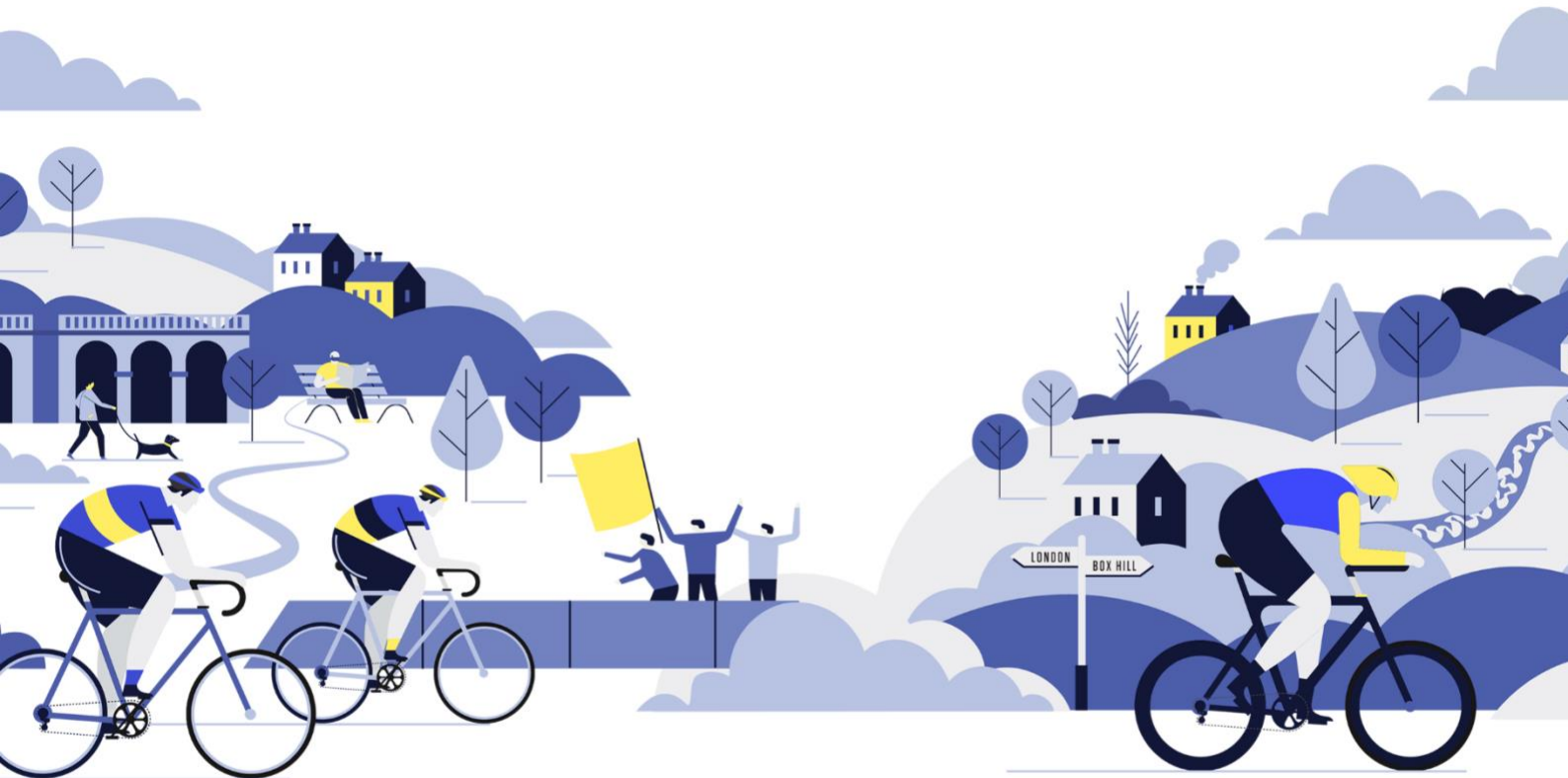


# Pedalsure.

Policy Document



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## INTRODUCTION

### About Your Insurance

Welcome to **your** Pedalsure Insurance Policy Document.

This insurance is designed to provide protection for **you** and **your bike**.

Depending on which cover option(s) **you** select, the insurance can provide cover/benefits:

- if **you** suffer **bodily injury** following an **accident** whilst riding, mounting onto or dismounting from **your bike**;
- if **your bike, bike box, bike accessories** or **personal possessions** are accidentally damaged or stolen;
- if **you** become legally liable to pay compensation as a result of causing someone's death or **bodily injury** or illness, or damaging someone's property, whilst using **your bike**; and
- for **legal costs & expenses** if an event which is someone else's fault damages **your bike** or causes **your** death or injures **you**.

**Your policy schedule** will confirm which cover option(s) **you** have chosen.

Please take time to read the "Important Information" section on pages 5 - 8 of this Policy Document. It tells **you** about things **you** need to check and the actions **you** need to take.

It also contains details of the security requirements **you** have to comply with in order for a successful claim to be paid under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike**.

There is also information about the **excess period** during which **we** will not pay any benefit if **you** make a claim for **temporary total disablement** under Cover Section 1 of this insurance, and details of the **policy excess** **you** must pay for any claim under Cover Section 2 of this insurance for **accidental damage, theft** or **malicious damage** of/to **your bike**.

This insurance was arranged by Pedalsure No. 2 Limited, trading as Pedalsure, who is also the policy administrator. Pedalsure is referred to as the **agent** in this Policy Document. Pedalsure's contact details are: 150 Minorities, Suite 609, London EC3N 1LS. Telephone: 0800 888 6745 Email: cservice@Pedalsure.com.

Pedalsure No. 2 Limited (firm Reference No. 844669) is an appointed representative of Independent Broking Solutions Limited which is authorised by the by the Financial Conduct Authority (firm reference no.312026)

- The insurers for each section of cover provided under this insurance are as follows:

- Cover Section 1 (Personal Accident), Cover Section 2 (The Bike) and Cover Section 3 (Personal Liability) – These cover sections are underwritten by Dukes House Insurance Limited.

Their address is:

Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

Dukes House Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company number 66539) and is authorised and regulated by the Guernsey Financial Services Commission. Registration Number 2522730

- Cover Section 4 (Cyclist's Legal Protection) – This cover section is underwritten 100% by AmTrust Europe Limited.

Amtrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The insurers, in relation to the cover section(s) they each underwrite, are referred to as “**we**”, “**us**” and “**our**” in this Policy Document.

- Claims under Cover Sections 1 and 3 of this insurance are handled by Roger Rich and Co on **our** behalf.
- Claims under Cover Sections 2 of this insurance are handled by Pedalsure No. 2 Limited on **our** behalf.
- Claims under Cover Section 4 of this insurance are handled by ARAG plc on **our** behalf.
- In relation to the claims handled, each of Pedalsure No. 2 Limited, Roger Rich and Co and ARAG plc are referred to as the **claims administrator** in this Policy Document.

