



Cycle Insurance
Policy Wording

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Introduction

This policy wording, **schedule**, any **endorsements** applied and the statement of fact forms **your** insurance **policy**. This **policy** sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This **policy** does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this **policy**.

The **policy** relates ONLY to those sections of the **policy** which are shown in the **schedule** as being included.

Please note that **we** do not check any information provided by **you** and **we** rely on **you** to provide **us** with complete and accurate information. **You** must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to, or renew **your policy**. If you fail to do so, **your policy** may be void, or may be cancelled, or **your** claim may be rejected or not fully paid. If **you** are in doubt as to whether **you** have answered any questions completely and accurately, **you** should check **your** records rather than guess.

If **you** filled in a proposal form, **we** will send you a copy of it if **you** request it. If **you** did not fill in proposal form **you** should already have a copy of all the information **you** gave us. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

Please read the whole policy carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand the exclusions under each section and the general exclusions under the **policy** as a whole;
- **You** understand **your** own duties under each section and under the **policy** as a whole.

Please contact **Pro-Cycle Insurance** immediately if this document is not correct or if **you** would like to ask any questions.

This insurance is arranged by Pro-cycle Insurance Services, Pro-cycle Insurance is a trading name of Trinity Insurance Services Limited. Trinity Insurance Services Limited are authorised and regulated by the Financial Conduct Authority, register number 307068.

This insurance is underwritten by Arch Insurance (UK) Limited, who are authorised and regulated by the Prudential Regulation Authority and Financial Conduct Authority, register number 229887. The Financial Services Register, which includes details of all regulated firms, can be found at www.fca.org.uk/register or by calling 0800 1116768.

Cooling off period

You may cancel this **policy** within 14 days of **you** buying this **policy** or the day on which **you** receive the documents whichever is later.

We will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if we are unable to meet our liabilities under this **policy**. Further information can be obtained from the Financial Services Compensation Scheme at: 10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU. Tel: 0800 678 1100. Online: www.fscs.org.uk

Customer Service

Making a Complaint

We aim to provide a professional, first class service. If however, **you** are not satisfied and have a complaint about the service, sale or administration of **your policy** please contact:

Pro-Cycle Insurance, Cross Keys House 22 Queen Street Salisbury Wiltshire SP1 1EY.

Tel: 01722 597988.

Email: enquiry@procycleinsurance.co.uk

If **your** complaint is in respect of the handling of a claim or the cover provided please contact:

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ. Tel: 0207 621 4500

If **you** remain dissatisfied, **you** may refer 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, E13 9SR.

Tel: 0800 023 4567 (for landline users) 0300 123 9123 (for mobile users).

Email: complaint.info@financial-ombudsman.org.uk

In all communications the **policy** number appearing in the **schedule** should be quoted. Referral to the Financial Ombudsman. Service will not affect **your** statutory rights.

Data Protection Notice

In this notice **we, us** and **our** means Pro-Cycle Insurance and the insurers who underwrite **your policy** – each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, **policy** information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include sensitive personal data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give us false or inaccurate information this could give **us** the right to void **our** insurance **policy** with **you** or it could impact **your** ability to claim.

Security of **your** data is very important to **us**. **We** will ensure that **your** data is processed with appropriate security measures in place. **We** will collect and process data about **you** and any other persons insured under the **policy**, as necessary for performance of the **policy**, or at **your** request prior to entering into the **policy**, or in order to provide **you** with **our** services in accordance with **our** legitimate interests. These interests include but are not limited to administering **your policy**, improving **our** service, preventing financial crime, general risk modeling and analysis and transferring books of business.

In some circumstances, **we** may need to collect and use sensitive personal data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing. **You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

We will exchange data about **you** with other parties in order to provide **you** with and administer this insurance and any claims. This may include **your** intermediary (if **you** used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and **you** can obtain a copy of these by contacting **us** using the details below. **We** will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

We will not keep **your** data for longer than necessary. **We** will delete data about **you** within eight years after **your** cover ends, though for some types of insurance, **we** may be required to retain data for longer due to **our** legal or regulatory obligations.

