## Indemnity Value

The value of the article immediately prior to loss or damage.

## Insurance Schedule

The **Insurance Schedule** issued to **you** including any **endorsements**.

## Insured Value

The amount stated in **your Insurance Schedule**.

## Loss of limb

The physical separation of a hand above the wrist and a foot above the ankle.

## Loss of sight

The total and irrecoverable **loss of sight** in an eye.

## Malicious Damage

The intentional damage caused by a third party.

## New For Old

**We** will pay the cost of a comparable replacement for the lost or damaged **bicycle** and **accessories** providing the article was new at the time of purchase and the **bicycle** and **accessories** is no more than 3 years old.



## Policy

The **Insurance Schedule** and any **endorsements**.

## Permanent total disablement

A disability that lasts longer than 12 months which entirely prevents **you** from attending any business or occupation of any kind and at the end of that period being beyond any hope of improvement.

## Territorial Limits

**United Kingdom, Europe** or **Worldwide** as stated in **your Insurance Schedule**.

## Theft

Unauthorised taking, keeping or using of the **bicycle** by another person with the intention of permanently depriving **you** of it.

## United Kingdom (UK)

England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland.

## United Kingdom Resident

Means domiciled in the **U.K.**

## We/Us/Our/Insurer

Certain Underwriters at Lloyd's.

## Worldwide

Up to 45 days **Worldwide** during any one period of insurance and where the cover is shown on **your Insurance Schedule**.

## You/Your

The insured person/persons named on the **Insurance Schedule** who is a **United Kingdom Resident**.

## DETAILS OF COVER

### SECTION 1 – BICYCLES AND ACCESSORIES

Where **you** have paid the appropriate premium and **bicycles** and **accessories** cover is shown on **your Insurance Schedule** you are covered for:

- **Theft of your bicycle** from **your home**.
- **Theft of your bicycle** while away from **your home**.
- **Theft of your bicycle** from a motor vehicle.
- **Accidental damage to your bicycle**.
- **Malicious damage to your bicycle**

**We** agree to pay for repair or replacement, up to the limit stated in **your Insurance Schedule**, of the **bicycle** owned by **you** (not hired, loaned or entrusted to **you**), that has been stolen or sustained **accidental damage** or **malicious damage**.

**We** will pay for the cost of replacement as new providing the damaged **bicycle** was not more than 3 years old at the date of loss and provided it was new when **you** purchased it. If the **bicycle**

was more than 3 years old or was not new at the time of purchase, then **we** will deal with the claim on an **indemnity basis**.

**We** reserve the right to specify a supplier of **our** choice for the repair or replacement of the **bicycle** or at **our** discretion offer cash settlement to the **indemnity value** of the replacement **bicycle**.

Cover is extended to include **theft** from **your home** and **accidental damage to accessories** where **you** have paid the appropriate premium and **accessories** cover is shown on **your Insurance Schedule**.

## What is not covered:

1. Any applicable **excess**.
2. **Theft** of the **bicycle** unless substantiated by **evidence of ownership**.
3. **Accidental damage to accessories** where **accessories** cover is not shown on **your Insurance Schedule**.
4. **Accidental damage to accessories** unless substantiated by **evidence of ownership**.
5. **Accidental damage to accessories** unless accompanied by **accidental damage** to the **bicycle**.
6. **Theft of accessories** where **accessories** cover is not shown on **your Insurance Schedule**.
7. **Theft** from **your home** unless:
  - a. The **bicycle** is kept inside the **home** and any security devices such as door locks are in operation.
  - b. **Theft** from the **home** involves **forcible and violent entry or exit**.
8. **Theft** at home from any private garage, private outbuilding, or privately accessed shed, where the external doors do not meet the security requirements defined, or the **bicycle** is not secured through the frame and any quick release wheels by an **approved lock** to an **immovable object** within the building. Such theft must show evidence of forcible and violent entry or exit and the remains of the lock or the lock key are provided.
9. **Theft** at home from any underground car park or communal hallway unless the **bicycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels substantiated by a sales purchase or till receipt, remains of the lock or the lock key.
10. **Theft, accidental damage** or **malicious damage** following **abandonment** or any unexplained **theft**.
11. **Theft** away from **home** unless the **bicycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels and unless at an organised **competition** where the **bicycle** is left in a bike rack being used at the **competition**, the **competition** option has been selected and the additional premium paid. Marshalls or similar officials must be on location at the bike rack areas.
12. **Theft** from any motor vehicle unless
  - a. The **bicycle** is completely out of sight or secured through the frame by an **approved lock** through the frame and any quick release wheels to a roof or bicycle rack attached to the motor vehicle.
  - b. The motor vehicle is securely locked and any security devices are in operation.
  - c. **Theft** is a result of **forcible and violent entry**.