**Your** insurance is an annual policy and cover lasts for 12 months. **Your period of insurance** is shown on **your Policy Schedule**.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. These words and phrases are all listed and explained in the “Definitions” section which can be found on pages 30 - 34 at the end of this Policy Document. There are also some additional special definitions which apply only to Cover Section 4 of this insurance and these can be found within Cover Section 4 on page 16 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available. Their contact details are shown on page 2 of this Policy Document.

#### **How to Make a Claim**

To make a claim under Cover Section 1 of this insurance, call Roger Rich and Co on +44 (0) 1608 641351. Alternatively, please send an email to [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk) or write to Roger Rich and Co at 2A Marston House, Cromwell Park, Chipping Norton Oxfordshire OX7 5SR

To make a claim under Cover Section 2 or 3 of this insurance, please send an email to [cservice@Pedalsure.com](mailto:cservice@Pedalsure.com) or write to Pedalsure No. 2 Limited at 150 Minorities, Suite 609, London EC3N 1LS

To make a claim under Cover Section 4 of this insurance, **you** can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request a claim form by calling ARAG plc on 0117 917 1698. Lines are open between 9am and 5pm Monday to Friday (except bank holidays).

#### **The Insurance Contract**

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

In relation to Cover Sections 1, 2 and 3 of this insurance, this Policy Document and **your Policy Schedule** are issued to **you** by Pedalsure No. 2 Limited, trading as Pedalsure, in its capacity as **our** agent. In exchange for **your** payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

In relation to Cover Section 4 of this insurance, this section is administered by ARAG plc under a binding authority agreement with the insurer, AmTrust Europe Limited.

Signed by Nick Readings

A handwritten signature in black ink, appearing to be 'N. Readings', with a large loop at the end.

Authorised signatory of Pedalsure No. 2 Limited, trading as Pedalsure

## IMPORTANT INFORMATION

It is important that:

- You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- You** check that **you** are eligible for this insurance (see “Eligibility” below);
- You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance;
- You** understand the security requirements **you** have to comply with in order for a successful claim to be paid under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike** (see “Security Requirements” below);
- You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.
- You** understand that you must upload videos and/or pictures of your insured Bicycle(s) to our website within 30 days of purchase of your policy. Failure to do so may invalidate your insurance cover and may invalidate your policy cover and result in us cancelling your policy

### Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on pages 20 - 21 of this Policy Document.

Some sections of cover also have conditions which apply specifically to that cover, and details of these can be found within the relevant cover section in this Policy Document.

Finally, there are conditions which relate specifically to making a claim under each cover section of the policy. These can be found under the heading of “Claims Conditions” within the “Making a Claim” section “on pages 21 - 24.

If **you** do not meet the conditions stated above, **we** may refuse to deal with **your** claim or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

### Security Requirements

In order for a successful claim to be made under Cover Section 2 of this insurance following **accidental damage** to, or **theft** of, **your bike**, there are a number of security requirements which must have been met. These are listed below and **we** ask that **you** read them carefully. **We** will not pay any claim if these requirements are not complied with.

#### 1. At the **insured location**

**Theft** of **your bike** whilst at the **insured location** will only be covered if the **bike** is:

- a) Kept inside a house, self-contained flat, or self-contained lockable room in private halls in which **you** live. Any security devices must be operating correctly and access to the **bike** must be obtained by **forcible and violent entry or exit**; or
- b) Kept inside a privately accessed garage, outbuilding or shed within the boundaries of the private house in which **you** live. Access to the bike must be obtained by **forcible and violent entry or exit**

and **you** must 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 Sold Secure Gold rated lock or CEN Rated Padlock, and
- ii) the **bike** is secured through the frame by an **approved lock** to an **immovable object** within the building; or.
- c) Kept in a communal hallway within the building in which **you** live, or in a communal outbuilding within the boundaries of the property in which **you** live. Access to the **bike** must be obtained by **forcible and violent entry or exit** and the **bike** must be secured through the frame by an **approved lock** to an **immovable object** within the hallway or communal building.

## 2. Away from the insured location

**Accidental damage** or **theft** of the **bike** whilst away from the **insured location** will only be covered in circumstances where:

- a) The **bike** is not left **unattended**, or if the **bike** is left **unattended** it is secured to an **immovable object** by an **approved lock** through the frame and any access to the **bike** is obtained by **forcible and violent entry or exit**.
- b) The **bike** has not been **abandoned**.
- c) The **bike** is left in a transition area of an organised competitive triathlon or duathlon in which **you** are participating.

3. Where the **bike** is in or on a vehicle. Only one bike (not multi bikes) is covered whilst in a vehicle; car/caravan and or van

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

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

If the **bike** is left in or locked on to the vehicle between the hours of 9pm and 6am the vehicle must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock. If any such category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of this must be provided in the event of a claim. If you have multiple Bikes insured with us only one bike will be covered for theft whilst in or attached to an unattended vehicle.

When **you** are outside the United Kingdom, **theft** shall only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of this must be provided in the event of a claim.

Any vehicle used must have windows and locks that are capable of rendering the vehicle secure.

## Excess Period

If **you** make a valid claim for **temporary total disablement** under this insurance, **we** will not pay any benefit for the first 14 days of **your temporary total disablement**. **We** call this period the **excess period** in this Policy Document.

## Policy Excess

**You** must pay the first amount of any claim under Cover Section 2 of this insurance for **accidental damage**, **theft** or **malicious damage** of/to **your bike**. The amount of **your policy excess** is shown in **your Policy**

**Schedule.** If any claim under this insurance relates to more than one **bike**, a **policy excess** will be payable in respect of each **bike**.

### **Valuables and Money**

Please note that there is no cover under Cover Section 2 of this policy for **theft** of or damage to **money** or **valuables** such as jewellery or watches.

### **Information You Give Us**

#### **Eligibility**

When **you** applied for this insurance, **we** asked **you** some questions to establish **your** eligibility for cover. The eligibility requirements are as follows:

- You** must be aged 16 or over at the time of purchasing this insurance and have understood the Policy Document, Terms and Conditions, and Approved Lock List below.
- You** must be resident in the United Kingdom or the Isle of Man.
- In the past year you must not made more than two bicycle related claims, or a single bicycle related claim for more than £500.
- You must not have had any previous insurance declined, cancelled by the insurer, refused or special terms imposed.
- You must have no unspent criminal convictions (other than motoring offences).
- You must understand that if you have selected cover for your bike whilst it is unattended away from your home, it needs to be locked to an **immovable object** using an **approved lock**.
- You must understand that there is no cover under this policy for any use in connection with a profession, business or occupation (other than commuting).
- You must understand that the cover purchased is for the insured policyholder only, and that any bicycles covered are those owned and ridden by the named policyholder.
- You own the bike at Time of Purchase.
- There is no existing damage at Time of Purchase.
- You must understand that if you insure multiple bikes with us that only one bike is covered if left unattended either within or attached to an unattended motor vehicle

**We** will not provide any cover if **you** do not meet these eligibility requirements at the start date of **your** policy. Please contact **your agent** as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements or if **you** have any queries. Their contact details are on page 2 of this Policy Document.



