



**Cycle Insurance**  
**Policy Wording**

## Contents

|  |    |
|--|----|
| Introduction                               | 3  |
| Definitions Sections 1 - 4                 | 4  |
| Definitions Section 5                      | 6  |
| Section 1 – Loss or Damage                 | 7  |
| Section 2 – Legal Liability                | 8  |
| Section 3 – Replacement Bike Hire          | 8  |
| Section 4 – Personal Possessions           | 9  |
| Section 5 – Personal Accident              | 9  |
| Policy Conditions                          | 10 |
| Claims Conditions                          | 11 |
| Policy Exclusions                          | 12 |
| Security Requirements                      | 12 |
| Condition Precedent                        | 13 |
| Cooling Off Period                         | 13 |
| Cancellation During Period of Insurance    | 13 |
| Peace of Mind                              | 14 |
| Data Protection                            | 14 |
| Contracts (Rights of Third Party) Act 1999 | 14 |
| Law Applicable to This Policy              | 14 |
| Language Used                              | 14 |
| How to Make a Claim                        | 14 |
| Our Service to You                         | 15 |

## Introduction

This policy wording, together with **Your** schedule and any **endorsement(s)** applied to **Your** schedule forms **Your** Cycle Insurance Policy and sets out the conditions of the contract of insurance between **You** and **Us**.

Please read **Your** policy wording carefully and keep it, together with **Your** schedule, in a safe place.

- **You** should understand what the insurance covers and does not cover
- **You** should understand **Your** duties under the insurance, as the Policyholder

Please contact Pro-Cycle Insurance if this policy wording is not correct or **You** would like to ask any questions.

The proposal form and declaration or statement of fact, whether verbal or written, is the basis of the contract.

## Definitions Sections 1 - 4

### Abandonment

Being left in a location other than the **Insured Location** or a train station for more than 12 hours at any one time.

### Accessories

Equipment added and fixed to the frame in addition to the items specifically listed on **Your Schedule** including trailers and passenger carrying trailers and not otherwise specifically excluded.

### Accident

A single and sudden, unexpected, unusual, specific event, external to the body, that happens by chance and could not have been expected, which causes visible and violent **bodily injury** that happens at an identifiable time and place during the **Period of Insurance**. It includes being exposed to severe or exceptional weather conditions.

### Accidental Damage

The sudden and unforeseen **Accidental Damage** to the **Bike** specified on **Your Schedule** not otherwise specifically excluded.

### Approved Lock

A silver or gold standard 'sold secure' approved bicycle lock; or  
Any other specified lock accepted by **Us** and specified in an Endorsement; or  
A lock, as listed in the Pro-Cycle Insurance approved lock list.

### Bike

Any cycle including tricycle and tandem, trailer cycle or push scooter powered by human pedalling and/or battery/charger which is not subject to the requirements of the Road Traffic Act and is specified on **Your Schedule**.

### Endorsement(s)

A change to the terms of the policy as shown under **endorsements** in the **Schedule**.

### Evidence of Ownership

Original purchase receipt showing the date, price paid, details of the **Bike** and **Approved Lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

### Excess

The amount **You** are required to pay as the first part of each and every claim made.

### Family/They

**Your** domestic partner, children, domestic staff and any other person all permanently residing with **You** and not paying a commercial rent.

### Forcible and Violent Entry

Entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry;

Damage caused to an **Immovable Object** or **Approved Lock**.

### Immovable Object

Any solid object fixed in or on to concrete or stone which is not capable of being undone, removed with, or lifted under/over the **Bike**;

A properly fixed motor vehicle roof rack or properly fixed vehicle bicycle rack;

At train stations, a bicycle rack supplied by the train station expressly for the purpose of securing bicycles and within the jurisdiction of the transport police.

### Insured Location

Locations as stated on **Your Schedule** where the **Bike** is usually kept unless specified in an **Endorsement** (see page 12 for security requirements at the **insured location**).

A brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof;

A privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof attached to or within the boundaries of a private house;

A self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof;

A self-contained lockable private room in the halls of residence in which **You** reside;

A communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **You** reside;

A brick, concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof within the boundaries of the building in which **You** reside;

A privately accessed wooden shed within the boundaries of the property;

Cover shall be extended to any temporary residence such as a holiday cottage, holiday home, guesthouse, hotel or like for a maximum period of 30 days at any one time during the **Period of Insurance**. Any other address that **You** reside at for in excess of 30 days in any one year may be covered provided **You** advise **Us** and **We** accept by an **Endorsement**.

