

Cycle Insurance

Policy Wording

Please contact the administrator by email at admin@covercloud.co.uk or by phone on 0345 812 0030 if you need any documents to be made available in braille and/or large print and/or in audio format.

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YOUR CYCLE INSURANCE

This **policy** wording and **your schedule of insurance** form a legally binding contract of insurance between **you** and **us** and explains the definitions, conditions, exclusions and limits of cover **we** provide. This contract is only valid when **you** have a valid **schedule of insurance** and have paid the appropriate premium.

Please take the time to read the contents of this **policy** wording to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with the terms and conditions. **We** recommend that **you** periodically review **your policy** to ensure that it continues to meet **your** needs.

It is important that **you** check **your policy** wording and **schedule of insurance** carefully and contact CoverCloud if **you** have any queries or they are incorrect on admin@covercloud.co.uk or complete the online contact form at www.covercloud.co.uk/contact-us.

You need to keep this wording and **your schedule of insurance** in a safe place, together with the **evidence of ownership** and **frame number**.

INFORMATION ABOUT YOUR INSURANCE PROVIDERS

This insurance is administered by Acumen Insurance Services Limited trading as CoverCloud Insurance. Acumen Insurance Services Limited is an Appointed Representative of Maintenance Assist Limited who is Authorised and Regulated by the Financial Conduct Authority (FCA). Register number 516611. Maintenance Assist Limited's Registered Office is St Clare House, 30-33 Minories, London EC3N 1PE.

Sections 1 - 5 are underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is deemed authorised and regulated by the Financial Conduct Authority. The nature and extent of consumer protections may differ from those firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Section 6 (Cycle Rescue) is provided by Call Assist Limited and is underwritten by DAS Legal Expenses Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (Register number 304838) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited's Registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

DEMANDS AND NEEDS

We have not provided **you** with a personal recommendation as to whether this **policy** is suitable for **your** specific needs. This product meets the demands and needs of those who wish to insure specific risks relating to their **cycle(s)** against accidental **damage** and **theft**, and if shown on your **schedule of insurance**, breakdown, personal **accident** and legal expenses.

YOUR RESPONSIBILITY

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**. **You**

must tell **us** of any changes to the answers **you** have given as soon as possible. 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 **we** may not pay any claim in full.

GENERAL INFORMATION

Who is covered:

Your schedule of insurance shows the **insured person, cycle, frame number** and **sums insured** under this **policy** and any special terms or conditions that might apply.

Cover is available to the **insured person** and all **direct family members** of **your** household, who are permanent residents of the **United Kingdom**.

Please note: the **insured person** must be aged 18 years old or over to purchase this **policy**.

How to contact us:

We are here to help whenever **you** need **us**. If **you** have any questions about **your policy** or would like to discuss any other insurance needs, or need advice please either:

Email: admin@covercloud.co.uk

Online: www.covercloud.co.uk/contact-us

Tel: 0345 812 0030

If **you** would like to write to **us**, please write to **us** at:

Acumen Insurance Services Limited
St Clare House
30-33 Minories
London
EC3N 1PE

In any communication with **us**, please remember to quote **your** full name, address and **your policy** number. This will enable **us** to quickly locate **your policy** details.

CYCLE ELIGIBILITY

We can only insure **cycles** if **you** are able to provide **evidence of ownership, frame number** and if they are:

1. purchased as new or second-hand from a **cycle** retailer;
2. a **cycle** provided to **you** as an insurance claim replacement with documentary evidence;
3. gifted to **you** and **you** are able to provide a gift receipt or original purchase receipt issued to the original owner;
4. not exceeding £6,000 in value;
5. in **your** possession and in good working condition (not accidentally damaged) on date of first **policy** inception.

GENERAL SECURITY REQUIREMENTS

Security Requirements Where The Cycle is at The Insured Location:

Damage or **theft** of the **cycle**, whilst at the **insured location**, shall only be covered in circumstances where the **cycle** is:

- a. kept inside a self-contained locked premises where **you** and/or **your direct family member(s)** are the sole residents. Any security devices such as CCTV cameras must be operating correctly; or
- b. kept inside a self-contained lockable private room within a shared accommodation, in which **you** live. Any security devices such as CCTV cameras must be operating correctly; or
- c. kept inside a privately accessed garage, outbuilding or shed within the boundaries of the **insured location** and **you** have complied with the following security requirements:
 - all external doors must be secured by a minimum of a 5 lever mortice deadlock to BS3621 standard or a 5 lever padlock; or
 - the **cycle** must be secured through the **frame** and any quick release wheels by an **approved lock** to an **immovable object** within the building; or
- d. secured through the **frame** and any quick release wheels by an **approved lock** to an **immovable object** within the building at any location which is described as a communal outbuilding.