**Your Responsibility** You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your agent** 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
- c) tell **your agent** of any changes to the answers **you** have given as soon as possible.

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

If **You** become aware that information **you** have given **your agent** is inaccurate or has changed, **You** must inform them as soon as possible.

#### **Our Right to Change the Cover or Price**

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date where all changes will be communicated to **you** in writing.

## COVER SECTION 1 – PERSONAL ACCIDENT

- This cover section only applies if **you** have paid the required premium and the cover is shown on **your Policy Schedule**.
- There are some Special Conditions relating to claims under this cover section which are listed on page 12 of this Policy Document. Please read these carefully.
- You** are only covered for **temporary total disablement** if **you** have selected this cover and have paid the additional premium required.
- If **you** make a valid claim for **temporary total disablement**, **we** will not pay any benefit for the first 14 days of **your temporary total disablement**. **We** call this the **excess period** in this Policy Document.

## WHAT ARE THE BENEFITS?

Details of all the benefits are shown in the table below.

TABLE OF BENEFITS				
COVER LEVEL				
		BRONZE	SILVER	GOLD
1	<b>Accidental death</b>	£10,000	£25,000	£50,000
2	<b>Loss of sight</b> in one or both eyes	£10,000	£25,000	£50,000
3	<b>Loss of limb(s)</b>	£10,000	£25,000	£50,000
4	<b>Loss of use</b> of a shoulder, elbow, wrist, hip, knee or ankle	£7,000	£15,000	£30,000
5	<b>Permanent total disablement</b>	£10,000	£25,000	£50,000
6	<b>Quadriplegia</b>	£10,000	£25,000	£50,000
7	<b>Paraplegia</b>	£10,000	£25,000	£50,000
8	<b>Loss of hearing</b> in both ears	£10,000	£20,000	£30,000
9	<b>Loss of hearing</b> in one ear	£2,500	£5,000	£10,000
10	<b>Loss of speech</b>	£5,000	£10,000	£20,000
11	<b>Out of pocket expenses</b> following <b>bodily injury</b>	Up to £200	Up to £300	Up to £500
12	In-patient <b>hospitalisation</b> benefit for each 24-hour period, for up to 30 days	£50	£50	£50
13	Physiotherapy sessions following <b>bodily injury</b>	Up to £500	Up to £750	Up to £1,000
14	Broken bones – skull (excluding nose & teeth) or shoulder (scapula & clavicle)	£500	£1,250	£2,000
15	Broken bones – arm (humerus or ulna or radius) or leg (femur or patella or tibia or fibula)	£250	£500	£750

16	<b>Dental treatment</b>	Up to £500	Up to £750	Up to £1,250
17	<b>Temporary total disablement</b> (if cover selected)	Up to the amount shown on <b>your Policy Schedule</b>	Up to the amount shown on <b>your Policy Schedule</b>	Up to the amount shown on <b>your Policy Schedule</b>

## WHEN AM I COVERED?

We will pay the benefit shown in the Table of Benefits on page 9 of this Policy Document if, during the **period of insurance** and whilst riding on, mounting onto or dismounting from **your bike**, **you** suffer **bodily injury** following an **accident** within the **territorial limits** which, within 12 months of the date of the **accident**, results in any of the following:

- 1) **Accidental death.** We will also pay the **accidental death** benefit shown in the Table of Benefits if **you** disappear, are not found within 52 weeks, and after looking at all available evidence regarding **your** disappearance **we** are satisfied that **your** disappearance can be presumed to be due to **your** death as a direct result of an **accident**. **Your** legal personal representatives must provide a written undertaking that if **you** are subsequently found to be living, the benefit will be repaid to **us** within 90 days.
- 2) **Loss of sight** in one or both eyes.
- 3) **Loss of limb(s)**
- 4) **Loss of use** of a shoulder, elbow, wrist, hip, knee or ankle
- 5) **Permanent total disablement**
- 6) **Quadriplegia**
- 7) **Paraplegia**
- 8) **Loss of hearing** in both ears
- 9) **Loss of hearing** in one ear
- 10) **Loss of speech**
- 11) **Out of pocket expenses**
- 12) **Hospitalisation** for at least 24 hours
- 13) Physiotherapy costs incurred within 52 weeks from the date of an **accident**
- 14) Broken bones as specified in the Table of Benefits on page 9 of this Policy Document
- 15) **Dental treatment**
- 16) **Temporary total disablement.** We will pay the benefit shown in **your Policy Schedule** for each week of **your temporary total disablement**, for up to 52 weeks from the date of the **accident**. However, no benefit is payable during the **excess period**. The maximum weekly benefit payable will be 75% of **your Average Weekly Wage** after deductions.

Benefits under this section will be payable to **you** or **your** legal personal representative.

## WHAT IS NOT COVERED (THE EXCLUSIONS)

**Please Note:** There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 19 of this Policy Document.

We will not pay any claims for death, **bodily injury** or expenses directly or indirectly caused or contributed to by, or resulting from, the following:

- 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) **Your** participation in a criminal act.
- d) Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown on **your Policy Schedule**.
- e) **You** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs.
- f) 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.
- g) Any **pre-existing condition**.

- h) Any injury which has arisen from, or is traceable to or is caused by, any gradually developing bodily deterioration.
- i) Failure to follow medical advice.
- j) Osteoporosis.
- k) **Your** use of the **bike** for business purposes or professional racing (other than time trials).
- l) **Your** use of the **bike** to participate in stunts or the use of equipment designed for undertaking stunts.
- m) You own the **bike** at Time of Purchase.

### **SPECIAL CONDITIONS RELATING TO CLAIMS**

The following conditions apply to claims for benefits 1-10 listed in the Table of Benefits on page 9 of this Policy Document:

1. **We** will only pay one benefit in relation to any **accident**. However, where **you** suffer **bodily injury** which results in a claim being paid for any of the benefits 2-10 listed in the Table of Benefits on page 9 of this Policy Document and **you** subsequently suffer **accidental death** during the **period of insurance** as a result of the same **accident**, then in addition to the benefit already paid to **you** **we** will pay to **your** legal personal representative any difference between the amount of benefit already paid and the amount of the benefit payable for **accidental death** shown in the Table of Benefits on page 9 of this Policy Document.
  