#### **Material Fact(s)**

Any fact, information or change in circumstances which would have a bearing on **Your** cover or which may increase the possibility of theft or **Accidental Damage** covered by **Your** certificate of insurance.

#### **Period Of Insurance**

The period specified on **Your Schedule**.

#### **Personal Possessions**

This definition can be found within the **Personal possessions** section of this **Policy**.

#### **Premium**

The amount referred to as such on **Your Schedule**.

#### **Schedule**

The policy schedule issued to **You** and any **Endorsement** attaching to it.

#### **Sum Insured**

The amount set out on **Your Schedule**.

#### **Unattended**

Whilst the **Bike** is not being used or held by **You** or an adult who is entrusted with its safe keeping.

#### **Value**

The amount shown on **Your Schedule**, being the current equivalent replacement cost of **Your Bike**.

#### **We/Us/Our Insurer**

Arch Insurance Company (Europe) Limited, its staff and designated agents acting on behalf of Pro-Cycle Insurance.

#### **You/Your/Yourself**

The person named in the **Schedule** as the Policyholder, or other named persons as notified to and acknowledged by **Us** in writing.

## Definitions Section 5

### Accident

A single and sudden, unexpected, unusual, specific event, external to the body, that happens by chance and could not have been expected, which causes visible and violent **bodily injury** that happens at an identifiable time and place during the **Period of Insurance**. It includes being exposed to severe or exceptional weather conditions.

### Bodily Injury

Identifiable physical injury, caused directly and solely by an **Accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury) which results in an insured person's death or disability within 12 months of the date of the **Accident**.

### Family

**Your** domestic partner, children, domestic staff and any other person all permanently residing with **You** and not paying a commercial rent.

### Loss of Limb(s)

The permanent physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the permanent and total loss of use of a hand, arm, foot or leg.

### Loss of Sight

The permanent and total **loss of sight** which **We** consider as having happened:

- in both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning **They** can see at three feet what **They** should be able to see at 60 feet).

### Period of Insurance

The period specified on **Your Schedule**.

### Permanent Total Disability

Disability which entirely prevents an insured person from carrying out all parts of their usual business or occupation for at least 52 weeks, and shows no signs of ever improving.

### Pre-existing Condition

A physical or mental disability, or ongoing or recurring medical condition (one that keeps coming back), which an insured person had, knew **They** were likely to have, or had symptoms of, before the **Period of Insurance** (unless **We** have agreed to provide cover in writing).

### We/Us/Our Insurer

Arch Insurance Company (Europe) Limited, its staff and designated agents acting on behalf of Pro-Cycle Insurance

### You/Your

The person or persons named in the **Schedule** as the Policyholder.

## Section 1 – Loss or Damage

The schedule will state whether this section is insured or not insured.

### WHAT IS COVERED

We will pay for Loss or damage to **Your Bike**.

### WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections:

- 1) The amount of the **Excess** shown in **Your** policy **Schedule**;
- 2) Theft unless the security precautions have been complied with;
- 3) Theft when the **Bike** is locked to an **Immovable Object** by an **Approved Lock** unless the insured can produce a key and a receipt for the purchase of the **Approved Lock** demonstrating the make and model or the remains of the **Approved Lock** are provided in support of any claim;
- 4) Any tyres, fixed **Accessories** or removable parts unless the **Bike** is stolen or suffers **Accidental Damage**;
- 5) Theft when **Your Bike** is secured by a lock which is only approved for use with a **Bike** with a lower **Value** than **Your Bike**;
- 6) Theft when using the **Bike** for hire, reward, courier services or the carriage of paying passengers;
- 7) When **Accidental Damage** is sustained in transit when handed to a recognised transport provider unless the **Bike** is securely packaged and a receipt obtained;
- 8) Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **Bike**;
- 9) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction;
- 10) Failure to use or maintain the **Bike** in accordance with the manufacturer's instructions;
- 11) Faulty or defective design materials or workmanship or latent defect and defects in operation;
- 12) Loss or damage:
  - a) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
  - b) caused by chewing, scratching, tearing or fouling by **Your** domestic animals;
  - c) caused by rot, fungus, insects or vermin;
  - d) caused by any gradually operating cause or wear and tear;
  - e) arising from depreciation in **Value** or other loss, damage or additional expense following on from the event for which **You** are claiming, e.g. costs incurred in preparing the claim or loss of earnings following **Your bodily injury** or illness;
  - f) by mechanical or electrical breakdown or failure;
  - g) to any property solely used for the purpose of business, trade, profession or employment;
  - h) to computers or computer equipment by:
    - i. accidental loss, mislaying or misfiling of documents or records;
    - ii. viruses;
    - iii. contamination;
  - i) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable;
  - j) to property more specifically insured by any other policy.

