

cycleGuard
Serious cycle insurance



POLICY DOCUMENT



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Welcome to Guardcover

Thank you for insuring with us.

We have designed the cycleGuard policy to provide cover for a wide range of cyclists, including those who commute, ride for leisure, and take part in cycling events or races. Guardcover and cycleGuard are trading names of Thistle Insurance Services Limited.

Please take time to read **your** policy documents in full to make sure **you** understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** Insurance Schedule and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your policy is valid for the **period of insurance** as shown on **your** Insurance schedule.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

For all sections of cover apart from Section 2 – Legal Expenses cover, **your** Policy is arranged by Thistle Insurance Services Limited for Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. For Legal Expenses cover, your Policy is arranged by Thistle Insurance Services Limited for ARAG Plc on behalf of ARAG Legal Expenses Insurance Company Limited.

Your policy is based on the information **you** have given the **administrator**.

You should:

1. read it carefully to ensure:
 - a. **you** understand all details of the cover, and
 - b. it meets **your** needs;
2. check all details in **your** Insurance Schedule are correct;
3. tell the **administrator** as soon as possible if **you** think any of the above is not the case; and
4. keep **your** policy safe.

The **administrator** will endeavour to give any help or information **you** need with this insurance.

The **administrator** may monitor or record phone calls for training and to protect **you** and **us**.

Information you have provided to us – your responsibility

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given the **administrator**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy,
- b) To make sure that all information supplied as part of **your** application for cover is true and correct, and
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

If **you** become aware that **you** have given information that is inaccurate or has changed, **you** must inform the **administrator** as soon as possible.



If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless, **we** are entitled to:

- a) void the contract, refuse all claims, and
- b) retain the premiums paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **we** are entitled, if cover would not have been offered, to:

- a) void the contract, refuse all claims, and
- b) return the premiums paid.

If **you** submit a valid claim and it transpires that **you** have breached **your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **we** are entitled, if cover would have been offered but on different terms, to:

- a) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- b) reduce proportionately the amount to be paid on a claim if **we** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

“reduce proportionately” means that **we** need only pay on the claim X% of what otherwise **we** would have been under an obligation to pay under the terms of the policy (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

How to make a change to the policy

If **you** become aware that information **you** have given the **administrator** is inaccurate, **you** must inform the **administrator** as soon as reasonably practicable. If **you** need to change the information **you** have given the **administrator** because a mistake has been made or if that information changes at any time, please contact the **administrator** as soon as reasonably practicable on becoming aware of that mistake or change.

When **you** make a change to the policy or tell the **administrator** about a change to the information **you** have given the **administrator**, **we** or the **administrator** will write to **you** if **we**:

- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

You must tell the **administrator** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- Change of address
- Change of **bicycle**
- Change of security

This is not an exhaustive list and any changes **you** tell the **administrator** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact the **administrator**.



Contact the administrator

If **you** would like to discuss any aspect of **your** policy with the **administrator**, including if **you** want to cancel **your** policy, please call the **administrator** on **0333 004 3444** or contact the **administrator** by email at **support@guardcover.co.uk** or in writing to cycleGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB referencing **your** policy number.

How to make a claim

Our Claims teams are available Monday to Friday 9am – 5pm. If **you** need to make a claim, under Section 1 or 3 of this Policy, please call **0333 004 1999**. Claims can also be reported via **your** online portal 24/7, or **you** can contact the team at: **claims@guardcover.co.uk**.

If **you** want to make a claim under Section 2, Legal Expenses cover, **you** can obtain a claim form by calling **0330 303 1955** between 9am and 5pm weekdays (except bank holidays). Alternatively, a claim can be made online, or a claim form can be downloaded from **www.arag.co.uk/newclaims**.

Claims Conditions (applicable to Sections 1 and 3)

For claims, the **administrator** acts on **our** behalf as **our** agent. Claims in respect of **your insured items** are settled on the following basis:

- New for old;
- **Market value** on any cycle related clothing as detailed in the table below:

Up to 2 years old	Original purchase price
Up to 5 years old	75% of the original purchase price
Over 5 years old	50% of the original purchase price

On the happening of any event which may give rise to a claim it is a condition of this policy that **you** give notice as soon as reasonably possible, but in no event later than 30 days of **you** becoming aware to:

- the police in respect of any **theft**, vandalism or malicious damage; and
- **us** via submission of a claim form, available from **your** online account & emailed to **claims@Guardcover.co.uk**

In order to progress **your** claim as quickly as possible, **we** will need **you** to supply, at **your** own expense, full details of the claim in writing together with any supporting information (including damage assessments, local authority, medical and police reports), evidence of ownership and proofs which **we** may reasonably require.

We will not pay for any additional claims costs resulting from the supply of **insured items** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.

We have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of **your** insurance, to take and keep possession of any part or all the **insured items** and to deal with salvage in a reasonable manner; but **you** shall not abandon any **insured item** to **us**.

We do not share any responsibility for recovering any third-party claims costs or expenses.



Public Liability Claims

In addition, for public liability claims, it is a condition of this policy that:

1. **You** must send **us** any claim, writ or summons as soon as **you** receive it and in no event later than 14 days after receipt.
2. **You** do not negotiate, pay or settle, admit or deny any claim without **our** written permission.
3. **You** notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.
4. **You** accept and acknowledge that **we** are entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise.
5. **You** accept and acknowledge that **we** have full discretion in the conduct of any proceedings and in the settlement of any claim.

Cycling Legal Expenses Claims (applicable to Section 2 only)

- If **you** are involved in an accident which is not **your** fault, please report **your** claim as soon as possible.
- Under no circumstances should **you** instruct **your** own solicitor as **we** will not pay any costs incurred without prior agreement.
- Lines are open 24 hours a day, 365 days a year for claims reporting; please telephone **0333 000 7906**.
- **You** will be required to provide details of the accident and names and addresses of all parties involved including any witnesses.
- If the advisor believes the accident is not **your** fault, they will arrange for a legal expert to contact **you**, they will help claim back **your** losses and obtain compensation for any injuries.
- Ensure no contact is made with anyone else regarding claiming back **your** losses or compensation for personal injury until **you** receive further information.