2. If **we** have made any payments to **you** for **temporary total disablement** **we** will not deduct the amount of these payments from any other benefit **we** later pay in relation to the same **accident**.

## COVER SECTION 2 – THE BIKE

- This cover section only applies if **you** have paid the required premium and the cover is shown on **your Policy Schedule**.
- Your accessories** and **personal possessions** are only covered under Cover Section 2A below if **you** have chosen to cover them and have paid the additional premium required.

### 2A. THEFT, ACCIDENTAL DAMAGE & MALICIOUS DAMAGE

#### WHAT IS COVERED?

We will at our sole discretion repair or replace your bike at a value up to the amount shown on **your Policy Schedule** in the event of **theft, accidental damage** or **malicious damage** to/of **your bike, accessories, bike box** or **personal possessions** during the **period of insurance** and within the **territorial limits**.

#### WHAT IS NOT COVERED (THE EXCLUSIONS)

**Please Note:** There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 19 of this Policy Document.

**Any bike(s) (up to a maximum of five) with an individual value of £15,000 or aggregate value over £30,000 unless we have agreed to provide cover and have reflected this in an endorsement to your Policy Schedule.**

- 1) The amount of the **policy excess** shown in **your Policy Schedule**.
- 2) Any **bike** not specified on **your Policy Schedule**.
- 3) **Theft** of, or damage to, **valuables** or **money**
- 4) Any claim where **you** cannot provide us with **evidence of ownership**.
- 5) **Theft** or **malicious damage** to your **bike** whilst stored within a boat, narrow boat or water craft.
- 6) **Theft** of more than one **bike** that is being stored or transported within a vehicle.
- 7) **Theft** when the **bike** is locked to an **immovable object** by an **approved lock** unless the 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.
- 8) **Theft** when **your bike** is secured by a lock which is only approved for use with a **bike** with a lower **value** than **your bike**.
- 9) **Theft** or **malicious damage** following **abandonment**.
- 10) Unexplained **theft**.
- 11) Any tyres, removable parts, **bike boxes, accessories** or **personal possessions** unless the **bike** is stolen or suffers **accidental damage** at the same time.
- 12) **Theft** or **accidental damage** whilst the **bike** is hired or loaned by **you** to any other person including a **family member**.
- 13) Any **personal possessions** or **bike boxes** stolen from the **insured location**.
- 14) Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown as included on **your Policy Schedule**.
- 15) **Theft** when using the **bike** for hire, reward, courier services or the carriage of paying passengers.
- 16) **Accidental damage** when using the **bike** to perform stunts or whilst using equipment designed for undertaking stunts.

- 17) **Theft or accidental damage** whilst in transit with an airline unless the **bike** is securely packaged in a rigid or hard **bike box** and a luggage receipt is obtained from the airline. For the avoidance of doubt, fabric bike bags are not classed as a bike box.
- 18) Marking, scratching, denting or any cosmetic change which does not impair the function and performance of the **bike**.
- 19) Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination.
- 20) Change in colour or finish, dust, chemical action or reaction.
- 21) Failure to use or maintain the **bike** in accordance with the manufacturer's instructions.
- 22) Faulty or defective design materials or workmanship or latent defect and defects in operation.
- 23) Any damage to **your bike** caused by or occurring during the process of:
  - a) cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
  - b) chewing, scratching, tearing or fouling by **your** domestic animals;
  - c) rot, fungus, insects or vermin;
  - d) any gradual deterioration or wear and tear;
  - e) arising from depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming.
  - f) mechanical or electrical breakdown or failure
- 24) **Theft** of or damage to any **bike** used for the purpose of business, trade, profession or employment (other than commuting).
- 25) Loss arising from the cost of remaking any film, disc or tape or the value of any information held on it
- 26) **Theft** of or damage to documents.
- 27) Property more specifically insured by any other policy.
- 28) There is no existing damage at the Time of Purchase.
- 29) You must understand that if you insure multiple bikes with us that only one bike is covered if left unattended either within or attached to an unattended motor vehicle

## **2B. REPLACEMENT BIKE HIRE**

### **WHAT IS COVERED?**

In the event of:

- a) **Theft, accidental damage or malicious damage** to/of **your bike** which results in a claim being paid under Cover Section 2A of the policy; or
- b) **Your bike** failing to arrive at a destination outside the United Kingdom due to a delay by an airline

**We** will reimburse **you** up to £500 in any one period of insurance, for the reasonable cost of the hire of a replacement **bike**, of an equivalent specification to your own **bike**, within the **territorial limits** 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 EXCLUSIONS)**

**Please Note:** There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found on page 19 of this Policy Document.

- 1) Any costs of hire which have not been agreed by the **claims administrator**.
- 2) Any hire where prior authorisation has not been obtained from the **claims administrator**.
- 3) Where the costs of hire are greater than through a recognised supplier.
- 4) Where the costs are in excess of the **bike** value or repair costs.
- 5) Where evidence of expenditure cannot be provided.
- 6) Any costs incurred by anyone other than **you**.

### COVER SECTION 3 – PERSONAL LIABILITY

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

#### WE WILL PAY FOR

**We** will pay up to the amount shown in the **Policy Schedule** (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 within the **territorial limits** that **you** become legally liable to pay as compensation (including claimants' costs and expenses) occurring during the **period of insurance** arising from the use of any **bike** for accidental:

- 1) Death, bodily injury or illness of any person, or
- 2) Accidental **Damage** to material property not belonging to you or in your custody or control.

#### WE WILL NOT PAY FOR

Legal liability to pay compensation or costs arising from:

- 1) Any business, trade, profession or employment.
- 2) The transmission of any contagious disease or virus.
- 3) Any action for damages brought in a court outside the **territorial limits**.
- 4) Bodily injury to any member of **your** family or to any employee.
- 5) Accidental loss of or damage to property belonging to or in the care, custody or control of **you** or any member of **your** family or of an employee.
- 6) The ownership, possession or use of any mechanically propelled vehicle (other than a **bike**).
- 7) Any liability arising out of the use of a **bike** in the USA or Canada.
- 8) Any punitive, exemplary or aggravated damages awarded against **you**.
- 9) Any accident whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown on **your Policy Schedule**.
- 10) Any use of the **bike** to participate in any stunts.



## COVER SECTION 4 – CYCLIST’S LEGAL PROTECTION

This cover section only applies if the required additional premium has been paid.

This cover section is administered by ARAG plc under a binding authority agreement with the insurer AmTrust Europe Limited. The **insurer’s** liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurer’s proportion or in respect of any other cover part of this Policy. **Your Policy Schedule** states if this section is in force.