## Section 2 – Legal Liability

The schedule will state whether this section is insured or not insured.

### WHAT IS COVERED

We will pay up to £2,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **You** or **Your Family** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **Period of Insurance** for accidental:

- i. death, **bodily injury** or illness of any person;
- ii. damage to material property not belonging to or in the custody or control of **You** or **Your Family** arising from the use of the **Bike**.

### Unrecovered Damages

- i. **We** will pay the amount of any award of damages made in **You** or **Your Family's** favour which:
- ii. is in respect of death, **bodily injury** or illness or damage to property of such nature that **You** or **Your Family** would have been entitled to a claims payment under **Personal Liability** had **You** or **Your Family** been responsible for the injury or damage;
- iii. is made by a court within the United Kingdom, Isle of Man or Channel Islands;
- iv. is still outstanding six months after the date on which it is made;
- v. is not the subject of an appeal.
- vi. **We** will not pay more than £2,000,000 in respect of any one award.

### WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections:

- a) The Legal liability to pay compensation or costs arising from:
- b) any business, trade, profession or employment;
- c) the transmission of any contagious disease or virus;
- d) any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man;
- e) **bodily injury** to any member of **Your Family** or to any employee;
- f) accidental loss of or damage to property belonging to or in the care, custody or control of **You** or any member of **Your Family** or of an employee.

## Section 3 – Replacement Bike Hire

The schedule will state whether this section is insured or not insured.

### WHAT IS COVERED

Replacement **Bike** hire worldwide.

**We** will pay for the reasonable cost of the hire of an alternative **Bike** from a recognised reputable **Bike** dealer whilst awaiting repair or replacement of **Your Bike** when the subject of an approved claim.

### WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections:

- a) When the costs of hire have not been agreed with **Us**;
- b) Where **Our** prior authority has not been obtained;
- c) Where the costs of hire are greater than a normal charge through a recognised supplier;
- d) Where the costs exceed more than £1,000 during any one **Period Of Insurance**;
- e) Where the costs are in excess of the **Bike Value** or repair costs;
- f) Where evidence of expenditure cannot be provided;
- g) Where costs are incurred by anyone other than **You**.



## Section 4 – Personal Possessions

The schedule will state whether this section is insured or not insured.

### WHAT IS COVERED

Damage to **Personal Possessions** belonging to **You** or **Your Family** (or that **You** or **They** are legally responsible for) and that are mainly used for private purposes. The **Personal Possessions** must be damaged at the same time as **Your Bike**.

### Definitions for Personal Possessions

**Personal Possessions** means clothes and articles of a strictly personal nature likely to be worn, used or carried and also, for example, MP3 players, mobile phones and sports equipment and includes video cameras, camcorders, binoculars and digital cameras. It does not include **Valuables** or **Money**.

**Valuables** means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

**Money** means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards.

### WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections:

#### Damage or loss:

- a) arising from the cost of remaking any film, disc, digital media or tape or the value of any information held on it;
- b) arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming;
- c) to plants or any living creature;
- d) to documents;
- e) which is specifically covered elsewhere in this **Policy**.

**We** will not pay more than £1,000 in respect of any one award.

## Section 5 – Personal Accident

The schedule will state whether this section is insured or not insured.

### WHAT IS COVERED

**We** will pay £10,000 if, during the **Period of Insurance**, **You** or **Your Family** suffers **bodily injury** following an **Accident** whilst riding on, mounting onto or dismounting from the **Bike**, and which results in any of the following:

- i. **Death** (**We** will also pay the **sum insured** for death if an insured person disappears, is not found within 52 weeks, and **We** receive enough evidence to assume that a **Bodily Injury** caused their death);
- ii. **Loss of Sight** in one or both eyes;
- iii. **Loss of Limb(s)**;
- iv. **Permanent Total Disability**.

