

# **INSURANCE BOOKLET**





## Thank you for choosing Cycleplan.

Cycleplan is a trading name of JRW Group Services Ltd which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is uses it will be printed in bold type.

The next few pages give **You** a summary of the main policy benefits and terms and conditions, known as the **Policy** Summary (KeyFacts) and therefore does not contain the full terms which can be found further in this insurance booklet.

## **CYCLE PLAN SUMMARY**

## NAME OF THE UNDERWRITER

Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC.

## **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 (optional)
- Section 2 Public Liability (optional)
- Section 3 Personal Accident and Loss of Earnings (optional)
- Section 4 Replacement Cycle Hire (only available if Section 1 Bicycles and Accessories is selected)

## **STANDARD FEATURES AND BENEFITS**

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Bicycles and Accessories	<ul> <li>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.</li> <li>Cover is provided on a New for Old basis for any item which is less than 3 years old and was new at the time of purchase.</li> </ul>	<ul> <li>Please see 'What is not covered' in the Policy wording.</li> <li>Theft where the standard security requirements have not been met.</li> <li>Any claim where Evidence of Ownership cannot be provided for the Bicycle, Accessories or Approved Lock.</li> <li>Any item over 3 years old or not new at the time of purchase will be replaced on an Indemnity Basis.</li> <li>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.</li> <li>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</li> <li>Any Excess detailed within the Insurance Schedule.</li> </ul>
Section 2 Public Liability	Provides indemnity for mental injury, death, disease or <b>Bodily Injury</b> to any person or damage to third party property.	<ul> <li>Please see 'What is not covered' in the Policy wording.</li> <li>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.</li> <li>Liability for Bodily Injury, loss or damage to any of Your employees.</li> <li>This cover is not available to persons aged under 16 and over 85.</li> <li>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.</li> <li>Any Excess detailed within the Insurance Schedule.</li> </ul>

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 3 Personal Accident and Loss of Earnings	Provides cover for BODILY INJURY permanent disablement, physiotherapy, loss of income, broken bones, hospitalisation and emergency dental expenses	<ul> <li>Please see 'What is not covered' in the Policy wording.</li> <li>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.</li> <li>Any Accident whilst the Bicycle is 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</li> <li>Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.</li> </ul>
Section 4 Replacement Cycle Hire	<ul> <li>Provides indemnity for hire of Bicycle following a loss under section 1 (Bicycles and Accessories) up to the limit defined in Your Insurance Schedule.</li> </ul>	<ul> <li>Please see 'What is not covered' in the <b>Policy</b> wording.</li> <li>Any costs that cannot be validated with evidence of expenditure</li> <li>Any cost of hire which have not been agreed with <b>Us</b> and where <b>Our</b> prior authority has not been obtained.</li> </ul>

#### **PERIOD OF INSURANCE**

The Period of Insurance as stated in Your Insurance Schedule.

## **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.

#### YOUR RIGHT TO CANCEL

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

There after You may cancel the Policy at any time by informing Cycleplan however no refund of premium will be payable.

## **OUR RIGHT TO CANCEL**

We 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 or report an incident that could give rise to a claim under this insurance please contact:

- Telephone: +44 (0)800 112 4083
- Post: Cycleplan Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.cycleplan@davies-group.com

## **OUR COMPLAINTS PROCEDURE**

**We** are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Cycleplan
- If **You** still have cause for complaint then contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG

- If in the unlikely event that **Your** concerns have not been resolved, **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: RSA Customer Relations Team, PO Box 255, Wymondham, NR18 8DP or email crt.halifax@uk.rsagroup.com
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SR.

#### **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**

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

## CYCLEPLAN POLICY WORDING

Effected with Accelerate Underwriting Ltd on behalf of Royal and Sun Alliance PLC by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

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.