All Claims (Applicable to Sections 1, 2 and 3)

So that **we** can ensure **you** receive as quick a resolution as possible to **your** claim, it is important that **you** provide as much information and assistance as **we** may reasonably require, substantiating any claim and where requested, providing proof of **your** identity prior to settlement of any claim.

Information required may include, but is not limited to, supporting information (including damage assessments, local authority, and medical and police reports), evidence of **value** and ownership and proofs which **we** may reasonably require.

Important if you are paying monthly: If **you** pay **your** premium by monthly instalments and a claim is made or is pending, **you** must continue to pay the instalments until the premium is paid in full.

Any claim where the damage to the **bicycle** deems it to be beyond economical to repair, and the insurer replaces the **bicycle**, the damaged **bicycle(s)** becomes the property of the insurer.

Accidental damage claims - for **accidental damage** claims **you** must be able to provide **your insured item** for inspection.



What to do if you have a complaint

We always aim to get things right first time and **we** are committed to ensuring that **we** achieve the highest level of service for **our** customers. If **you** feel this hasn't happened, **we** would like to hear about it so that **we** have an opportunity to put things right for **you** and to improve **our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

Where to start

If **you** wish to raise a complaint **you** can contact **us** by telephone, email or in writing using the details shown below, depending on the type of complaint.

To help **us** investigate and resolve **your** complaint, please provide the following:

- **Your** policy number
- Details of **your** complaint
- **Your** contact details and **your** preferred method of contact – these will help **us** should **we** need to discuss **your** complaint or require further information.

For complaints regarding the sale or service of your policy

Please contact:

cycleGuard
Thistle Insurance Services Limited
Southgate House,
Southgate Street
Gloucester GL1 1UB

Email: complaints@Guardcover.co.uk
Telephone: 0333 004 3444

What happens next?

We will promptly acknowledge **your** complaint and **we** will try to resolve **your** complaint immediately. If this is not possible, **we** will write to **you** within 5 days informing **you** whether further investigation is necessary.

In the event that **your** complaint has not been resolved within 4 weeks of its receipt, **we** will contact **you** again and provide an update; the reasons why and the further action **we** will take.

If following **our** investigation and response to **you**, **you** are not satisfied with the outcome or **we** do not complete **our** investigation within 8 weeks, **you** can refer **your** complaint to the Financial Ombudsman Services (FOS).

If **you** receive a final response letter from **us** and **you** are dissatisfied with the outcome and **you** want to contact the Financial Ombudsman Services (FOS) **you** must do so within 6 months of the date of **our** final response letter. Their contact details are shown below.

For complaints regarding a claim which is not a liability claim

Please contact:

Claims Department
Thistle Insurance Services Limited
Southgate House,
Southgate Street
Gloucester GL1 1UB

Email: claims@Guardcover.co.uk
Telephone: 0333 004 1999



What happens next?

For Complaints relating to cover under Section 1 and 3

If **you** have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling

6 Queen Street

Leeds

LS1 2TW

Tel: **0845 207 7453**

or landline if preferred: **0113 531 4496**

Email: **bspoke@kennedyslaw.com**

In all correspondence, please state that **your** insurance is underwritten by Bspoke Underwriting Ltd and quote **your** unique Policy number from **your** Policy Schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk

For complaints relating to Cycling Legal Expenses only

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact ARAG using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to ARAG's Customer Relations Department, where they will arrange to have it reviewed at the appropriate level. The Customer Relations team will also contact **you** to let **you** know that they are reviewing **your** complaint.

Alternatively, **you** can contact ARAG's Customer Relations Department directly; they can be contacted at

ARAG plc

Unit 4a, Greenway Court,

Bedwas,

Caerphilly CF83 8DW

Email: **customerrelations@arag.co.uk**

Telephone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

For **our** mutual protection and training purposes, calls may be recorded).

If ARAG are not able to resolve the complaint to **your** satisfaction, then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction.

Financial Ombudsman Service (FOS)

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

www.financial-ombudsman.org.uk



Authorisation & Regulation

The Insurer of Sections 1 and 3 of your policy is Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

This insurance is arranged by Thistle Insurance Services Limited and underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

ARAG Plc

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Thistle Insurance Services Limited (acting for Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited and for ARAG Plc on behalf of ARAG Legal Expenses Insurance Company Limited).

Thistle Insurance Services Limited is registered in England with company number 00338645 and registered office address is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm registration number 310419. Thistle Insurance Services Limited is part of the PIB Group.

Financial Services Compensation Scheme (FSCS)

If Watford Insurance Company Europe Limited cannot meet its obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



Law Applicable to this Contract

This policy is governed by English law.

Our Cancellation Rights

We may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of Premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions
- e) a change in **your** circumstances means that **we** can no longer provide cover
- f) where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- g) where **you** have misrepresented or provided false information to the questions asked **you** when purchased, renewed or amended **your** policy.

If **we** cancel **your** policy, **we** will provide a refund of **your** premium less a charge for the cover already provided, unless the reason for cancellation relates to General Conditions - Fraud or if a claim has been made or there has been an incident likely to result in a claim.

Your Cancellation Rights

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days **we** will provide a refund, less a proportionate charge for any cover already provided and the cancellation fee of £10. If a claim has been made or there has been an incident likely to result in a claim no refund of premium will be provided.

How you can cancel the policy

If **you** wish to cancel the policy at any time, please contact the **administrator** using the contact details listed in the "Contact the **administrator**" section above.

Important: If **you** pay for **your** policy by monthly instalments and a claim has been made or there has been an incident likely to result in a claim, **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full even if **you** wish to cancel the policy.

Your Representatives

We recognise that **you** may wish a representative to handle matters on **your** behalf. However, **we** may choose to treat any representatives and their actions and omissions as though they were **you**.

Others Covered Under Your Policy

All cover **we** provide to others under **your** policy is subject to the same terms, exclusions and conditions that apply to **you**, as much as possible.