Security Requirements Where The Cycle is Away from The Insured Location:

Damage or **theft** of the **cycle**, whilst away from the **insured location**, shall only be covered in circumstances where:

- a. the **cycle** is secured to an **immovable object** by an **approved lock** through the **frame** and any quick release wheels; and
- b. any access to the **cycle** is effected by forcible and violent entry; and
- c. the **cycle** is not left **unattended** within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, for more than 24 hours and subject to conditions (a) and (b) above.

Security Requirements Where The Cycle is In or On a Vehicle:

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

- a. all doors, windows and other openings of the vehicle and **cycle** rack are left closed, securely locked and properly fastened;
- b. access to the **cycle** must have been effected by forcible and violent entry;

- c. any security devices installed in the vehicle and **cycle** rack are in operation;
- d. the **cycle** is stored out of sight wherever possible, or is secured through the **frame** and any quick release wheels by an **approved lock** to the roof or **cycle** rack attached to the vehicle;
- e. if the **cycle** is left in the vehicle between the hours of 9pm and 6am the **cycle** must be covered up so that it is not visible to persons outside of the vehicle;
- f. **cycles** which are locked on to the exterior of the vehicle (e.g. by roof or rear **cycle** rack) must be removed between the hours of 9pm and 6am and either placed inside the vehicle, or kept securely in accordance with the **policy** terms and conditions;
- g. any vehicle used must have:
 - a valid motor insurance; and
 - a valid MOT certificate where applicable; and
 - a current road tax where applicable; and
 - all windows capable of being securely fastened and locks must be capable of rendering the vehicle secure.

POLICY CANCELLATION

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then simply email **us** at admin@covercloud.co.uk or complete **our** online contact form at www.covercloud.co.uk/contact-us or write to the following address.

Acumen Insurance Services Limited
 St Clare House
 30-33 Minories
 London
 EC3N 1PE

Tel: 0345 812 0030

If **you** cancel within 14 days from the purchase date or the day on which **you** receive the **policy** documentation, whichever is later, **you** will receive a full refund of the premium provided **you** have not made a claim and do not intend to make a claim.

You can cancel this **policy** at any time after the 14 day period and **you** will receive a full refund provided the cancellation of the **policy** is before the **period of insurance** begins.

If the **period of insurance** has begun, **you** can cancel at any time after the 14 day period and **you** will receive a pro-rata refund for the remaining period provided **you** have not made and do not intend to make a claim.

If **you** pay **your** premium monthly, **your policy** will be cancelled with immediate effect. There will be no refund of premium due as the premium paid will have only been in respect of the cover already received.

If a claim has been made by **you** **we** will not refund any premium and **you** must still continue to pay **us** the monthly premium for the remainder of **your** annual term.

We shall not be bound to accept renewal of any insurance and may at any time cancel **your policy** by giving 14 days notice in writing to **you** last known email address (or mailing address if **you** do not have an email address) provided by **you** where there is a valid reason for doing so.

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.

FRAUDULENT CLAIMS / FRAUD

You must not act in a fraudulent way. If **your** claim is in any way dishonest or exaggerated, or 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**; or
- Fails to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false; or
- Makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

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.

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.

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.

LANGUAGE

The contractual terms and conditions, and other information relating to this **policy** will be in the English language.

CHANGE OF CIRCUMSTANCES

You must immediately advise **us** if any of the following circumstances change, at any point during the **period of insurance**:

- **You** are no longer a permanent resident of the **United Kingdom**;
- **You** change **your home address**;
- **You** change or dispose of **your cycle**.

If **you** are not sure if a change in circumstances is relevant to **your policy**, please contact **us** for advice by email at admin@covercloud.co.uk or complete **our** online contact form at www.covercloud.co.uk/contact-us or telephone 0345 812 0030.

REINSTATEMENT OF COVER

In the event of a claim resulting in a total loss and subsequent replacement or cash settlement, **you** may apply for the reinstatement of cover on the replacement **cycle**. The **policy** renewal date will remain unchanged and will operate as shown on **your schedule of insurance**. If the insured value of **your** replacement **cycle** is higher than the current insured value, **you** will be asked to pay the proportionate additional premium. Following a claim **we** reserve the right to decline to reinstate cover or to apply special terms.