You have the right to access a copy of **your** personal data held by **us** (and have this transferred to a third party) or request rectification of **your** personal data if it is inaccurate or incomplete. In certain circumstances, **you** also have the right to object to the processing of **your** personal data, to request erasure of **your** personal data or to restrict **our** use of **your** personal data. If you wish to exercise **your** rights about how **we** process **your** data, please write to

The Data Protection Officer, Pro-Cycle Insurance Services, Cross Keys House, 22 Queen Street, Salisbury, Wiltshire, SP1 1EY, or email enquiry@procycleinsurance.co.uk

Please advise **us** of as much detail as possible to enable **us** to deal with **your** request.

If **you** are not satisfied with the way **we** have managed your personal data, **you** may complain to the Information Commissioners Office. **You** can contact them by:

Visiting the website www.ico.org.uk/make-a-complaint or alternatively telephoning on 0303 123 1113.

Definitions Applicable to Sections 1 - 5

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

Sudden and unforeseen damage not otherwise specifically excluded.

Approved Lock

A silver or gold standard 'sold secure' approved bicycle lock; or
Any other specified lock accepted by **Us**.

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

The locations stated on **Your Schedule** where the **Bike** is usually kept unless specified in an **Endorsement** (see page 8 for security requirements at the **insured location**). 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**.

Period Of Insurance

The period specified on **Your Schedule**.

Policy

This **policy** wording, **schedule**, any **endorsements** applied and the statement of fact.

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 (UK) Limited.

You/Your/Yourself

The person named in the **Schedule** as the Policyholder and any other member of their **family** permanently living with them, or other named persons as notified to and acknowledged by **Us** in writing.

Additional Definitions Applicable to Section 5

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**.

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).

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 (UK) Limited.

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** occurring during the period of insurance, up to the **Sum Insured** stated in the policy **Schedule**.

WHAT IS NOT COVERED

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

- A. The amount of the **Excess** shown in **Your** policy **Schedule**;
- B. Theft unless the security requirements detailed below have been complied with;
- C. 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;
- D. Any tyres, fixed **Accessories** or removable parts unless the **Bike** is stolen or suffers **Accidental Damage**. Cover may apply under section 4, Clothing and **Accessories**;
- E. When damage is sustained in transit when handed to a recognised transport provider unless the **Bike** is securely packaged and a receipt obtained;
- F. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **Bike**;
- G. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction;
- H. Failure to use or maintain the **Bike** in accordance with the manufacturer's instructions;
- I. Faulty or defective design materials or workmanship or latent defect and defects in operation;
- J. Loss or damage:
 1. caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
 2. caused by chewing, scratching, tearing or fouling by **Your** domestic animals;
 3. caused by rot, fungus, insects or vermin;
 4. caused by any gradually operating cause or wear and tear;
 5. 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;
 6. by mechanical or electrical breakdown or failure;
 7. to any property solely used for the purpose of business, trade, profession or employment;
 8. to computers or computer equipment by:
 - a. accidental loss, mislaying or misfiling of documents or records;
 - b. viruses;
 - c. contamination;
 9. where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable;
 10. to property more specifically insured by any other **policy**.

Security Requirements

Cover for loss shall only be covered subject to the following:

- Loss from any house, flat or room in a communal residence involves forcible and violent entry or exit of the building;
- Loss from any private garage or outbuilding involves forcible and violent entry or exit of the building 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;
- Loss from any other location involves forcible and violent entry or exit of the building or the bike being secured to an **Immovable Object** through the frame by an **Approved Lock** to **Immovable Object**.

Section 2 – Personal 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** 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.

WHAT IS NOT COVERED

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

The Legal liability to pay compensation or costs arising from:

- a) any business, trade, profession or employment;
- b) the transmission of any contagious disease or virus;
- c) any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man;
- d) **bodily injury** to any member of **Your Family** or to any employee;
- e) accidental loss of or damage to property belonging to or in the care, custody or control of **You** 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 – Clothing and Accessories

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

WHAT IS COVERED

Accidental Damage to clothing and **accessories** belonging to **You** (or that **You** are legally responsible for) occurring during the **period of insurance**, up to the **Sum Insured** stated in the policy **Schedule**. The items must be damaged at the same time as **Your Bike**.