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

- This part of the document provides details of Your Policy and the terms and conditions that apply. The Policy is a legal contract between You and Us. The Policy wording and Insurance 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
- Your Policy is in two parts this Policy wording and the Insurance Schedule:

Policy	SCHEDULE
<ul> <li>Exactly what is covered and what isn't</li> <li>How to make a claim and how We will settle that claim</li> <li>Our obligations to You</li> <li>The terms and conditions You must comply with</li> </ul>	<ul> <li>The sections of the Policy that apply to you and the dates from which cover is in force</li> <li>The various limits and sums insured that apply to Your cover</li> <li>Any special terms that apply to Your Policy</li> <li>Your Premium</li> <li>Your Policy number</li> </ul>

**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 Insurance Schedule
- for the insurance period set out on the same Insurance Schedule.

Your part of the contract is:

- · You must pay the Premium as shown on Your Insurance 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.

## **CONTENTS**

Section	Page Number(s)
Welcome	2
Important Features	7
Claims	8
Important Information	10
Definitions	11
Section 1 - Bicycles and Accessories	14
Section 2 - Public Liability	16
Section 3 - Personal Accident and Loss	s of Earnings17
Section 4 - Replacement Cycle Hire	19
General Conditions	20
General Exclusions	21
Complaints Procedure	22

## **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 and Exclusions: Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions 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 Bicycle 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'.

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**.

## **CLAIMS**

## **HOW TO MAKE A CLAIM**

If an event giving rise to a claim under this Insurance occurs You shall:

- 1. Notify Davies Group as stated in 'How to make a claim' as follows:
  - a. Within 30 days of the date of the incident occurring
  - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of Your claim by either:

- Telephone: +44 (0)800 112 4083
- Post: Cycleplan Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim. cycleplan@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

#### **CLAIMS CONTROL**

- 1. If an event giving rise to a claim under this Insurance occurs You shall:
  - a. take immediate action to minimise the loss, destruction, damage, injury, illness or disease
  - b. pass every letter claim writ summons and process to **Us** immediately upon receipt.
- 2. **We** shall have sole control of all claims procedures and settlements.
- 3. No admission, offer, promise, payment, or indemnity shall be made or given by You or on Your behalf without Our written consent.
- 4. On the happening of an event which gives rise to a claim **We** or any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.
- 5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
- 6. No property may be abandoned to **Us** whether taken possession by them or not.
- 7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the Sum Insured or Limit of Indemnity **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

## **CLAIMS CONDITIONS**

These are the claims conditions **You** will need to keep to 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.

- 1. If an event giving rise to a claim under this Insurance occurs **You** shall:
  - a. ensure the Police are notified in respect of **Malicious Damage** &/or **Theft** incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
  - c. Where appropriate, **You** shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by **Us** or on **Our** behalf (at **Our** own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of **You**.
- 2. If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.
- 3. All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
- 4. In the event of claims in respect of Third Party Property Damage:
  - a. You shall substantiate that the damage occurred
  - b. The Claim shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
  - c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.

- 5. In the event of claims in respect of Personal Accident:
  - a. Written notice must be given to **Us** within 30 days (or as soon as reasonably thereafter) of becoming aware of any **Accident** which causes or may cause disablement or death within the meaning of this insurance and, if applicable, **You** must as early as possible, place yourself under the care of a duly qualified Medical Practitioner
  - b. If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated
- 6. Once **We** have accepted the claim for disablement **We** will pay benefits, at the completion of **Your** treatment and upon receipt of satisfactory evidence of **Your** Medical Expenses or return to work after Temporary Total Disablement
- 7. All Temporary Total Disablement benefits shall cease on Your death
- 8. The maximum weekly benefit shall not exceed 75% of **Your** income, less benefit from any other insurance or benefits paid to **You** by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon 75% of **Your** Income
- 9. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of disablement
- 10. During the currency of the claim **You** must continue to pay any relevant premium(s) and Insurance Premium Tax as originally stated in the **Insurance Schedule** if and when they fall due
- 11. Benefits shall not be payable for more than one of the events in the "Insurance Benefits" section in respect of the same occurrence
- 12. After the happening of any one of events in the "Insurance Benefits" section there shall thereafter be NO further liability under the Insurance in respect of **You**
- 13. Benefits shall not be payable under more than one of the events for disablement resulting from any further occurrence whilst there is an existing entitlement for benefits
- 14. Benefits shall not be payable unless **You** shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Practitioner
- 15. Benefits shall not be payable for any period after You have resumed cycling except for subsequent unrelated occurrences
- 16. Benefits shall not be payable for that part of the benefit payable under Loss of Income for which department of social welfare benefits or other benefits can be claimed
- 17. Benefits shall not be payable if **You** or **Your** dependents are entitled to receive any compensation or benefits as a result of the **Bodily Injury** suffered, from any source whatsoever
- 18. We will at Our own expense have the right and opportunity in case of death where it is not forbidden by law