CONTRIBUTION CLAUSE

If at the time of any **insured incident** which results in a claim under this **policy**, there is another insurance policy (or a third party that has a legal responsibility) that covers the same loss, **damage** or **theft**, we will not pay **you** more than **our** proportional share when settling your claim (not applicable to Section 4 – Personal Accident).

AUTOMATIC RENEWAL

We will contact **you** up to 30 days before the annual renewal date of **your policy** and **we** will tell **you** then if there are any changes to **your** premium or cover. To ensure continuation of cover, **we** will then renew **your policy** unless **you** advise **us** otherwise. If **we** are unable to automatically process **your** renewal **we** will contact **you** before **your** renewal date and invite **you** to renew **your policy** via an alternative channel. **Your** renewal premium will be taken by the same method used during **your** initial purchase. If **you** do not want to auto renew **your policy**, simply follow the instruction in **your** renewal notification.

If **you** do nothing, then this **policy** will automatically renew for a further period of 12 months.

DEFINITIONS

The following words, expressions or phrases apply to each and every part of this **policy** and will have the same meaning wherever they appear in this document in **bold**.

Accessories – equipment added or fixed to the **cycle** in addition to the manufacturers original specification, including helmets (excluding airbag helmets), shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, backpacks, helmet mounted cycling cameras, cycling computers, cycling GPS unit, lights, spare wheels, **cycle** luggage, **cycle** trailers and tag-a-longs, cycling tools, cycling armour & guards, locks.

Accident – a sudden and unexpected event arising from **your** use of **your cycle** during the **period of insurance**.

Approved Lock –

1. A nominated lock which is specified in the 'Sold Secure' list (www.soldsecure.com) of **cycle** locks which is appropriate to the insured value of the **cycle**:
 - Insured value under £500 require a Bronze rated lock;
 - Insured value under £1,000 require a Silver rated lock;
 - Insured value over £1,000 require a Gold rated lock; or
2. Any other specified lock accepted by **us** and specified in an endorsement.

Bodily Injury – death or identifiable physical injury resulting solely and independently from an **accident**.

Callout(s) – the deployment of a **recovery operator** to **your cycle**.

Cycle(s) – any bicycle, tricycle or tandem powered by human pedalling and/or battery, which is **your** own property and a **frame number** provided to **us**, usually kept at the address shown on **your schedule of insurance** which is not subject to the requirements of the Road Traffic Act, including all component parts that are required for the operation of the **cycle**.

Damage – unexpected, sudden, malicious and unintentional physical **damage** during the **period of insurance**.

Direct Family Member(s) – a spouse, partner, parent, son, daughter, grandchild, a minor under **your** legal guardianship or sibling who lives permanently with **you** at the address stated in **your schedule of insurance**.

Doctor – a person other than **you**, a **direct family member** or an employee of yours, who is licensed to practice medicine or surgery in the country where treatment is given.

Evidence of Ownership – a document that demonstrates **your** ownership of the **cycle** and any **accessories** (including the **approved lock**) **you** are claiming for. This

can be in the form of a till receipt, delivery note or invoice issued to **you** or to a **direct family member** or if the **cycle** was gifted to **you** by a third party, a gift receipt issued by the retailer at the time the **cycle** was purchased would suffice. It may help **your** claim if **you** are able to provide a dated photograph of the **cycle**, along with the **accessories, approved lock** and **frame number**.

Excess – the amount **you** have to pay in respect of each agreed claim as stated in **your schedule of insurance**.

Frame – the main component of a **cycle** onto which wheels and other components are fitted.

Frame Number – a number stamped into the metal under the bottom bracket or if a carbon **frame**, the number will be etched into the surface or displayed on a sticker. Occasionally, the **frame number** will be on the inside of the chain stay or on the down tube or top tube.

Home Address – the last known address that **we** have for where **you** reside within the **United Kingdom**.

Immovable Object –

1. any solid object fixed in or onto concrete or stone, which cannot be undone, removed with or lifted under or over the **cycle**.
2. a properly fixed motor vehicle roof rack or properly fixed vehicle rack.
3. at train stations, a **cycle** rack supplied by the train station expressly for the purpose of securing **cycles**, and within the jurisdiction of the transport police.