WHAT IS NOT COVERED

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

Any damage:

- 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) to clothing and accessories used for business purposes;
- f) which is specifically covered elsewhere in this **Policy**.

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

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** suffer **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;

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. Cancellation clause

* **You** may cancel this **policy** at any time by contacting **your** broker or insurance advisor. There will be no refund of premium if a claim is made relating to the **period of insurance** for which **you** have been covered;

• But otherwise a proportionate refund of premium paid will be made.

* **We** may cancel this **policy** by giving 14 (fourteen) days notice in writing where there is a valid reason for doing so. **We** will send **our** notice of cancellation to **your** last known postal address. Valid reasons for cancellation may include, but are not limited to:

• Where **you** are required in accordance with the terms of this **policy** to co-operate with **us** or give **us** such information, assistance or documents as **we** may reasonably require and **you** fail to do so in a way that materially affects **our** ability to deal with the claim, or **our** ability to defend **our** interests. In this event, **we** may issue a cancellation letter giving **you** 14 (fourteen) days notice and **we** may cancel **your policy** if **you** fail to co-operate with **us**, or give **us** the required information, assistance, or documents by the end of the 14 (fourteen) days cancellation notice period.

• Where **we** suspect fraud or dishonesty or exaggeration.

• Use of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

• A proportionate refund of **premium** paid will be made to **you** for the cancelled **period of the insurance**.

3. Contracts (rights of third parties) act 1999 clarification clause

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

4. Law applicable to this insurance

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this **policy** shall be subject to English Law.

5. 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.

6. 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.

7. Sanction Limitation and Exclusion Clause

We shall not provide any benefit under this **policy** to the extent of providing, payment of any claim or the provision of any benefit where doing so would breach any prohibition or restriction imposed under United Nations resolutions or the trade or economic sanction, law or regulations of the European Union, United Kingdom or United States of America.

8. 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.

9. 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

10. 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.

11. Under insurance

If the total value **your bike** at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example, if **your** sum insured only represents one half of **your bike** **we** will only pay one half of the cost of repair or replacement.

12. Other insurance

We will not pay any claim for more than **our** share of any loss, damage or liability which is also insured under another insurance **policy**, or would be insured if this **policy** did not exist.

Claims Conditions Applicable to This Policy

Your duties

In the event of a claim or possible claim under this insurance.

Please contact the Claims Centre on telephone 0345 258 7171, or email schemeclaims@archinsurance.co.uk

- 1) **You** must notify the Claims Centre as soon as possible giving full details of what has happened.
- 2) **You** must provide the Claims Centre with written details of what has happened within 30 days of the event. **You** must also provide any other information that **We** may reasonably require including proof of ownership and value.
- 3) **You** must inform the police as soon as possible following any loss, theft or where malicious damage is suspected.
- 4) **You** must immediately forward to the Claims Centre, if a claim for liability is made against **You**, any letter, claim, writ, claim form or other legal document **You** receive.
- 5) **You** must not admit liability, offer or agree to settle any claim without **Our** prior written permission.
- 6) **You** must retain damaged goods that are subject of a claim as **We** may require them for salvage/assessment.
If **You** fail to comply with any of the above duties this **policy** may become invalid.

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.

Fraudulent Claims

We may, at **our** discretion, void the **policy** (make it invalid) from the date of claim, or alleged claim, or **we** may not pay the claim if:

- i) a claim **you** have made to obtain benefit under this **policy** is fraudulent or intentionally exaggerated, or
- ii) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

General Exclusions Applicable to All Sections

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) Delay, confiscation, nationalisation or detention by Customs or other government or public authority;
 - b) Intentional causes at the direction of, or with **Your** knowledge;
 - c)
 - 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**;
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 claim arising out of cycling as **Your** occupation or profession, or where the **Bike** is used for hire reward, courier services or the carriage of customers;

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.

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