## IMPORTANT INFORMATION

#### **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.

#### **KEEPING US INFORMED**

This policy is based on the information **You** have given **Us** about **Your** Business. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclosure all relevant information or makes a misrepresentation, **We** may void the policy or reduce the value of any claim payment.

## YOUR RIGHT TO CANCEL

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

There after You may cancel the Policy at any time by informing Cycleplan however no refund of premium will be payable.

## **OUR RIGHT TO CANCEL**

We 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.

#### **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.

#### **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.

## **DEFINITIONS**

This part of the Policy sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the Policy, Insurance Schedule and endorsements.

#### **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.

#### **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**

Injury to the body caused by accidental, violent, visible and external means.

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**.

## **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 first part or amount **You** will be responsible for paying in the event of a claim.

## **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 Cycleplan 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**

Value of **Bicycle** less a deduction for wear and tear.

## **Indemnity Value**

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

#### Insurance Schedule

Sets out the specific terms, values and Endorsements applicable to the cover and should be read together with the Policy.

#### **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.

## **Period of Insurance**

The period effective as detailed in Your Insurance Schedule.

## Policy

The policy wording (along with the Insurance Schedule) which forms part of the legal contract between You and Us.

## **Territorial Limit**

The territory detailed in **Your Insurance Schedule**. Where Europe is shown, then cover shall apply anywhere within the **United Kingdom** plus anywhere within the European Union up to a limit of 30 days, any one trip, subject to a maximum of 90 days in any one **Period of Insurance**.

If Worldwide is shown, then cover shall apply anywhere within the **United Kingdom** plus anywhere in the world up to a limit of 45 days in total, in any one **Period of Insurance**.

## **Theft**

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

## **United Kingdom**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## **United Kingdom Resident**

Means domiciled in the U.K.

## We, Us and Our

Royal & Sun Alliance Insurance PLC. St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

## You and Your

The person named in the Insurance Schedule who is a United Kingdom Resident.

## **SECTION 1 - BICYCLES AND ACCESSORIES**

Provides cover for Theft, loss or damage to Bicycles

#### WHAT IS COVERED

- 1. 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 4.
- Malicious Damage to Your Bicycle

Occurring within the Territorial Limits.

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. 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

- The amount of the Excess
- 2 Accidental Damage to Accessories where Accessories cover is not shown on Your Insurance Schedule
- Accidental Damage to Accessories unless substantiated by Evidence of Ownership 3.
- 4 Accidental Damage to Accessories unless accompanied by Accidental Damage to the Bicycle
- Theft of Accessories where Accessories cover is not shown on Your Insurance Schedule 5.
- Theft from Your Home unless:
  - 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
- 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
- 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
  - 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
  - The motor vehicle is securely locked and any security devices are in operation.
  - 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. Loss or damage of a **Bicycle** from whom it is entrusted to, other than a member of **Your Family**
- 19. Loss or damage 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. Loss or damage 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. Accidental Damage, Theft or Malicious Damage to 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. Accidental Damage, Theft or Malicious Damage to any faired recumbent Bicycle
- 25. Any claim where Evidence of Ownership cannot be provided for the Bicycle or the Approved Lock.

#### **GENERAL SECURITY REQUIREMENTS**

These are the general security requirements which **You** will need to keep to 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.