Insured Incident – an **accident**, act of vandalism, or irreparable breakdown to the **cycle** which immediately renders the **cycle** immobilised.

Insured Person – the person aged 18 years or over and named in the **schedule of insurance** as the insured.

Insured Location – the location stated in **your schedule of insurance** where **your cycle** and/or **your accessories** are usually kept which may include the following:

- a. **your home address** including it's privately accessed garage(s); or
- b. a privately accessed lockable wooden or metal shed, outbuilding or detached garage which are attached to or within the boundaries of **your home address**; or
- c. a self-contained lockable private room within a shared accommodation, in which **you** normally reside; or
- d. a purpose-built **cycle** storage facility; or
- e. any temporary residence in which **you** are resident such as a holiday cottage/home, guesthouse or hotel for a maximum of 30 consecutive days at any one time during the **period of insurance** within the **territorial limits** or any other location agreed by **us** and specified in **your schedule of insurance**.

Legal Adviser – the solicitor or appropriately qualified person, firm or company, including **us**, who is chosen to act for **you** in **your** claim for compensation.

Loss of limb – means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

Loss of sight – means total and irrecoverable **loss of sight** which shall be considered as having occurred:

- 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 the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Period of Insurance – the period of time for which this **policy** is in force as shown in the **schedule of insurance**.

Permanent Total Disablement – permanent disability which entirely prevents **you** from working in any business or occupation which **you** are practically suited to by training, education or experience which has been certified by a **doctor**.

Policy – this insurance document and the **schedule of insurance**.

Recovery Operator – the independent technician **we** appoint to attend the **insured incident**.

Rescue Co-ordinator(s) – the telephone operator employed by **us**.

Schedule of Insurance – the document showing the details of the **insured person, insured location, frame number, sums insured, excess** and **territorial limits**.

Sums Insured – the amounts set out on **your schedule of insurance** for each section of cover.

Territorial Limits – United Kingdom or worldwide as set out in **your schedule of insurance** in which cover operates.

Terrorism – an act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Theft – the unauthorised dishonest appropriation, or attempted appropriation, of the **cycle** specified on **your** validation certificate, by another person with the intention of permanently depriving **you** of it.

Unattended – when the **cycle** is not being used or held in accordance with security requirements of this **policy**, by **you**.

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

We/Us/Our – any, or all of:

- Acumen Insurance Services Limited trading as CoverCloud Insurance
- White Horse Insurance Ireland dac (“White Horse”)
- Call Assist Limited (“Call Assist”)
- DAS Legal Expenses Insurance Company Limited

You/Your – the **insured person** named in the **schedule of insurance** and all **direct family members** of that persons household, who are permanent residents of the **United Kingdom**.

HOW TO MAKE A CLAIM

Sections 1 - 5:

Firstly, please check **your policy** and **schedule of insurance** to see if **you** have the appropriate cover.

To report a claim please use the online claims portal at:

www.cycleinsuranceclaims.co.uk

In respect of any **theft**, attempted **theft** and/or resultant **damage you** must report the incident to the Police within 48 hours and obtain an incident/crime number.

You will be asked to supply evidence to support **your** claim at **your** own expense, including but not limited to, **evidence of ownership, frame number** and police incident/crime number.

Section 6 (Cycle Rescue):

If **your cycle** suffers an **insured incident** please call **our** 24 hour control centre on:

Tel: 01206 812723

Please have the following information ready to provide to **our rescue co-ordinator**:

- **Your** return telephone number
- **Your policy** number
- The precise location of **your cycle** (or as accurate as **you** are able in the circumstances).

We will take **your** details and ask **you** to remain by the telephone **you** are calling from. Once **we** have made all the arrangements **we** will contact **you** to advise who will be coming out to **you** and how long they are expected to take. **Your** mobile phone must therefore be switched on and available to take calls at all times. **You** will then be asked to return to **your cycle**.

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, **policy** number and **policy** postcode to 07537 404890.

It is **your** responsibility to abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within sight of the **cycle**.