### SPECIAL DEFINITIONS FOR THIS SECTION

In addition to the policy definitions set out on pages 30 to 34 of this Policy Document, certain words and terms that are specific to this cover section are defined below as they have the same meaning wherever they appear.

#### Appointed advisor

The solicitor or other advisor appointed by **us** to act on behalf of the **insured**.

#### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of 100% “no-win no-fee”.

#### Conditional Fee Agreement

A legally enforceable agreement entered into between the **insured** and **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

#### Insured

Shall extend to include

- 1) an infant being transported on the **bike** or an attached trailer using suitable carrying equipment that meets legal safety standards
- 2) a co-cyclist riding with **you** where the bike is a tandem

#### Insurer

AmTrust Europe limited

#### Legal costs & expenses

- 1) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44.
- 2) Other side’s costs and disbursements where the **insured** has 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:

- the **insured’s** claim or appeal will be successful, and
- any judgment being sought by the **insured** will be enforced.

#### Small Claims Court

A court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Courts Reform (Scotland) Act 2014, or the equivalent jurisdiction in the United Kingdom that applies.

#### Territorial limit

The United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

## **We/us/our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer** AmTrust Europe limited

## **WHEN THIS COVER SECTION HELPS**

This cover section will help the **insured** if an event which is another party's fault:

- a) damages the **bike** and/or personal property in or on it, and/or
- b) injures or kills the **insured** whilst on or attached to the **bike**.

## **HOW THIS COVER SECTION HELPS**

**We** will pay the **insured's legal costs & expenses** up to the limit of indemnity specified in **your Policy Schedule** for all claims arising from or relating to the same original cause including the cost of appeals to claim back losses that are not otherwise insured provided that:

- 1) the **insured** keeps to the terms of this section and cooperates fully with **us**
- 2) the accident happens in the **territorial limit**
- 3) the claim
  - i) always has reasonable prospects of success
  - ii) is reported to **us**
    - during the **period of insurance**
    - as soon as possible after the accident
- 4) unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - i) to be heard by the small claims court, and/or
  - ii) before proceedings need to be issued
- 5) the claim falls under the jurisdiction of a court in the **territorial limit**
- 6) the **insured** enters into a conditional fee agreement (unless the **appointed advisor** has entered into a collective conditional fee agreement) where legally permitted.

## **WE WILL NOT PAY FOR**

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

1. legal costs & expenses incurred before **we** accept a claim or without **our** written agreement
2. a contract
3. defending any claim other than appeals against the **insured**
4. an accident that happens before the start of the period of insurance
5. fines, penalties or compensation awarded against the **insured**
6. a group litigation order

## **CONDITIONS WHICH APPLY TO THIS COVER SECTION**

Where **our** risk under this cover section has increased due to the **insured's** failure to keep to these conditions **we** can cancel this cover section, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to claim back **legal costs & expenses** from the **insured** if this happens.

### **1. The insured's responsibilities**

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to **us**
- d) keep **legal costs & expenses** as low as possible

### **2. Freedom to choose an appointed advisor**

a) In certain circumstances as set out in 2. b) below, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.

- b) If **we** agree to start proceedings or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where the **insured's** claim is to be dealt with by the **small claims court**, and **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise their right to choose, they should write to **us** with their preferred representative's contact details.
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses to continue acting for the **insured** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

### 3. Consent

The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

### 4. Settlement

- a) **We** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay legal costs & expenses without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** **we** may refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured**, then **we** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

### 6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on pages 26 - 28 of this Policy Document and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## IF YOU ARE INVOLVED IN AN ACCIDENT WHICH IS NOT YOUR FAULT

1. Under no circumstances should **you** instruct **your** own lawyer as **we** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request one by telephoning **us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the accident is not **your** fault, **we** will arrange for a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries.
5. Please do not contact anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

## LEGAL AND TAX ADVICE

If **you** have a legal or tax problem **we** strongly recommend that **you** take advantage of **our** confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

**You** can get advice by telephoning 0344 571 7977. Use of this service does not constitute reporting of a claim.

## GENERAL EXCLUSIONS

1. This policy does not cover any **accidental damage, malicious damage or theft**, or any expense or any legal liability of any nature, directly or indirectly caused or contributed to by, or happening through or in consequence of:

a. 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.

b. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

c. adiation, or contamination by nuclear material; or

- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

d. Electronic data including but not limited to Computer Virus resulting 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.

2. Any liability in excess of the **sum insured, or value**, whichever is the lesser.

3. Any liability unless directly resulting from **your** ownership of use of a **bike**.

4. 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 using **your bike** in connection with a profession, business or occupation (other than commuting).

## GENERAL CONDITIONS

These General Conditions apply to the whole of the insurance policy. Where these conditions require **your** compliance, **you** must comply with them to have the full protection of **your** policy. If **you** do not comply with these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

### 1. Reinstatement of cover

If a claim under this policy results in our offering **you** a replacement **bike** or cash payment equivalent to your policy limit, **we** will reinstate cover for **your** replacement **bike** if **you** wish **us** to do so until **your** next annual renewal date providing you are in agreement to pay additional premium to **us** which will be calculated based upon **our** pricing methodology after payment of **your** claim. If the value of **your** replacement **bike** is higher than the **bike** **you** originally insured under this policy **you** will be asked to pay the proportionate additional premium. **You** have the right not to purchase the reinstated cover.

Following a claim **we** reserve the right to decline cover under the terms and conditions of this policy or apply special terms at the next annual renewal date.

### 2. Amendments

Mid-term amendments to **your** policy are subject to payment of any additional cost of cover and, when made by telephone or post, an administration fee of £10 will apply. If any extra **premium** is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that **period of insurance**. If **you** have already paid all **your** instalments, **you** must immediately pay any extra **premium** when it is due. If we owe **you** any return of **premium**, the amount **we** owe may be taken off the instalments due for the remaining **period of insurance**.

### 3. Other insurance

If at the time of any claim covered under this policy, **you** have any other insurance or guarantee which covers the same **theft, accidental damage**, loss or damage, **we** will only pay a proportionate share of the claim. In respect of Personal Liability cover under Section 2, no cover is available under this insurance if **you** have indemnity from any other source.

### 4. 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.

### 5. Under insurance

A proportionate reduction in any claims settlement will be made should **you** under insure (i.e. the **sum insured** **you** have chosen is less than the **value** of the **bike**).

### 6. Transferring Your Policy

This insurance cannot be transferred to anyone else unless **you** inform **us** in writing and receive confirmation that **your** request is acceptable to **us**.