Privacy Notice(s)

The privacy and security of **your** personal information is very important to **us**. Please see **our** Privacy Notice(s) at the end of this policy.

Thank you for choosing cycleGuard.

We hope **you** are pleased with **your** cover and the service that **we** provide.

The Guardcover Team



Here are the explanations of the key words **we** have used within **your** documentation. The key words are printed in bold type throughout this document and the meanings of these words are set out below.

- Accidental Damage** - physical damage caused by a sudden, unforeseen and unintentional event.
- Administrator** - Thistle Insurance Services Limited
- Bicycle(s)** - any cycle powered by human pedalling including **electrically assisted pedal cycle** (and any attached **replacement parts**) not subject to the Road Traffic Act.
- Cycle Accessories** - any accessories specifically designed for cycling. Excludes mobile or smart phones.
- Electrically Assisted Pedal Cycle** - A cycle powered by human pedalling and is assisted by an electrical motor with a maximum continuous rated power of 250W or lower and which cuts-off at a maximum unassisted speed of 3.7mph and a maximum pedal assisting speed of 15.5mph.
- Endorsement** - any additional terms and conditions specified on **your** Insurance Schedule.
- Excess** - the first amount of each valid claim which **you** must pay.
- Family** - any member of **your** family who permanently reside with **you** at the **insured location** and who live in the **United Kingdom** on a permanent basis as domiciled **United Kingdom** residents.
- Insured Item(s)** - all property included within **your sum insured** consisting of **your bicycle(s)**, **cycle accessories** and **replacement parts**.
- Insured Location** - where the **bicycle** is usually kept, which must also be **your** main residence, as stated in **your** Insurance Schedule, and as described below:
 - Private house - any location within the immediate private, property boundaries (e.g. directly connected private garden, building, shed or out-house) of the address stated in **your** Insurance Schedule.
 - Flat, apartment, or shared houses - the self-contained rooms in which **you** live including any directly connected private balcony or directly connected private garden area, plus any internal communal hallways on the same floor level as your main place of residence.
 - Communal cycle storage - a fully secure and fully enclosed residential compound specifically designed for parking **bicycles**; solely for the use of residents at the address of **your** insured location. The specific cycle storage area must only be accessible through a key or access-code operated entrance or exit.

Temporary residence - any secure holiday home, caravan/motorhome, guesthouse room or hotel room being used by **you** as a temporary travel residence.
- Lock Requirements** - the compulsory lock and security conditions that apply to any insured **bicycle(s)**.
- Market value** - the **value** of the **insured item(s)** being claimed for considering its age, type, and general condition immediately before the damage occurred.
- Period of Insurance** - the period, from the start date of **your** policy, as detailed on **your** Insurance Schedule.
- Pollution** - means:
 - a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:
 - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of terrorism, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
 - b) all loss, **accidental damage** or injury directly or indirectly caused by pollution or contamination as stated in a) above.



Pre-existing	– any medical condition or set of circumstances which you/your family have suffered from or received treatment for in the last 12 months including any disease, illness or injury for which you/your family are taking prescribed medication, where you/your family consulted a hospital specialist or for which you/your family needed inpatient treatment within the last 12 months.
Replacement Parts	– the replacement or additional component part(s) attached to any insured bicycle .
Sum Insured	– the amount set out on your Insurance Schedule representing the value of the insured item(s) covered by your policy.
Theft	– the unlawful taking of insured item(s) by way of: <ul style="list-style-type: none"> a) Unauthorised access to a vehicle, insured location or storage location; or b) Forcible and/or violent means, entry or exit at any location not listed under a).
Territorial Limits	– anywhere in the United Kingdom and up to 30 days in the European Union, in total, during your period of insurance .
Unattended	– any time that an insured item is not being used or held by you or a family member; or being looked after by an adult who is entrusted with its safe keeping.
United Kingdom	– England, Scotland, Wales and Northern Ireland.
Unoccupied	– an insured location that has not been lived in for more than 30 consecutive days.
Value	– the new replacement cost of an insured item (including VAT) from a reputable retailer.
We/Us/Our	– (i) In respect of all parts of this policy wording except Section 2 - Legal Expenses Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited (ii) In respect of Section 2 - Legal Expenses ARAG plc; who are authorised under a binding authority agreement to administer this insurance on behalf of the insurer.
You/Your	– the person named on your Insurance Schedule who lives in the United Kingdom on a permanent basis as a domiciled United Kingdom resident and has been living permanently in the United Kingdom six months prior to the purchase of this policy.



Important Information

Please remember that each area of cover is subject to the terms and conditions detailed throughout this Policy Wording and on **your** Insurance Schedule, including any **endorsements**.

Cover only applies if **you** are a permanent, domiciled resident of the **United Kingdom**.

We cannot cover any claim arising out of cycling that is part of **your/your family's** occupation, trade or profession (including, but not limited to: hire, reward, courier use or carriage of paying passengers).

Commuting to and from a place of work is covered and not excluded.

Security Requirements

All **bicycle(s)** must be left locked, as per the **lock requirements** below, when they are:

- Within **your insured location** and left in an open area. **Your bicycle(s)** does not need to be locked, at **your insured location**, when it is being stored in a fully enclosed and locked building or **bicycle** storage box;
- Within **your** internal communal hallway (as per the **insured location** definition)
- Within **your** communal cycle storage area (as per the **insured location** definition)
- Away from **your insured location** and being left **unattended** (not applicable when **you** have paid for the Race & Compete cover option, and it is shown on **your** Insurance Schedule; and the **bicycle** is in a designated transition area awaiting use or collection during an organised, competitive triathlon or duathlon event);
- Attached to a roof rack or **bicycle** rack. The roof rack or **bicycle** rack must be securely attached to a vehicle. All **bicycle(s)** that are in or on a vehicle must satisfy these requirements:
 - In the vehicle - the **bicycle** is out of sight and all doors, windows and other openings of the vehicle are left closed and locked; and any security features of the vehicle are in operation.
 - On the vehicle - the **bicycle** is secured, as per the **lock requirements**, to a roof rack or **bicycle** rack. The roof rack or **bicycle** rack must be securely attached to a vehicle.