13. **Theft** from any motor vehicle between the hours of 9pm and 6am unless:
  - the vehicle is fitted with a Thatcham category 1 alarm/ immobiliser or category 2 immobiliser or category 3 steering lock. If category one or two is not factory fit it must be fitted by a member of the Vehicle Security Installation Board with evidence provided in the event of a claim.
14. Loss or damage caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
15. Marring, scratching denting or any cosmetic change which does not impair the function of the **bicycle**.
16. Claims where the **bicycle** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
17. Any tyres or fixed **accessories** unless the **bicycle** was stolen or damaged at the same time.
18. **Theft** of a **bicycle** from whom it is entrusted to, other than a member of your Family.
19. **Theft** of the **bicycle** whilst being used for **competition**, including racing, unless the **competition** option has been selected, the additional premium paid for and the **endorsement** is shown on **your Insurance Schedule**.
20. **Theft** of the **bicycle** whilst outside the **UK** unless the **Europe** or **Worldwide** option has been selected, the premium paid for and the **endorsement** is shown on **your Insurance Schedule**.
21. Subject to a **Europe** or **Worldwide** option being selected, **we** will not pay for any damage or **theft** of the **bicycle** and **accessories** in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
22. **Theft** of a **bicycle** that is engaged for use in trade or business purposes (excluding commuting to and from work).
23. **Theft** or **malicious damage** where a crime reference number cannot be provided.
24. Unexplained **theft**.
24. **Accidental damage, theft** or **malicious damage** to any faired recumbent **bicycle**.

## SECTION 2 – PUBLIC LIABILITY

**We** will, up to the amount stated in **your Insurance Schedule**, become legally liable for:

Accidental bodily or mental injury, death or disease or **accidental damage** to any person or accidental third party property damage which arises from **your** use or ownership of a **bicycle** providing **you** are a **United Kingdom Resident**. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this **policy**.

This section does not cover:

1. An **excess** of £300 for each and every claim arising from damage to third party property.
2. An **excess** of £500 for each and every claim arising from third party injury.
3. If **you** are under 16 or over 85.
4. Property damage to any property belonging to **you** or is in **your** custody, care or control.

5. Liability where **you** are entitled to indemnity from another more specific source.
6. Non-compensatory payments when punitive, exemplary or aggravated damages are awarded against **you**.
7. Indemnity claims arising from war, terrorism or nuclear risks.
8. Any liability for **bodily injury**, loss or damage
  - a. To any of **your** employees.
  - b. Arising out of the use, ownership or possession of motorised vehicles, aircraft, yachts, watercraft or other mechanically propelled vehicle not included within the definition of **bicycle**.
  - c. Arising out of the use, ownership or possession of land or buildings, animals, firearms and weapons.
9. Any liability not involving the use of a **bicycle**.
10. Any liability arising from a contract where **you** would have been liable in any event.
11. Any liability whilst using the **bicycle** for **competition**, including racing, unless the **competition** option has been selected, the additional premium paid for and the **endorsement** is shown on **your Insurance Schedule**.
12. The use of the **bicycle** for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers.
13. **Bodily injury** or property damage occurring outside of the **territorial limits**.