### 7. Governing Law

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

## 8. Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## MAKING A CLAIM

### Who to Contact

You can download a claims form from the Website: [www.Pedalsure.com](http://www.Pedalsure.com)

To make a claim under Cover Sections 1 of this policy, call Roger Rich and Co on +44 (0) 1608 641351.

Alternatively, please send an email to [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk) or write to Roger Rich and Co at 2A Marston House, Cromwell Park, Chipping Norton Oxfordshire OX7 5SR

Lines are open between 9am and 5pm Monday to Friday. Except Bank Holidays.

To make a claim under Cover Section 2 or 3 of this insurance, please send an email to [cservice@Pedalsure.com](mailto:cservice@Pedalsure.com) or write to Pedalsure Service Limited at 150 Minorities, Suite 609, London EC3N 1LS

To make a claim under Cover Section 4 of this insurance, **you** can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request a claim form by calling ARAG plc on 0117 917 1698. Lines are open between 9am and 5pm Monday to Friday (except bank holidays).

Calls may be recorded for training, compliance and fraud prevention purposes.

### **Claims Conditions – Cover Sections 1 ,2 and 3**

**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, refuse to deal with a claim, or reduce the amount of any claim payment.**

- 1. If you suffer a bodily injury as a result of an accident whilst riding on, mounting onto or dismounting from your bike you should contact us as soon as possible but in any event within 28 days of the accident.**

#### **Claims Process**

**We will:**

- a) Take details of the accident and bodily injury; and**
  - b) Where necessary, arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of the claims administrator's own claims staff or an independent Chartered Loss Adjuster.**
- 2. If your bike is lost, or theft or malicious damage is suspected, you must inform the police as soon as possible and obtain a crime or lost property reference number.**

#### **Claims Process**

**We will:**

- a) Take details of the loss;**
- b) Arrange for an approved tradesperson to provide us with an estimate to repair or replace the bicycle.**
- c) Instruct an approved supplier to contact you.**
- d) Where necessary, arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of the claims administrator's own claims staff or an independent Chartered Loss Adjuster.**

#### **3. What you must do after making your claim:**

- a) Tell us and provide full details in writing as soon as possible if someone is holding you responsible for damage to their property or bodily injury to them and send to us any writ, summons, letter of claim or other documents.**
- b) If requested, send written details of your claim to us within 30 days.**
- c) Supply at your own expense all supporting information, evidence of ownership and proofs which we may require, we may request an inspection of the damaged bike.**
- d) As soon as possible after the occurrence of any bodily injury, you must obtain and follow the advice of a doctor.**
- e) If requested, you must arrange for all medical records, notes and correspondence relating to the claim or related pre-existing condition to be made available to a medical adviser appointed by us at our expense. You must agree to a medical examination, which we will pay for, at our request.**

#### **4. What you must not do:**

- a) Admit or deny any claim made by someone else against you or make any agreement with them. We have the right to negotiate, settle or defend any such claim in your name and on your behalf and take possession of the property insured and deal with salvage. We may**

also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.

b) Abandon any property to us.

c) Dispose of damaged items as we may need to see them.

#### 5. Basis of claims settlement

a) We may arrange for any bike, cycling related personal possessions or accessories which have been lost or damaged to be repaired or replaced by a specialist dealer of our choice who will invoice us directly for the repairs or replacement. We may however ask you to obtain terms from a reputable supplier of your choice that is prepared to invoice us directly for the items which have been lost or damaged then we agree to pay the supplier you have chosen. We reserve the right to benefit from any discount or special terms obtained from the supplier selected.

b) We may agree to pay you the amount of your claim (less any policy excess and subject to the sums insured shown in your Policy Schedule.

c) If we do not replace or repair the bike, we will pay for the loss or damage in cash.

d) We reserve the right to take and keep possession of any bike, personal possessions or accessories which are the subject of a claim and treat these as salvage and dispose of these in any way we see fit.

e) We will collect any outstanding premiums off the claim amount paid to you.

e) For claims for temporary total disablement:

- i. Benefits will only be payable in respect of complete days of temporary total disablement;
- ii. Odd days of benefit will be payable at one seventh of the weekly benefit;
- iii. Throughout the claim you must continue to pay the premium as stated in your Policy Schedule;
- iv. All temporary total disablement benefits shall cease upon your death.

If you have been paying your premium by instalments, any unpaid premium for the remainder of your period of insurance may be deducted from your settlement.



#### **Claims Conditions – Cover Section 4**

**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, refuse to deal with a claim, or reduce the amount of any claim payment.

#### **IF YOU ARE INVOLVED IN AN ACCIDENT WHICH IS NOT YOUR FAULT**

1. Under no circumstances should **you** instruct **your** own lawyer as **we** will not pay any costs incurred without **our** agreement.
2. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.
3. If the advisor believes the accident is not **your** fault, **we** will arrange for a legal expert to contact **you** who will help claim back **your** losses and obtain compensation for any injuries.
4. Please do not contact anyone else regarding claiming back **your** losses or compensation for personal injury until **you** hear from **us**.

#### **Other Insurance**

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same benefits, loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries. In respect of Personal Liability cover under Cover Section 3 of this policy, no cover is available under this insurance if **you** have cover from any other source.

## CANCELLATION OF THE POLICY

### Your Cancellation Rights

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** agent will then refund **your** premium.

If any gifts or promotional vouchers have been provided with Your policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect Your statutory rights.

**You** can also cancel **your** policy at any time after the first 14 days from the start of this insurance or receipt of the policy documents, whichever the later, and **we** will return any premium **you** have paid for any **period of insurance** left provided **you** have not made a claim. **We** will not refund more than 60% of the annual premium unless this **policy** is a renewal of **your** insurance with **us**, in which case **we** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** less an administration fee of up to £20 to reflect the costs of arranging and cancelling the policy.

Please contact **your agent** if **you** wish to cancel **your** policy. Their contact details are shown on page 2 of this Policy Document

### The Insurers' Cancellation Rights

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

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

## RENEWING YOUR POLICY

**We** are not obliged to renew **your** insurance. If **we** are able to offer renewal, **your agent** will contact **you** 30 days before **your** current **period of insurance** ends with an email which will outline your renewal invitation and new policy details. They will also tell **you** about any changes to the premium and/or the policy terms and conditions.

This will give **you** the opportunity to decline the renewal invitation or the policy will automatically renew on the expiry of the ending policy. **You** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell **your agent**. Their contact details are shown on page 2 of this Policy Document.

## HOW TO MAKE A COMPLAINT

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

### **In respect of Cover Sections 1,2 and 3 only**

Complaints regarding:

#### **SALE OF THE POLICY**

Please contact **your agent** who arranged the Insurance on **your** behalf, at:

150 Minorities, Suite 609, London EC3N 1LS.

Telephone: 0800 888 6745

Email: [complaints@Pedalsure.com](mailto:complaints@Pedalsure.com)

#### **CLAIMS**

Roger Rich and Co on +44 (0)1608 641351.