All **insured item(s)** can only be left in a location other than **your insured location** for a maximum of 24 hours.

All **replacement parts** not attached and in use on **your bicycle** and any **cycle accessories** not being used must be stored out of sight and in a locked location or compartment.

There is no cover for **insured item(s)** within an **unoccupied insured location**.

Lock Requirements

The **bicycle** must be locked through the frame and to a fixed, immovable object that the **bicycle** cannot be lifted under or over. It must be locked using the lock type specified to the insured **value** of the **bicycle**, as shown in the table below (unless agreed by **us** and noted, by **endorsement**, on **your** Insurance Schedule):

Value of the bicycle	Lock type
£0 – £1,499	Any cycle specific lock
£1,500 – £2,999	Sold Secure bronze rated lock or above
£3,000 – £4,999	Sold Secure silver rated lock or above
£5,000 or above	Sold Secure gold rated lock



Details of Your Excess

All claims for **insured items** are subject to the following **excess** unless otherwise stated on **your** Insurance Schedule:

Claim amount	Excess payable
£0 – £1,499	£50
£1,500 – £2,999	£100
£3,000 – £4,999	£150
£5,000 or above	£200

Public Liability claims are subject to a £500 **excess** for all third-party property damage.



Section 1

This section details the covers automatically included within **your** policy.

A – Insured Items Cover

What is covered

Your insured items are covered for loss or damage caused by **theft**, attempted **theft**, **accidental damage**, malicious damage, vandalism, storm damage, flood and fire.

This policy will only cover **insured item(s)** that are **your/your family's** own property or for which **you/your family** are legally responsible. **We** will cover **your/your family's insured item(s)** within the **territorial limits**, and during the **period of insurance**.

Claims are settled on the following basis:

- New for old;
- **Market value** on any cycle related clothing.

The maximum individual or aggregate **value** of **insured item(s)** is shown on **your** Insurance Schedule.

We will, at **our** option, repair an **insured item** to its prior level of functionality. If the **insured item** has been stolen or is beyond economical repair, **we** will replace the item with a similar article of like kind, functionality and quality; and which is the closest current new equivalent type or model.

Where the item is economical to repair but the parts required are obsolete, **we** will pay a cash settlement equivalent to the cost of the repair of the **bicycle**. **We** may use specialist suppliers for repair or replacement chosen by **us**.

In the event of an approved claim to an insured **bicycle(s)** for **theft** or attempted **theft** from a roof rack or **bicycle** rack, **we** will pay up to £200 for any damage caused to the roof rack or **bicycle** rack that the **bicycle(s)** was attached to at the time of the claim incident.

Claims are subject to the General Condition: Under-insurance.

What is not covered

- The **excess**.
- Any claim where the **insured item(s)** has been left in a location, other than **your insured location**, for more than 24 hours.
- Any claim where **you** have not complied with the **lock requirements** and security requirements, above, in the 'Important Information' section.
- Mobile phones or smart phones.
- Any claim relating to any form of cycle using a battery, motor and/or other electronic or mechanised power source other than an **electrically assisted pedal cycle**.
- Any claim relating to an **electrically assisted pedal cycle** whilst it is being ridden or in the custody of someone aged under 14 years.
- Any claim where evidence of ownership of the **insured item(s)** has not been provided.
- Any costs associated with providing supporting claims information, including damage assessments.
- Any claim when the **insured item(s)** is entrusted, loaned or hired out to anyone other than **you** or a member of **your family** or an adult who **you** have entrusted the **insured item(s)** to for safekeeping.
- **Theft** or attempted **theft** of a **bicycle(s)** under the responsibility of a transport provider.
- **Theft** from an **unoccupied insured location**.
- Any claim when competing in a cycle race or competitive event unless the Race & Compete option has been selected, the additional premium paid for and the cover is shown on **your** Insurance Schedule.
- Any claim in relation to or from a roof rack or **bicycle** rack if the roof rack or **bicycle** rack was not securely attached to a vehicle.



What is not covered

- Loss or damage to a **bicycle(s)** not in **you** or **your family's** possession during transit unless the insured **bicycle(s)** is handed to a recognised transport provider, securely packaged in a purpose built bicycle box and a receipt obtained.
- Failure to use or maintain the **insured item(s)** in accordance with the manufacturer's instructions.
- Fire damage to the **insured item(s)** caused by electrical fault of a **bicycle** over 3 years old from the date of manufacture.
- Any loss or damage to the **insured item(s)** caused by mechanical, electronic, or electrical breakdown and/or derangement unless fire ensues immediately.
- Any loss or damage caused by wear and tear, gradually operating causes, wet or dry rot, atmospheric or climatic conditions, frost, insect and vermin, marring, scratching, denting or any cosmetic change which does not impair the function and performance, corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Any loss or damage caused by faulty or defective design, materials or workmanship or latent defect and defects in operation.
- Any **insured item** that has been lost or cannot be provided for inspection.
- Any loss or damage caused by deliberate acts of **you, your family** or persons known to **you**.
- Any liability more than the **sum insured** or **value**, whichever is the lesser.
- Any claim arising out of cycling that is part of **your/your family's** occupation, trade or profession (including, but not limited to: hire, reward, courier use or carriage of paying passengers).
- Any loss or damage where **you** are entitled to cover under any other policy.

B – Replacement Bicycle Hire

What is covered

Within the **United Kingdom** only, **we** will pay for the reasonable cost of the hire of an alternative **bicycle** for **you** or **your family** from a recognised reputable **bicycle** dealer whilst awaiting repair or replacement of **your bicycle** (or that of **your family**) when the subject of an approved claim.

What is not covered

- When the costs of hire have not been agreed with **us**.
- Where the costs exceed more than £500 during any one **period of insurance** or they are more than the **bicycle value** or repair costs.
- Where evidence of expenditure cannot be provided.
- Any **bicycle** hires outside of the **United Kingdom**.