1. 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
- 2. 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
- 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 (2) and (3).
- 3. 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
- 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
- q. Any motor vehicle used must have valid motor insurance, and where applicable a valid MOT certificate and road tax.

## **SECTION 2 - PUBLIC LIABILITY**

Provides indemnity for mental injury, death, disease or **Bodily Injury** to any person or damage to third party property.

#### WHAT IS COVERED

We will indemnify You up to the limit stated in the Insurance Schedule (which is inclusive of all costs and expenses) against legal liability for accidental:

- 1. Mental injury, death, disease or **Bodily Injury** to any person
- 2. Damage to property belonging to others

which arisies from your use or ownership of a **Bicycle** within the Territorial Limits.

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**.

#### WHAT IS NOT COVERED

- 1. The amount of the Excess
- 2. Liability to any of your employees
- 3. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
- 4. Any property belonging to **You** or in **Your** care, custody or control
- 5. Any wilful, malicious or unlawful act
- 6. Liability where You are entitled to indemnity from another more specific source
- 7. Any liability arising from a contract or agreement unless You would have been liable in the absence of such contract or agreement
- 8. Punitive, exemplary or aggravated damages
- 9. Liability arising out of the ownership or use of land or buildings, animals, firearms or weapons
- 10. Liability directly or indirectly resulting from the pursuit of trade, business or profession
- 11. Liability arising out of the ownership, possession or use of motor vehicles, aircraft or watercraft
- 12. Liability arising out of the influence of intoxicating liquor or drugs
- 13. If You are under 16 or over 85
- 14. Any liability not involving the use of a Bicycle
- 15. 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**.
- 16. 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
- 17. **Bodily Injury** or property damage occurring outside of the Territorial Limits specified in the **Insurance Schedule**
- 18. In respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgement award or settlement wither in whole or in part.

## **SECTION 3 - PERSONAL ACCIDENT**

Provides cover for BODILY INJURY permanent disablement, physiotherapy, loss of income, broken bones, hospitalisation and emergency dental expenses.

#### **DEFINITIONS**

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

#### **BODILY INJURY**

Identifiable physical injury or death.

#### WHAT IS COVERED

If, at any time **You** are involved in an **Accident** whilst using a **Bicycle** within the Territorial Limits, **You** suffer a BODILY INJURY, which occurs solely, directly and independently of any other cause, then subject to the terms and conditions set out below, including in particular the exclusions, **We** shall pay the benefits as stated in **Your Insurance Schedule** subject to the applicable percentage detailed in insurance benefits below.

## Insurance benefits

- BODILY INJURY sustained by You which within 12 calendar months results in:
- The benefits payable will be the following percentage of the sum insured specified in the Insurance Schedule.

#### **Accidental Death**

Benefit		Percentage
•	Death of <b>You</b> aged 18 years and over	100%
•	Death of <b>You</b> aged less than 18 years	20%

## Permanent Disablement

· · · · · · · · · · · · · · · · · · ·	
Benefit	
Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot	100%
Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye	50%
Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot	25%
Total and permanent disablement (other than disablement in respect of eye(s), hand(s) and foot/feet), from engaging in or attending to any profession, business or occupation whatsoever provided always that the benefits shall not be payable until such disablement has continued for a period of 12 calendar months	100%

#### Physiotherapy

7			
	Benefit		
	Non National Health expenses incurred by <b>You</b>	75%	

• This insurance is subject to the Excess specified in the Insurance Schedule.

## Temporary total disablement

- The sum insured specified in the Insurance Schedule or 75% of earnings whichever is the less
- Total disablement from engaging in or attending Your usual profession, business or occupation. Insurance is only provided if You were
  engaged full time in that activity up to the time of the injury. Your entitlement to benefits under this section does not commence until
  after the expiry of the period of days specified in Your Insurance Schedule. The amount of benefit shall be lesser of the percentage of
  Net Income Lost specified in the Insurance Schedule and the maximum amount specified for this benefit in the Insurance Schedule.
- The maximum benefit period is 52 weeks
- This insurance is subject to the Excess period specified in the Insurance Schedule.