Alternatively, please send an email to [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk) or write to:

Roger Rich and Co at 2A Marston House, Cromwell Park, Chipping Norton Oxfordshire OX7 5SR

For complaints about the handling of a claim under sections 2 or 3 of the policy, please contact:

Pedalsure No. 2 Limited on 0800 888 6745.

Alternatively, please send an email to [cservice@Pedalsure.com](mailto:cservice@Pedalsure.com) or write to PedaSure No. 2 Limited at 150 Minorities, Suite 609, London EC3N 1LS

For complaints about the handling of a claim under sections 1 of the policy, please contact:

For complaints about the handling of a claim under sections 4 of the policy, please contact:

ARAG plc on 0117 917 1698

Alternatively, please send an email to [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) or write to:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

#### **UNRESOLVED COMPLAINTS**

If **your** complaint is about the sale of **your** policy or **your** claim and cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

Email: [cservice@Pedalsure.com](mailto:cservice@Pedalsure.com)

In all correspondence please state that **Your** insurance is provided by Dukes House Insurance Limited and quote your policy reference number

If more than 8 weeks from the date of your complaint has passed and you haven't received a final response, or you are dissatisfied with the final response you have received (at any stage of the process) you can refer your complaint to the financial ombudsman service (contact details are shown below).

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For All other complaints please contact:

Complaints Department Dukes House Insurance Limited, PO Box 155, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 4ET

We will investigate your complaint and issue a final response letter. If you are not satisfied with our final response to your complaint or if your complaint is not resolved within 3 months, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO). You must contact CIFO about your complaint within six (6) months of our final response, or CIFO may not be able to review your complaint. You must also contact CIFO within 6 months of the event complained about or (if later) 2 years of when you could reasonably have expected to become aware that you had a reason to complain

[www.ci-fo.org](http://www.ci-fo.org)

or contact them at:

Channel Islands Financial Ombudsman (CIFO)  
P O Box 114  
Jersey, Channel Islands  
JE4 9QG  
Tel: +44 (0) 1481 722218  
Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

#### **In respect of Cover Section 4 only**

If **you** are not satisfied and wish to make a complaint, please follow the following procedure.

In the first instance, **we** would encourage **you**, by whichever method is most convenient to **you**, to contact the person who is dealing with the matter.

#### **Step 1**

If this is not appropriate for whatever reason, or if the matter is not resolved straight away, **you** can contact **our** Customer Relations Department to have the matter reviewed. The contact details are as follows:

**Tel:** 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays. For our mutual protection and **our** training purposes, calls may be recorded).

**E-mail:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**Post:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

## **Step 2**

If **we** 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

The Financial Ombudsman Service (FOS),  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Please Note:** These complaints procedures do not affect **your** right to take legal action if **you** need to.

## **LEGAL, REGULATORY & OTHER INFORMATION**

### **Dukes House Insurance Limited PRIVACY NOTICE**

We are Dukes House Insurance Limited and Independent Broking Solutions Limited referred to as “we/us/our” in this notice. Dukes House Insurance Limited is registered with the Office of the Data Protection Authority in Guernsey under reference 61926. Independent Broking Solutions Limited is registered with the Information Commissioner Office in the UK under reference Z2537642

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. 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.

For specific types of insurance policies, for example when offering you a travel insurance 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).

## DEFINITIONS

Whenever the following words or expressions appear in **bold** in this Policy Document or in **your Policy Schedule**, they have the meaning given below.

**“Abandoned/Abandonment”** - Being left in a location other than the **insured location** for more than 12 hours at any one time or at a train station or **your** place of employment for more than 24 hours at any one time.

**“Accessories”** - Equipment added and fixed to the frame and which are not essential to the **bike’s** operation including panniers, GPS computers, saddlebags, mudguards, lights, trailers and passenger carrying trailers

**“Accident”** - A single and sudden, unexpected, unusual, specific event directly arising from **your** use of a **cycle**, 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, unforeseen and unintentional damage to the **bike** or possessions specified in **your Policy Schedule**.

**“Accidental death”** – Death which occurs solely as a result of an **accident** and within 12 months of the date of the **accident**.

**“Agent”** - The party, person or company who arranged this insurance on **your** behalf. This is Pedalsure No. 2 Limited, trading as Pedalsure.

**“Approved lock”** - A lock appropriate to the **value** of the **bike** which is:

- a) specified in the Master Locksmiths Association ‘Sold Secure’ list of cycle locks; or
- b) a Thatcham approved motorcycle lock; or
- c) any other specified lock accepted by **us** in writing.

**“Average Weekly Wage”** - **Your** total net basic annual salary at the date an insured **accident** occurs including payments for commission and overtime but excluding income received as bonuses divided by fifty two (52) or, if **you** are paid weekly, **your** average Net basic weekly wage for the thirteen weeks prior to the **accident**.

**Bikes valued** at £1,000 or under require a Silver or Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.

**Bikes valued** at more than £1,000 require a Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.

**“Bike”** - Any cycle including tricycle and tandem, trailer cycle or push scooter, other than ePeds, iPeds or cycles of similar moped like appearance, powered by human pedalling and/or battery, which is not subject to the requirements of the Road Traffic Act and is specified on **your Policy Schedule**.

**“Bike box”** - Luggage developed specifically for the carriage of a **bike** or **bike** wheels, either owned by **you** or in **your** care, custody or control for the carriage of **your** own **bike**. This must be a Hard or Rigid cased luggage Bike Box. For the avoidance of doubt, fabric bike bags are not classed as a bike box.

**“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 **your** death or disability within 12 months of the date of the **accident**.

**“Claims administrator”** - The companies who will handle any claims on **our** behalf. These are a) Roger Rich and Co for claims under Cover Sections 1 and 3 of this insurance, b) Pedalsure No. 2 Limited for claims under Cover Section 2 of this insurance and c) ARAG plc for claims under Cover Section 4 of this insurance.

**“Competition”** - An organised cycling or triathlon event from which a winner is selected. Personal Accident Cover under Cover Section 1 of this insurance will be extended to the swim and run segments as well as the cycle segment for triathlon events.

**“Dental treatment”** - Emergency dental treatment for the immediate relief of pain (to natural teeth or existing bridges or caps only) as a result of an **accident** and for which treatment has started within 48 hours of the **accident**.

**“Doctor”** – A medical practitioner, specialist or consultant who is legally qualified, licensed and registered in the UK with the General Medical Council and is not a member of **your** family or employed by **you** in any capacity.