Benefit under this section shall be payable to **You** or **Your** nominees, and shall be limited to a maximum of £10,000 per person.

### WHAT IS NOT COVERED

The following exclusions apply in addition to the General Exclusions Applicable to All Sections:

- a) The **Sum Insured** for any one event if death, loss or disability does not occur within 52 weeks of an **Accident**;
- b) Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression;
- c) **You** or **Your Family** taking part in a criminal act, civil commotion or riot of any kind;
- d) **You** or **Your Family** being under the influence of alcohol or drugs;
- e) Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery;
- f) Any **Pre-existing Condition**;
- g) Any injury which has arisen from or is traceable to or is caused by any gradually developing bodily deterioration;
- h) Cancellation, **Abandonment** or Postponement directly or indirectly arising from any communicable disease which leads to:
  - i. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
  - ii. any travel advisory or warning being issued by a national or international body or agency;and in respect of i) or ii) above any fear or threat thereof (whether actual or perceived).

## Policy Conditions

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### 1. Automatic reinstatement of cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **We** will automatically reinstate cover on **Your** replacement **Bike** upon confirmation from **You** of the new property to be insured without change to the renewal date. If the **Value** of **Your** replacement **Bike** is higher than the **Sum Insured You** will be asked to pay the proportionate additional **Premium**. Following a claim **We** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

### 2. Entitlement to policy benefits

The benefits detailed in this policy in respect of the insured **Bike** are only payable to the named policyholder and any claim may only be presented by the named policyholder.

### 3. False/Fraudulent claims

If **You** or anyone acting on **Your** behalf makes a claim under this certificate of insurance and know the claim is false or fraudulent in any way, the cover is void and the claim will not be paid, and all monies received by **You** or **Your** representatives, must be immediately repaid.

### 4. Important changes

The cover under this policy is based on information **You** have given **Us** and confirmed on **Your Schedule**. **You** must tell **Us** as soon as possible if any of this information changes, as **Your** cover will be affected and may be invalidated in the event of a claim.

### 5. Material facts

**You** should advise **Us** of any **Material Facts** about **Yourself**, in particular any previous events involving **Accidental Damage** or theft whether insured or not. In particular, **You** must tell **Us** about:

- a) previous convictions for any act of fraud, theft or dishonesty;
- b) where any special terms or conditions have been applied by previous insurers; or
- c) where **You** have been refused or declined cover by a previous insurer.

### 6. Other insurance

If at the time of any claim covered under this policy, **You** have any **other insurance** or guarantee which covers the same theft, **Accidental Damage**, loss or damage, **We** will only pay a rateable share of the claim. In respect of Public Liability cover under Section 2, no cover is available under this certificate of insurance if **You** or any specified individual member of **Your Family** named on **Your Schedule** have indemnity from any other source.

### 7. Reasonable care

**You** must take all **reasonable care** to prevent any **Accidental Damage**, theft or loss and keep **Your Bike** and the **Insured Location** 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.

### 8. 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.

### 9. Under insurance

A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the **Sum Insured You** have chosen is less than the **Value** of the **Bike**).

## Claims Conditions

**You** must comply with the following claims conditions to have the full protection of **Your** policy.

If **You** do not comply with them **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of any claim payment.

### The first thing you must do:

If **Your Bike** is lost, or theft or malicious damage is suspected, **You** must inform the police as soon as possible and obtain a crime or lost property reference number.

**We** recommend that **You** check **Your** policy cover. Check that the loss or damage is covered. This policy contains details of what is covered and how claims are settled.

### You should always:

- Contact **Pro-Cycle Insurance** by phone on + 44 (0) 1722 597988
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

### Claims process:

**We** will:

- i. Take details of the loss;
- ii. Arrange for an approved tradesperson to provide Us with an estimate;
- iii. Instruct an approved supplier to contact **You** if appropriate;
- iv. Where necessary, arrange for someone to call or contact **You** by phone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.

### What You must do after making Your claim:

- Tell **Us** and provide full details in writing as soon as possible if someone is holding **You** responsible for damage to their property or **bodily injury** to them and send to **Us** any writ, summons, letter of claim or other document;
- If requested, send written details of **Your** claim to **Us** within 30 days;
- Supply at **Your** own expense all supporting information, **Evidence of Ownership** and proofs which **We** may require.