## SECTION 3 – PERSONAL ACCIDENT

**You** are covered:

Up to the limit stated on **your Insurance Schedule** if at any time **you** are involved in an **accident** whilst using a **bicycle**, which shall solely and independently of any other cause, cause: **bodily injury**, which results in **your** death, **loss of limb**, **loss of sight** in one or both eyes as measured by the Snellen Scale, the partial **loss of sight** of one or both eyes as measured by the Snellen Scale or **permanent total disablement**. Partial **loss of sight** shall be deemed to be the loss of 50% or more of the vision in one eye.

This section does not cover:

1. Any **excess** specified in the **Insurance Schedule**.
2. Any **accident** unless directly resulting from the use of a **bicycle**.
3. Any **accident** outside of the **territorial limits** shown in the **Insurance Schedule**.
4. Accidental **bodily injury** to any person aged under 16 or over 85.
5. Any **accident** resulting from
  - a. Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
  - b. Any criminal act by **you**.
  - c. An emotional or psychiatric illness or condition.
6. Any broken bones
7. **Permanent total disablement** benefit when over 65.
8. Benefits if 180 consecutive days pass following the date of the **accident** before **your** death, loss or injury.
9. Only one benefit will be paid in this section.
10. Any benefits for death, loss or injury sustained whilst using

the **bicycle** for **competition**, including racing, unless the **competition** option has been selected, the additional premium paid for and the **endorsement** is shown on **your Insurance Schedule**.

11. Any benefits for death, loss or injury sustained when using the **bicycle** for trade or business purposes (excluding commuting to and from work), hire, reward, courier use or carriage of paying passengers.
12. Any benefits for death, loss or injury sustained whilst using the **bicycle** outside the **territorial limits** stated on the **Insurance Schedule**.

## SECTION 4 – REPLACEMENT CYCLE HIRE

**You** are covered for:

The reasonable cost of the hire of an alternative bicycle from an approved cycle dealer whilst awaiting the repair or replacement of **your bicycle** when the subject of an approved claim.

This section does not cover:

1. Any cost of hire which have not been agreed with **us** and where **our** prior authority has not been obtained.
2. Any costs which are greater than normal through an approved **bicycle** dealer.
3. Any costs which exceed the limit as specified on **your Insurance Schedule** for the term of **your** insurance.
4. Any costs which exceed the **bicycle indemnity value** or repair costs.
5. Any costs that cannot be validated with evidence of expenditure.
6. Any costs incurred by anyone other than **you**.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply

This certificate of insurance does not provide cover for any **accidental damage** or **theft** or any expenses of legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening though or in the consequence of:

- Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
- War, invasion, terrorism, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power.
- Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
- Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
- Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs

which have been prescribed by a registered doctor and not those prescribed for drug addiction.

- Engaging in any criminal act.
- Any claim where **evidence of ownership** cannot be provided for the **bicycle** or the **approved lock**.

## GENERAL SECURITY REQUIREMENTS

### General security requirements at the home

**Theft, Accidental / malicious damage** to the **bicycle** insured whilst at the **home** shall only be covered in circumstances where the **bicycle** is:

- a) kept inside and any security devices are in operation.
- b) Stored within a private garage, private outbuilding, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** and **you** have complied with the following security requirements:
  - all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock, or the **bicycle** must be secured through the frame and any quick release wheels by an **approved lock** to an **immovable object** within the building.
- c) at a **home** described as a communal hallway and communal outbuilding the **bicycle** must be secured through the frame and any quick release wheels by an **approved lock** to an **immovable object** within the building.