#### **Broken Bones**

- The sum insured specified in the **Insurance Schedule** if as a result of having sustained BODILY INJURY **You** fracture one or more of the bones listed below which necessitates a cast applied by a hospital or clinic
- Arm (Humerus, Radius, Ulna) or Wrist (Carpals), Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella).

## Hospitalisation

The sum insured specified in the Insurance Schedule if, solely as a result of having sustained BODILY INJURY, You are required to stay
in hospital for a period in Excess of 24 hours from the time of the original admission following the Bodily Injury for a maximum of 25
days.

## **Emergency Dental Expenses**

• Up to the sum specified in the **Insurance Schedule** if, solely as a result of having sustained BODILY INJURY, **You** require emergency dental treatment to sound, whole teeth.

#### WHAT IS NOT COVERED

- 1. Any **Accident** unless directly resulting from the use of the **Bicycle**
- 2. 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
- 3. Any **Accident** whilst the **Bicycle** is 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**
- 4. Any pre-existing defect, infirmity or sickness at the time of an **Accident** or which has not been disclosed by **You** at the time of application for this Insurance and each renewal thereafter
- 5. **Your** engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern
- 6. All claims arising out of unreasonable failure to seek or follow medical advice
- 7. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments
- 8. Any medical or surgical procedure performed on **You** for any gradually developing bodily deterioration whatever the cause of that deterioration
- 9. If the injury arises from sickness, disease or disorder of any kind.

## **SECTION 4 - REPLACEMENT CYCLE HIRE**

Provides indemnity for hire of Bicycle following a loss under section 1 (Bicycles and Accessories).

## WHAT IS COVERED

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 under this policy.

## WHAT IS NOT COVERED

- 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 value of Bicycle immediately prior to the loss, or repair costs, whichever is the lesser
- 5. Any costs that cannot be validated with evidence of expenditure
- 6. Any costs incurred by anyone other than **You**.

## **GENERAL CONDITIONS**

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **Your** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

- 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
- 2. The due observance and fulfilment of all terms and conditions of this Insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this Insurance
- 3. You shall reimburse to Us any expenses not covered by this insurance, which are incurred by Us on Your behalf
- 4. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited
- 5. 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
- 6. 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**).

## **GENERAL EXCLUSIONS**

The following exclusions apply to the whole of this Policy. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any **Accidental Damage**, loss or **Theft** or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

- 1. Any act of fraud or dishonesty by You or anyone acting on Your behalf
- 2. War, invasion, acts of foreign enemies, hostilities (whether or not War has been declared), civil War, rebellion, revolution, insurrection, military or usurped power
- 3. Any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where **We** allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon **You**
- 4. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
- 5. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- 7. Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents
- 8. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or **Your** own criminal act, **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**
- 9. Failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date
- 10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
- 11. Any claims brought against the You in any country or jurisdiction outside of the United Kingdom
- 12. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
- 13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this Insurance
- 14. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
- 15. Loss due to confiscation, detention by Customs or other authority.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** 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.

## **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.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Cycleplan.

Step	Detail Control of the
1	If <b>You</b> have cause for complaint, then contact:
	The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG
	<ul> <li>A full copy of Accelerate Underwriting Ltd complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint.</li> </ul>
2	In the unlikely event that <b>Your</b> concerns have not been resolved, <b>Your</b> complaint will be referred to <b>Our</b> Customer Relations Team who will arrange for an investigation on behalf of <b>Our</b> Chief Executive. Their contact details are as follows:
	Post: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP
	Email: 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 8 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 8 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) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- · Website: 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.

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If We are unable to meet Our financial obligations You may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

Calls may be monitored and recorded for quality assurance purposes.



The Royals, Altrincham Road, Manchester M22 4BJ

Tel: 08000 92 92 68

email: admin@cycleplan.co.uk