### What You must not do:

- Admit or deny any claim made by someone else against **You** or make any agreement with them. **We** have the right to negotiate, settle or defend any such claim in **Your** name and on **Your** behalf and take possession of the property insured and deal with salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.
- Abandon any property to **Us**.
- Dispose of damaged items as **We** may need to see them.

### Basis of claims settlement:

At **Our** option, **We** will either:

- pay **You** the amount of **Your** claim (less any **Excess** and up to any limits which may apply); or repair, replace or reinstate the **Bike** as new.
- **We** will only choose to repair, replace or reinstate the damaged **Bike** if:
  - i. the work can be carried out in full within a reasonable timescale; and
  - ii. the **Sum Insured** for the property lost or damaged will cover the full cost of the necessary work;
- If **We** cannot replace or repair the **Bike**, **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied;
- **We** will not pay more than the **Sum Insured** shown on **Your** policy **Schedule** for each complete claim **You** make.

## Policy Exclusions

1. This policy does not cover any **Accidental Damage** or theft or any expense whatsoever or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in consequence of:
  - a) Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf;
  - b) Delay, confiscation, nationalisation or detention by Customs or other government or public authority;
  - c) Intentional causes at the direction of, or with **Your** knowledge;
  - d)
    - War or 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 of nuclear fuel;
    - The 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;
    - Wilful, self-inflicted injury or illness;
    - Suicide or an attempt to commit suicide;
    - Wilful exposure to danger, except in an attempt to save a human life;
    - Solvent abuse;
    - Being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction;
    - **You** engaging in any illegal or criminal act;
2. Any **Bike** not specified on **Your Schedule** as property insured;
3. Any liability in excess of the **Sum Insured**, or **Value**, whichever is the lesser;
4. Any **Bike** where **Evidence of Ownership** has not been provided;
5. Any additional claims costs resulting from supply of a **Bike** from outside the United Kingdom, when items are unavailable in the United Kingdom or delivery is required to addresses outside the United Kingdom;
6. Any **Bike(s)** (up to a maximum of three) with an individual or aggregate **Value** over £5,000 unless **We** have agreed cover, specified any applicable **Endorsements** and the cover is shown on **Your Schedule**;
7. Any claim arising out of cycling as **Your** occupation or profession;
8. Any claim where **You** have declared the use of an **Approved Lock** but have been unable to demonstrate that an **Approved Lock** was used.
9. **Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer 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.

## Security Requirements

### 1. At the insured location:

Theft of the property insured whilst at the **Insured Location** shall only be covered in circumstances where the **Bike** is:

- a) At an **Insured Location** as defined on page 4: A) house; C) flat; and D) room in a communal residence; the **Bike** is kept inside, any security devices are in operation and access to the **Bike** is effected by **Forcible and Violent Entry**;
- b) At an **Insured Location** as defined on page 4: B) private garage; and G) privately accessed wooden shed; access to the **Bike** is effected by **Forcible and Violent Entry** and **You** have complied with the following security requirements:
  - i. all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock, or
  - ii. the **Bike** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the building;
- c) At an **Insured Location** as defined on page 4: E) communal hallway; and F) communal outbuilding; the **Bike** must be secured through the frame by an **Approved Lock** to an **Immovable Object** within the building.

## 2. Away from the insured location:

**Accidental Damage** or theft of the **Bike** whilst away from the **Insured Location** shall only be covered in circumstances where:

- a) the **Bike** is not left **Unattended**; or
- b) the **Bike** is left **Unattended**, but secured to an **Immovable Object** by an **Approved Lock** through the frame; and
- c) any access to the **Bike** is effected by **Forcible and Violent Entry**;
- d) the **Bike** is not left **Unattended** within the boundaries of a train station for more than 24 hours and subject to 2(b) and 2(c).

## 3. Where the bike is in or on a vehicle:

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

- a) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;
- b) Access to the **Bike** must have been effected by **Forcible and Violent Entry**;
- c) Any security devices installed in the vehicle are in operation; and
- d) The **Bike** is stored out of sight, or is secured through the frame by an **Approved Lock** to the roof or bicycle rack attached to the vehicle;
- e) If the **Bike** is left in or locked on to the vehicle between the hours of 9pm and 6am the 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 United Kingdom where it is impossible to comply with the Thatcham security requirements, theft shall only be covered if the 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 vehicle used must have:
  - valid motor insurance;
  - a valid MOT certificate where applicable;
  - current road tax where applicable; and
  - all windows and locks that are capable of rendering the vehicle secure.