**“Endorsement(s)”** - A change to the terms of the policy as shown under the heading “Endorsements” in **your Policy Schedule**.

**“Excess period”** – The first 14 days of any period of **temporary total disablement**, during which **we** will not pay any benefit under this insurance.

**“Evidence of ownership”** – An original purchase receipt showing the date, price paid, details of the **bike** and the name and address of the seller, or other evidence which clearly demonstrates ownership and proof of purchase

**“Family member”** – **Your** parent, spouse, partner, son, daughter, brother or sister who permanently live with **you** at the **insured location**.

**“Forcible and violent entry or exit”** -

- a) Entry or exit evidenced by visible damage to the fabric of the building or vehicle at the point of entry or exit.
- b) Damage caused to an **immovable object** or **approved lock**.

**“Hospital”**- Any establishment which is registered or licensed as a medical or surgical hospital and cares for injured or sick people under the supervision of **doctors**.

**“Hospitalisation”** - Staying in a **hospital** for at least 24 hours as an inpatient when this is considered to be necessary by a **doctor**.

**“Immovable object”** –

- a) 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**.
- b) A properly fixed motor vehicle roof rack or properly fixed vehicle bicycle rack.
- c) 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 address as stated on **your Policy Schedule** where the **bike** is usually kept which shall mean:

- a) A brick, concrete or stone house of standard construction with a slate, tiled or multi layered roof; or
- b) A privately accessed brick, concrete or stone built outbuilding or garage with a slate, tiled, corrugated steel, asbestos or multi layered roof, attached to or within the boundaries of a private house; or
- c) A self-contained flat within a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof; or
- d) A self-contained lockable private room in the halls of residence in which **you** live; or
- e) A communal hallway of a brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof within the building in which **you** live; or
- f) A brick, concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi layered roof, within the boundaries of the building in which **you** live and which is privately accessed by residents and their guests only; or



g) A privately accessed wooden shed within the boundaries of the private house in which **you** normally live.

**Insured location** also means, and cover will be provided whilst **your bike** is kept at, any temporary residence such as a holiday cottage, holiday home, guest house, hotel or similar where **your bike** is kept for a maximum period of 30 days at any one time during the **period of insurance**. Any other address that **you** live at for more than 30 days during the **period of insurance** may be covered provided **you** advise **us** and **we** agree to provide cover by issuing **you** with an **endorsement** to **your** policy.

**“Loss of hearing”** - Permanent, total and irrecoverable loss of hearing.

**“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. This definition applies equally to loss of one limb or loss of two or more limbs.

**“Loss of sight”** - The permanent and total loss of sight which **we** consider as having happened:

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

**“Loss of speech”** - Permanent, total and irrecoverable loss of speech.

**“Loss of use”** – Permanent and total loss of use, where the condition is irreversible even following surgery.

**“Malicious damage”** – Intentional damage caused by someone other than **you**.

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

**“Out of pocket expenses”** – Additional cost of transport, medical care, nursing care, childcare, medication and medical aids and equipment.

**“Paraplegia”** - Permanent and entire paralysis of both legs.

**“Period of insurance”** - The period for which this insurance is valid as stated in **your Policy Schedule**.

**“Permanent total disablement”** - This has different meanings, as shown below, dependent on **your** age and whether or not **you** are in paid employment:

If **you** are in any form of paid employment, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to do the material and substantial duties of **your** occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of **your** occupation that cannot reasonably be omitted or modified. **Your** occupation means **your** trade, profession or type of work **you** do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or **you** expect to retire.

If **you** are not in any form of paid employment, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to continue **your** education and/or will be unable ever to complete

the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

If **you** aged 18 or under and are in any form of full-time education, permanent total disablement means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that **you** are unable to continue **your** education ever again, or will be unable ever to perform material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

**“Personal Possessions”** - Clothes and articles worn, used or carried on the bike when it is not at the insured location. Examples of additional items which will be covered include sports equipment. Please note that **we** do not cover **valuables** as defined on page 34 of this Policy Document.

**“Policy Excess”** – The amount **you** are required to pay as the first part of each and every claim under Section 2 of this insurance for **accidental damage, theft or malicious damage** to/of **your bike**. If any claim under this insurance relates to more than one of **your bikes**, a **policy excess** will be payable in respect of each **bike**.

**“Policy Schedule”** - The document which names **you** as the insured person and sets out what this policy covers **you** for. It will confirm the **period of insurance**, the cover options **you** have chosen and the cover limits. **Your Policy Schedule** will be replaced whenever **you** make any changes to the policy.

**“Pre-existing condition”** - A physical or mental disability, or on-going or recurring medical condition, which **you** had, knew **you** were likely to have, or had symptoms of, before the start of the **period of insurance**.

**“Quadriplegia”** - Permanent and total paralysis of both legs and both arms.

**“Sum(s) insured”** – The amount(s) set out in **your Policy Schedule**.

**“Temporary total disablement”** – **Bodily injury** following an **accident** which prevents **you** entirely from working in **your** usual profession, business or occupation.

**“Territorial limits”** -

- a) Anywhere in the United Kingdom or Isle of Man; or
- b) Worldwide for up to 30 days during any one **period of insurance** provided **you** have paid the required additional premium and the cover is shown on **your Policy Schedule**. Please note that no cover is provided under Cover Section 3 – Personal Liability for any liability arising out of use of a **bike** in the USA or Canada; or
- c) Worldwide for up to 60 days during any one **period of insurance** provided **you** have paid the required additional premium and the cover is shown on **your Policy Schedule**. Please note that no cover is provided under Cover Section 3 – Personal Liability for any liability arising out of use of a **bike** in the USA or Canada.

**Please Note:** There is a special definition of “territorial limit” which applies only to, and can be found within, Cover Section 4 (Cyclist’s Legal Protection) of this Policy Document.

**“Theft”** – The taking of the **bike** specified in **your Policy Schedule** without **your** permission and with the intention of permanently depriving **you** of it.

**“Unattended”** - When the **bike** is not being used or held by **you** or an adult who is entrusted with its safe keeping.

**“Valuables”** – Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars and watches, mobile phones, PDAs and MP3 players.

**“Value/Valued”** - The current equivalent replacement cost of **your bike** as shown on **your Policy Schedule**.

**Watercraft** - A boat or other vessel that travels on water, including permanently sited Houseboats

**“We, us, our”** – means:

- for Cover Section 1 (Personal Accident), Cover Section 2 (The Bike) and Cover Section 3 (Personal Liability)
  
- for Cover Section 4 (Cyclist’s Legal Protection) – AmTrust Europe Limited, and/or ARAG plc who are authorised to administer this cover section on the insurer’s behalf.

**“You, your”** - The individual named on the **Policy Schedule** as the insured person who has paid the appropriate premium.