### General security requirements where the bicycle is away from the home

**Theft, Accidental / malicious damage** of the **bicycle** whilst away from the **home** shall only be covered in circumstances where:

- a) the **bicycle** is not left unattended; or
- b) the **bicycle** is left unattended, but secured to an **immovable object** by an **approved lock** through the frame and any quick release wheels or locked within a cycle storage locker within the boundaries of a train station, bus station or coach station and
- c) any access to the **bicycle** is effected by **forcible and violent entry**.
- d) the **bicycle** is not left unattended within the boundaries of a train station, bus station, coach station or **your** permanent place of employment for more than 24 hours and subject to (b) and (c).

### General security requirements for motor vehicles where the bicycle is in or on a motor vehicle

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

- a) All doors, windows and other openings of the motor vehicle and bicycle rack are left closed, securely locked and properly fastened.
- b) Access to the **bicycle** must have been effected by **forcible and violent entry**.
- c) Any security devices installed in the motor vehicle and bicycle rack are in operation and
- d) The **bicycle** is stored out of sight, or is secured through the frame and any quick release wheels by an **approved lock** to the roof or bicycle rack attached to the motor vehicle.



- e) If the **bicycle** is left in or locked on to the motor vehicle between the hours of 9pm and 6am the motor vehicle must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock, and if any such Category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of such must be provided in the event of a claim.
- f) When **you** are outside the **UK** where it is impossible to comply with the Thatcham security requirements, **theft** shall only be covered if the motor vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim.
- g) Any motor vehicle used must have valid motor insurance, and where applicable a valid MOT certificate and road tax.

## CONDITIONS

- **Consumer Insurance Act** – **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.
- **Reasonable Care** -**You** must take all reasonable care to prevent any **accidental damage, malicious damage, theft** or loss and keep **your bicycle** and the **home** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.
- **Subrogation** - In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation. **You** shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.
- **Under Insurance** - A proportionate reduction in any claims settlement will be made should **you** under insure (i.e. the **insured value you** have chosen is less than the **indemnity value of the bicycle**).

## CANCELLATION

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to the **administrator** within 14 days of issue. On the condition that no claims have been made or are pending, **a full refund will be available**.

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

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.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

The Underwriters shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## GOVERNING LAW

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **UK** in which **your** main residence is situated.

## CLAIMS

All claims must be notified to the **claims administrator** within 28 days of occurrence.

For any claims for **theft** or **malicious damage** you shall need to give notice as soon as **you** become aware, to the police. Failure to do so may result in the claim being rejected.

Within 30 days of notifying **us**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information, **evidence of ownership** and proofs which **we** may reasonably require.

In respect of public liability claims, **you** must send **us** any claim, writ or summons as soon as **you** receive it. Do not negotiate, pay or settle, admit or deny any claim without **our** written permission. **You** must also notify **us** in writing of any impending prosecution inquest or fatal **accident** enquiry.

### Claims Administrator:

Woodgate and Clark Loss Adjusters  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT

Tel **+44(0)844 875 1562**

Fax: **+44 (0)844 875 1563** or

Email: **cycleclaims@woodgate-clark.co.uk**

## COMPLAINTS

If you have a complaint, please address it to: Complaints Department, cycleplan, The Royals, Altrincham Road, Manchester M22 4BJ, telephone **+44 (0)8000 92 92 68** or email: **complaints@thejrwingroup.co.uk**.

If your dissatisfaction concerns a claim please also refer it to us at cycleplan. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you may refer the matter to the Complaints Department at Lloyd's, One Lime Street, London EC3M 7HA, telephone **+44 (0)20 7327 5693** or email **complaints@lloyds.com**.

It may be that you have access to the Financial Ombudsman Service if you are still not satisfied with Lloyd's response to your complaint. For further information on your eligibility please visit: **www.financial-ombudsman.org.uk** or contact us.

## 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.



The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 08000 92 92 68

**email:** [admin@cycleplan.co.uk](mailto:admin@cycleplan.co.uk)

[www.cycleplan.co.uk](http://www.cycleplan.co.uk)