C – Cycle Rescue Cover

What is covered

We will reimburse **you** or a member of **your family** for the cost of a taxi to **your** onward destination or **insured location** with **your bicycle**, if **you** are unable to complete **your** cycling journey in the event of:

- the **theft** of the insured **bicycle**, or
- **accidental damage** to the insured **bicycle**, or
- irreparable breakdown of the insured **bicycle**, or
- irreparable puncture to the insured **bicycle**, or
- an injury whilst cycling the insured **bicycle**.

Cover applies within the **United Kingdom** only, and for incidents that occur more than 1 mile from **your insured location**. A valid receipt from a registered taxi company will be required as proof of expenditure. The most **we** will pay is the **value** of **your insured bicycle** or £200, whichever is the lesser **value**.

What is not covered

- Costs arising from an incident that occurs within 1 mile, by road, of **your insured location**.
- Any expenditure arising from more than one taxi journey per incident.
- The portion of the single taxi journey expenditure that is in excess of the lesser of either £200 or the **value** of the insured **bicycle**
- Any claim without proof of expenditure by a valid receipt from a registered taxi company.
- Any claim where the **bicycle**
 - was not roadworthy prior to the incident.
 - was being used in a way that is not in accordance with the manufacturer's specifications.
 - was being used for racing, competitions, trials, or rallies.
- More than 3 claims in any one **period of insurance**.
- Any costs other than for a single taxi journey taken because **you** or **your family** member could not complete a cycling journey with the insured **bicycle**.



Section 2 – Cycling Legal Expenses

Our cycling legal expenses cover is provided by ARAG plc (“ARAG”) who is authorised to administer this insurance this insurance on behalf of the **insurer** ARAG Legal Expenses Insurance Company Limited.

Additional Definitions for Cycling Legal Expenses only

The following definitions apply to this section in addition to the General Definitions on page 5 of this policy and keep the same meaning wherever they appear in the section. If a word below is also defined in the General Definitions, the definition below replaces that definition for the purposes of this section.

- Appointed Advisor** - the solicitor or other advisor appointed by **us** to act on behalf of **you**.
- Collective Conditional Fee Agreement** - a legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees based on 100% “no-win no-fee”.
- Conditional Fee Agreement** - a legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees based on 100% “no-win no-fee”.
- Insurer** - ARAG Legal Expenses Insurance Company Limited.
- Legal Costs & Expenses** - means:
- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.3.
 - Other side’s costs and disbursements where **you** have been ordered to pay them or pays them with **our** agreement.
- Reasonable Prospects of Success** - this means that it is always more likely than not that:
- **Your** claim or appeal will be successful; and
 - Any judgement being sought by **you** will be enforced.
- We/Us/Our** - ARAG plc; who are authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.



Your cover

What is covered

Within the **United Kingdom** only, **we** will pay **your** legal costs to claim back losses which are not covered by **your bicycle** insurance policy from someone who has caused an accident that results in damage to **your bicycle** or injury. This policy will not pay compensation. **We**, or a legal expert appointed by **us**, will seek to:

- claim back **your bicycle** insurance policy **excess**
- obtain compensation from the person responsible if **you** or **your** passengers have been injured
- claim back other losses such as storage charges, loss of earnings or damage to personal effects.

This policy will help **you** if an event, which is another party's fault:

- damages **your bicycle** and/or personal property in or on it, and/or
- injures or kills **you** or a passenger or rider using **your bicycle** with **your** permission.

The **insurer** will pay your **legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met.

- **You** keep to the terms of this policy and cooperate fully with **us**.
- The accident happens in the **United Kingdom**.
- The claim:
 - always has **reasonable prospects of success**; and
 - is reported to **us**
 - during the **period of insurance**; and
 - as soon as possible after the accident.
- Unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- **You** enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with **us**) where legally permitted.

These helplines are also available. Use of these helplines does not count as reporting a claim.

Legal and Tax Advice 0344 571 7977

If **you** have a legal or tax problem, **we** recommend **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK and EU law and personal tax matters within the **United Kingdom**. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Our helplines are subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if **our** advisors believe that **you** are using the helpline too often they will tell **you**. If following that warning, **you** do not reduce calls to a more reasonable level, **we** can refuse to accept further calls.



Consumer Legal Services

www.araglegal.co.uk

You will need to enter voucher code **AFE48BBE98B5** when **you** register to use the website. Once **you** have registered **you** can discover **our** law guides and create legal documents and letters to help with consumer legal matters.

If **you** have problems using the website, please contact **our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **you** legal or insurance advice.

Important – **we** record and monitor calls for training purposes, to improve the quality of **our** helpline service, help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

What is not covered

The **insurer** will not cover any claim arising from or relating to:

- **Legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement.
- A contract.
- Defending any claim other than appeals against **you**.
- An accident that happens before the start of the **period of insurance**.
- Fines, penalties or compensation awarded against **you**.
- A group litigation order.
- A dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General Conditions

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

Your Responsibilities

You must:

- Tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses.
- Cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them.
- Take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**.
- Keep **legal costs & expenses** as low as possible.
- Allow the **insurer** at any time to take over and conduct in **your** name, any claim.

Freedom To Choose An Appointed Advisor

- In certain circumstances as set out below, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- **You** may choose an **appointed advisor** if:
 - **we** agree to start proceedings or proceedings are issued against **you**; or
 - there is a conflict of interest.
- Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, **you** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel of solicitor firms are chosen with care, and we agree special terms with them including rates which may be less than those available from other firms.)



- If **you** dismiss the **appointed advisor** without good reason or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.

Consent

- **You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.
- Any other rider or passenger on **your bicycle** must have **your** agreement to claim under this policy.

Settlement

- The **insurer** can settle the claim by paying the reasonable value of the claim.
- **You** must not negotiate, settle the claim, or agree to pay **legal costs & expenses** without **our** written agreement.
- If **you** refuse to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

Barrister's Opinion

We may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**.

This does not affect **your** right under the Disputes Condition below.

Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the What to Do If You Have a Complaint section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Fraudulent Claims And Claims Tainted By Dishonesty

- If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
- **You** shall at all times be entirely truthful, accurate and open in any evidence, disclosure, or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
 - affected **our** assessment of **reasonable prospects of success**, and/or
 - prejudiced any part the outcome of **your** claimthe **insurer** shall have no liability for **legal costs & expenses**.

Other Insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within the policy shall include the equivalent in Wales, Scotland, Northern Ireland and any subsequent amendment or replacement. This policy will be governed by English law.



Section 3 – Optional Covers

The covers in this section only apply if the required additional premium has been paid and the cover is shown on your Insurance Schedule. These Optional Covers extend the Section 1 'Insured Items Cover' and the exclusions detailed under 'What is not covered' will still apply unless shown in the Optional Cover sections below.

A – Global Travel

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

What is covered

For the following cover sections in this Policy Wording, the **territorial limits** are extended to anywhere in the world subject to a maximum of 60 days per trip, during any one **period of insurance**:

- Insured Items Cover
- The following Optional Covers, if shown on **your** Insurance Schedule:
 - Race & Compete
 - Personal Injury & Road Rage
 - Public Liability (excluding United States of America or Canada) & Personal Accident

In the event of an approved claim to an **insured bicycle(s)** damaged during transit abroad, **we** will pay up to £300 for any damage caused to a purpose-built **bicycle** box that the **bicycle(s)** was being transported in at the time of the claim incident. The damage must have been caused whilst in transit with **your** transit provider.

In the event of an approved claim to an **insured bicycle(s)** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay for **bicycle(s)** hire costs incurred by **you** or a member of **your family** when hiring the same type of insured **bicycle(s)** that has been claimed for. **Bicycle(s)** must be hired from a recognised, reputable **bicycle** retailer abroad; and the maximum amount payable under the policy is £150 during any one **period of insurance**.

In the event of an approved claim to an **insured bicycle(s)** (where the claim incident occurred outside of the **United Kingdom**), **we** will pay up to £200 for the reasonable cost of a single taxi journey for **you** or a member of **your family** and insured **bicycle** to travel to **your** onward destination or holiday location, if **you** are unable to complete **your** cycling journey due to the **theft** of, or malicious damage or **accidental damage** to the insured **bicycle**.

What is not covered

- Costs of bicycle hire incurred outside the **United Kingdom** exceeding £150 during any one **period of insurance** or where they are more than the **bicycle value** or repair costs.
- Costs of taxi hire incurred outside the **United Kingdom** exceeding £200 during any one **period of insurance** or where they are more than the **bicycle value** or repair costs.
- Where evidence of taxi hire expenditure cannot be provided with a valid receipt from a recognised taxi company.
- Any expenditure for more than one taxi journey per incident.
- The **bicycle** was being used in a way that is not in accordance with the manufacturer's specifications.
- Taxi hire expenditure when the **bicycle** is being used for racing, competitions, trials, or rallies.
- Where evidence of bicycle hire expenditure cannot be provided.
- "Cycle Rescue" cover is not extended beyond the **United Kingdom**.
- "Replacement Bicycle Hire" cover is not extended beyond the **United Kingdom**.



What is not covered

- “Cycling Legal Expenses” cover is not extended beyond the **United Kingdom**.
- Any legal liability in the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.
- **Accidental damage** to a **bicycle(s)** sustained in transit unless the insured **bicycle(s)** is handed to a recognised transport provider, securely packaged and a receipt obtained.

B – Race & Compete

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

What is covered

Within the **territorial limits**, we will extend the **insured items** section of cover to include non-professional competitive cycling and race events.

We will reimburse **you** the race entrance fee for an organised cycle race or cycling event endorsed by a recognised national sporting association or cycling event organiser; and, in the event of an approved claim for race entrance fees, any subsequent pre-paid and non-refundable travel and accommodation costs, because **you** or a member of **your family** are unable to attend because of:

- Illness or injury to **you** or a member of **your family**;
- Cancellation of leave for national forces or police or the fire, rescue, public utility or medical services requiring **you** or a member of **your family** to work on active duty or travel to or from active duty on the day of the race event;
- Adverse weather conditions resulting in the cancellation of the event;
- Damage or burglary at **your** usual residence or place of work with a requirement for **you** to attend;
- A claim for your bike is being processed by **us** and is subsequently approved but leaves **you** unable to compete.

We will cover any item of cycling specific clothing lost in a recognised triathlon/duathlon transition area whilst **you** or a member of **your family** are competing in the event, up to the value of £200 in any one **period of insurance**.

We will extend **accidental damage** cover to **your** insured **bicycle(s)** to include use of **your** insured **bicycle(s)** by another rider who is a member of the same cycling or triathlon club that **you** are also a member of.

We will extend cover to include **your/your family's** insured **bicycle** when it is left **unattended** and unlocked in a triathlon or duathlon transition area whilst awaiting use or collection during an organised, competitive triathlon or duathlon event.

What is not covered

- Where the costs of race event fees exceed £750 in any one **period of insurance**.
- Where the costs of associated race travel and accommodation exceed £500 in any one **period of insurance**.
- Where the costs of cycling specific clothing lost in a transition area exceed £200 in any one **period of insurance**.
- Any travel and/or accommodation costs that are not directly linked to the same event that an approved claim for reimbursement of race fees has been made.
- Any claim relating to the use of **your** insured **bicycle(s)** by a fellow cycling or triathlon club member other than **accidental damage** to **your** insured **bicycle(s)**.
- Any claim where **you** or **your family** member are unable to provide proof(s) of entry fees paid and/or where the event organisers are unable to confirm cancellation of the event or **you** or **your family** member's failure to attend.
- Any claim where a part refund or race event credit note has been given for a future event.



- **Pre-existing** or self-inflicted illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
- Any treatment, medication, illness or injury not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the illness or injury and identifying **you** or **your family** member as the person to whom the illness or injury relates to.
- Any leave that was planned, pre-booked, foreseeable or known about prior to the start date of the policy and any claim for cancellation of leave not confirmed, in writing, by **you** or **your family** member's place of work.