## Condition Precedent

The observance by the Insured of the terms of this policy and the truth to the best of his/her knowledge and belief the statements and answers in the applications and any supplementary declaration or statement shall be conditions precedent to any liability of the Insurer.

## Cooling Off Period

**You** can cancel this **policy** by contacting Pro-Cycle Insurance, Cross Keys House, 22 Queen Street, Salisbury, SP1 1EY within 14 days of either:

- the date **You** receive **Your** insurance **policy** or;
- the start of the **period of insurance**, whichever is the later.

If **You** have not made any claims during the "cooling off period", **We** will refund the **premium** paid to **Us**.

## Cancellation During Period of Insurance

**You** can cancel this **policy** at any time by contacting Pro-Cycle Insurance, Cross Keys House, 22 Queen Street, Salisbury, SP1 1EY.

**You** may be entitled to a refund of **premium** for the unexpired **period of insurance** provided that **You** have not made a claim during the **period of insurance**.

**We** can cancel this **policy** by giving **You** 30 days' notice in writing to **Your** last known correspondence address.

## Peace of Mind

Arch Insurance Company (Europe) Limited are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Information about the Compensation Scheme arrangements is available from:

FSCS: [www.FSCS.org.uk](http://www.FSCS.org.uk)

Pro-Cycle Insurance is a trading name of Barbarus Ltd who are registered in England & Wales under Company number 08693210 and are authorised and regulated by the Financial Conduct Authority under firm reference number 617848. Arch Insurance Company (Europe) Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Company is registered in England and Wales under registered no 4977362 and its registered office is at 6th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

## Data Protection

**You** should understand that any information **You** have provided will be processed by **Us**, 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 other parties.

## Contracts (Rights of Third Party) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Law Applicable to This Policy

Unless specifically agreed to the contrary in writing, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## Language Used

The English language will be used for all communications, the contractual terms and conditions and any other information **We** are required to supply **You** before and during the contract.

## How to Make a Claim

All claims correspondence relating to this Insurance should be addressed to:

Davies Group Limited,  
3rd Floor Telecom House  
Trinity Street, Hanley,  
Stoke on Trent,  
ST1 5NA  
Telephone: +44 (0) 344 856 2429

Please quote the **Policy** number shown in the **Schedule** in all correspondence. Written notice of a potential claim must be given as soon as practicable and in any event within 30 days after the occurrence of any event which may lead to a claim under this insurance. The Insured Person will supply without cost such certificates or evidence, which thereafter may reasonably be required. Where a fraudulent claim is made under any section within this insurance or where the Insured Person, Insured Person's legal representative or anyone acting on their behalf uses fraudulent means in order to attempt to claim under this insurance, the Underwriters will be under no liability in respect of such claims.

## Our Service to You

**Our** goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all of **Our** customer's problems promptly.

If **You** are disappointed with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to contact the Managing Director. **You** can write or telephone using the contact details below:

Managing Director  
Insignia Underwriting  
Cross Keys House  
22 Queen Street  
Salisbury  
SP1 1EY

Tel: 01722 597980  
Email: [admin@insigniaunderwriting.co.uk](mailto:admin@insigniaunderwriting.co.uk)

If however, **You** are not satisfied and have a complaint about **Our** service or a complaint regarding a claim, please contact:

Arch Insurance Company (Europe) Limited  
5<sup>th</sup> Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

Tel: 0207 621 4500  
Email: [complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

If **You remain** dissatisfied you may refer the matter at any time to the Financial Ombudsman Service, which is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 or 0300 123 0123 (mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

In all communications the certificate number appearing in the **Schedule** should be quoted. Referral to the Financial Ombudsman Service will not affect **Your** statutory rights.

Pro-Cycle Insurance

Cross Keys House

22 Queen Street

Salisbury

SP1 1EY

**T:** +44 (0) 1722 597988

**E:** [enquiries@procycleinsurance.co.uk](mailto:enquiries@procycleinsurance.co.uk)

**W:** [www.procycleinsurance.co.uk](http://www.procycleinsurance.co.uk)

Pro-Cycle Insurance is a trading name of Barbarus Limited registered in England & Wales under company number 08693210, and whose registered address is Epsilon House, West Road, Ipswich, IP3 9FJ. Barbarus Limited are authorised and regulated by the Financial Conduct Authority under firm reference number 617848.