C – Personal Injury

This section only applies if the required additional premium has been paid and the cover is shown on **your** Insurance Schedule.

What is covered

Within the **territorial limits**; if **you** or a **family** member are involved in an accident or road rage incident incited by a third-party whilst using a **bicycle**, and **you** or the **family** member suffer an injury, **we** will pay up to the amounts shown in the table below. The benefit levels shown are the maximum amount payable, up to an aggregate total of £25,000 or 3 claims in any one **period of insurance**.

The personal injury or road rage incident must have occurred solely whilst **you** or **your family** member were riding a **bicycle** and independently of any other cause. Any resulting injury must be identifiable as a bodily injury and as per the terms detailed below:

Broken bones - **You** or a member of **your family** fracture one or more of the following bones which necessitates a cast to be applied by a hospital or clinic - Arm (Humerus, Radius, Ulna) or Wrist (Carpals), or Leg (Femur, Tibia, Fibula), or Ankle (Tarsals) or Kneecap (Patella).

Emergency dental treatment - **You** or a member of **your family** require emergency dental treatment to sound and whole teeth.

Permanent total disablement - **You** or a member of **your family** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

Loss of use of limbs, sight, hearing or speech - **You** or a member of **your family** suffer total and irrecoverable loss of all sight in at least one eye or all hearing in at least one ear or total and irrecoverable loss of use of one hand or foot or total and irrecoverable loss of at least 50% of speech.

Hospitalisation daily benefit - **You** or a member of **your family** are hospitalised as an in-patient for a period of at least 24 hours following the original admission for bodily injury. The benefit is payable on continuous in-patient hospital days and for a maximum of 30 days in any one **period of insurance**.

5 Counselling sessions - **You** or a member of **your family** make an approved claim for hospitalisation daily benefit or emergency dental treatment, covered by this policy, and receive a referral for counselling from a qualified medical practitioner.



Personal injury following a cycling accident or road rage incident

Injury	Maximum amount payable
Death	£25,000
Permanent total disablement	£25,000
Loss of sight, hearing or speech	£25,000
Loss of use of limbs	£15,000
Non-NHS physiotherapy treatment	£1,000
Broken bones	£500
Emergency dental treatment	£500
Daily in-patient hospitalisation (max. 30 continuous days)	£50 per continuous day
Clothing and personal effects damage	£300
5 Counselling sessions	£600

What is not covered

- Where the costs have not been approved by **us**.
- Any more than 3 claims or an aggregate total of £25,000 of claims in any one **period of insurance**.
- Any accident or road rage incident unless directly resulting from the use of a **bicycle**.
- Any claim for road rage injury where the incident was incited by **you** or **your family**.
- Any claim for clothing and personal effects where these items are already covered within your insured **cycle accessories**, as part of this policy.
- Any claim for death or personal injury benefit where a claim has already been submitted as part of the Personal Accident cover included within the Public Liability and Personal Accident section.
- Any accident whilst the **bicycle** is being used for a competitive cycling event unless the Race & Compete option has been selected, the additional premium paid for and the cover is shown on **your** Insurance Schedule.
- **Pre-existing** or self-inflicted illness or injury, pregnancy, prenatal care, childbirth, miscarriage or infertility treatment and any medical treatments or operations which are not medically necessary including cosmetic or beauty treatments, routine dental or medical treatments.
- Any treatment, medication, illness or injury not identified by a qualified doctor or medical practitioner and confirmed with a suitable medical certificate clearly detailing the illness or injury and identifying **you** or **your family** member as the person to whom the illness or injury relates to.
- All claims arising out of unreasonable failure to seek or follow medical advice.
- If the injury arises from sickness, disease or disorder of any kind.



D – Public Liability and Personal Accident

This section only applies if the required additional premium has been paid and the cover is shown on your Insurance Schedule.

Public Liability

What is covered

Within the **territorial limits**, we will pay up to £5million to indemnify **you** or a member of **your family** against legal liability for accidental bodily injury or death to any person or **accidental damage** to third party property which arises from **your** or **your family's** use of or ownership of a **bicycle**.

The total amount payable includes reasonable legal defence costs and expenses incurred by **you** or **your family** and agreed with **our** written consent.

What is not covered

- When **you** or **your family** member are under 16 at the time of the incident.
- Any **excess**.
- Any legal liability in the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.
- If legal liability arises from loss or damage to property which belongs to **you/your family** or is in **your/a** member of **your family's** care, custody or control.
- Legal liability for accidental bodily injury or death to any person or **accidental damage** to third-party property arising from a fire caused by an **electrically assisted pedal cycle**. This exclusion includes fire originating from the charging of batteries associated with an **electrically assisted pedal cycle** whether such batteries are attached or detached from that **electrically assisted pedal cycle**.
- If **you/your family** are entitled to indemnity from another source.
- When punitive, exemplary or aggravated damages **are** awarded against **you** or **your family**.
- Any legal liability where the other party involved is **your** employee or a member of **your family** or household.
- Any legal liability not involving the use of a **bicycle** and/or outside of the **territorial limits** shown on **your** Insurance Schedule.
- **Your** legal liability arising from the use of any **bicycle** which is subject to the Road Traffic Act.

Personal Accident

What is covered

We will pay the amount shown below if **you** or **your family** are involved in a cycling accident, which then directly results in a bodily injury as detailed below. We will pay for one amount in any one **period of insurance**. Cover only applies within the **territorial limits**.

Permanent total disablement - **You** or a member of **your family** suffer total and permanent disablement and are subsequently unable to engage in or attend to any profession, business or occupation whatsoever. The benefits shall not be payable until such disablement has continued for a period of 12 calendar months and is confirmed as permanent by a qualified medical practitioner.

Loss of use of limbs - **You** or a member of **your family** suffer total and irrecoverable loss of use of one hand or foot.



Injury	Maximum amount payable
Loss of limbs	£5,000
Loss of sight	£5,000
Permanent total disablement	£10,000
Death	£10,000

All benefits will be payable to **you, your family** or your nominees.

What is not covered

- When **you** or **your family** member are under 16 at the time of the incident.
- Suicide, attempted suicide, intentional self-injury, deliberate exposure to exceptional danger (except to save human life), insanity, **your** or **your family** member's own criminal act, when under the influence of drugs or alcohol or when directly or indirectly resulting from stress, trauma or psychiatric illness.
- Any amount when death, injury or loss does not occur within 180 days of the accident.
- Any amount when it cannot be proven to **us** that the permanent total disablement has continued for 12 months from the date of the accident and will continue for the remainder of **your** or **your family** member's life.
- More than one amount under this section.
- Any claim for death or personal injury benefit where a claim has already been submitted as part of the Personal Injury cover section.
- Any accident not involving the use of a **bicycle**.
- Any accident outside the **territorial limits**.



GENERAL EXCLUSIONS (applicable to all sections unless otherwise stated)

We will not indemnify **you** or **your family** member against any loss, **accidental damage**, bodily injury, legal liability or expense directly or indirectly arising out of, caused or contributed by, related to or linked to any of the following:

Asbestos

The manufacturing, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos materials or materials containing asbestos.

Computer Virus

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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

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

Contractual Liability

Any liability that only exists because of a contract or agreement.

Infectious Disease

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Intentional Actions

1. **You** or anyone else insured under this policy engaging in any illegal or criminal act.
2. **You** or anyone else insured under this policy being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
3. Suicide, attempted suicide or deliberate injury to **you** or anyone else insured under this policy or putting **yourself** in unnecessary danger (unless trying to save human life).
4. A deliberate or malicious act, or failure to act (omission).



Jurisdictions – USA and Canada

Any payment for any claims, settlement and/or compensatory damages, including any related injunction or restraining order costs and claimant costs recoverable from **you** or anyone else otherwise insured under this policy and/or defence costs in connection with any claim(s) made against **you** or anyone else otherwise insured under this policy alleging, arising out of, based upon, or attributable to legal action or litigation which is brought in a court of law constituted in the United States of America or Canada.

Micro-Organism

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Pollution

Pollution unless any loss or damage arises as a direct result of an accident.

Pressure Waves

Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

Prior Loss/Damage

Notwithstanding any other provision in this policy, any loss or damage which occurred prior to the **period of insurance**.

Punitive Damages, Penalties and Fines

Any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

Radiation

Any direct or indirect consequence of:

- i) Irradiation, or contamination by nuclear material; or
- ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Riot, Civil Commotion or Strikes

Any act of or participation with riots, civil commotion or strikes

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or Damage to Property by or under the order of any government, local or public authority.



Amendments

Mid-terms amendments to **your** policy may be subject to an additional cost of cover (e.g. additional premium). Details of any other administration fees will be set out in **your** Terms of Business Agreement. Optional covers that **you** might have chosen can only be added or removed at new business inception or renewal and not during the policy term.

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 **insured item** upon confirmation from **you** of the new property to be insured, without change to the Insurance Schedule renewal date. If the **value** of **your** replacement **insured item** 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.

Contracts (Rights of Third Parties) Act 1999

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

Renewal of Your Policy

We reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

We will issue a renewal quotation at least 21 days before **your** current policy end date. This will detail **your** current chosen covers, **insured items**, any policy changes, and the renewal premium. If **you** need to amend **your** cover, **insured items**, or personal details, please contact **us** so **we** can update **your** renewal quotation.

Payment options and details explaining what **you** need to do to renew **your** policy will be shown in **your** renewal quotation. **We** reserve the right not to invite the renewal of **your** policy. In this event **we** will notify **you** in writing to let **you** know.

Policy Limits

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your** Insurance Schedule.

Policy Excess

You will have to pay any **excess** shown on **your Insurance Schedule**. **We** will only deduct one **excess** for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

Entitlement to Policy Benefits

The benefits detailed in this policy are only payable to the named policyholder and any claim may only be presented by the named policyholder or **your family** in the event of **your** death.

Fraud

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim



We:

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Other Insurance

If at the time of any claim covered under this policy, **you** have any other insurance policy which covers the same loss, damage or liability, **we** will not pay more than **our** rateable share.

In respect of Public Liability, no cover is available under this insurance if **you** have indemnity from any other source.

Reasonable Care

You must take care to prevent any **accidental damage**, malicious damage or **theft** and keep **your insured item(s)** in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

Sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** 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**, United States or other country of policy issue.

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our own** benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

Under-insurance

If the insured **value you** have chosen is less than the full replacement **value** of **your insured items**, **we** will reduce any payment in line with the insured **value** shortfall.

For example, if **your** insured **value** was 75% of what it would have been if the insured **value** was equal to the replacement cost of **your insured item**, **we** will pay no more than 75% of **your** claim.

This does not apply to rare, vintage or antique bicycles, which are of particular value due to their age, style or collectability, provided that **you** supply a valuation:

- a) that is less than 12 months old from the start of **your** first policy and then updated every three years; and
- b) has been provided by a reputable cycle retailer or other suitably qualified valuer; and
- c) values **your** cycle at the insured **value you** have chosen.



Thistle Insurance Services Limited

Thistle Insurance Services Limited process certain information in connection with this policy. Information that Thistle Insurance Services Limited process may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Thistle Insurance Services Limited's full privacy notice set out at www.guardcover.co.uk/privacy-notice.

Bspoke Underwriting Ltd

We are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a Personal Accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online [here](#) or request a copy by emailing **us** at dataprotection@bspokeunderwriting.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>



ARAG Plc

This is a summary of how **we**, on behalf of ARAG Legal Expenses Insurance Company Limited, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using Personal Or Sensitive Information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.



How to Contact cycleGuard

For Sales and Administration call: **0333 004 3444**

For Claims call: **0333 004 1999**

Email: support@Guardcover.co.uk

Website: www.cycleGuard.co.uk

Our address:

cycleGuard, Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB

This document can be made available in large font on request.

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