COMPLAINTS PROCEDURE

Complaints about the Sale of Your Policy:

We will do everything possible to ensure that **you** receive, at all times, excellent service and be there when **you** need **us**. **We** hope that **you** do not have cause to complain, however if **you** are at any time dissatisfied with the service **you** have received from **us** and wish to make a complaint **you** can by writing to:

CoverCloud Insurance
St Clare House
30-33 Minories
London
EC3N 1PE

Tel: 0345 812 0030

Email: admin@covercloud.co.uk

Complaints about a Claim or Policy Coverage:

Sections 1 - 5:

If **your** complaint relates to a claim under Sections 1 - 5 that are underwritten by White Horse Insurance Ireland dac please contact:

The Customer Experience Manager,
White Horse Insurance Ireland dac
First Floor, Rineanna House
Shannon Free Zone
Shannon
County Clare V14 CA36
Republic of Ireland
Email: complaints@white-horse.ie

Sections 6 (Cycle Rescue):

If **your** complaint relates to a claim under Sections 6 (Cycle Rescue)

Please contact:

Customer Services
Call Assist
Axis Court
North Station Road
Colchester
CO1 1UX

Please include the details of **your policy** and in particular **your policy** number, to help **your** enquiry to be dealt with speedily.

We take all customer complaints seriously but if **your** complaint is about the sale of **your policy**, roadside assistance and/or claim is not resolved to **your** satisfaction and **you** remain dissatisfied with the final response **you** have the right to make an appeal to the Financial Ombudsman Service (FOS).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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

If **you** have purchased the insurance **policy** online or by other electronic means, **you** may also raise **your** complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Following this complaint procedure does not affect **your** rights to take legal action.

SECTION 1 – THEFT AND/OR DAMAGE TO CYCLE

Cover only applies within **your territorial limits** where the appropriate premium has been paid and the relevant section(s) are shown on **your schedule of insurance**.

What is Covered:

We will pay you for

- a. **theft** of or **damage** to **your cycle** at **your insured location** during the **period of insurance**
- b. **theft** of or **damage** to **your cycle** away from **your insured location** during the **period of insurance**

Please Note

We agree to pay for repair or replacement, up to the **sums insured**, of **your cycle** that has been stolen or sustained **damage**.

We will repair, replace or pay for **your cycle** on a new for old basis provided the stolen or damaged **cycle** was not more than 3 years old at the date of loss and was new when **you** purchased it.

If the **cycle** was more than 3 years old or was second-hand at the time of purchase **we** will repair, replace or pay for **your cycle** on an equivalent type or specification basis

What is Not Covered:

1. the **excess** as stated in **your schedule of insurance**;
2. **theft** of or **damage** to **your cycle** unless substantiated by **evidence of ownership**;
3. **theft** of or **damage** to **your cycle** unless the **frame number** has been provided to **us**;
4. **theft** from the **insured location** unless there is evidence of forcible and/or violent entry or exit;
5. **theft** from a vehicle unless the **cycle** is not visible to persons outside of the vehicle or it is secured through the **frame** and any quick release wheels by an **approved lock** to a roof or bike rack attached to the vehicle;
6. **theft** from a vehicle unless there is evidence of forcible and/or violent entry;
7. **theft** if **your cycle** was not secured through the **frame** and any quick release wheels by an **approved lock** to an **immovable object**;
8. **damage** sustained in transit when handed to a recognised transport provider, unless the **cycle** is securely packaged and a receipt obtained;
9. any tyres unless the **cycle** was stolen or damaged at the same time;
10. **theft** or **damage** sustained if loaned or hired out by **you** to any person other than a **direct family member**;
11. any claim exceeding the **sums insured** as stated on **your schedule of insurance**;

12. any claim arising from marring, scratching, denting or any cosmetic change which does not impair the function of the **cycle**;
13. any claim arising gradually, including but not limited to general wear and tear, atmospheric or climatic conditions, frost, insects, vermin, rust, dust, contamination, chemical reaction or dampness;
14. any claim where the **cycle** has suffered **damage** as a result of a manufacturing fault which is still covered under a manufacturer's warranty;
15. failure to maintain the **cycle** in accordance with the manufacturer's instructions;
16. any mechanical or electrical breakdown or defect or electronic malfunction;
17. **theft**, loss or **damage** incurred to **your cycle** whilst being used for professional races or business/trade purposes;
18. **theft** or **damage** to **your cycle** if left **unattended** in a location, other than the **insured location**;
19. **theft** of **accessories** unless **you** have cover for **your accessories** as shown on **your schedule of insurance**;
20. **theft** of **your cycle** if secured by a lock which is not approved for the value of **your insured cycle**;
21. any claim where **you** have failed to obtain a police incident/crime number;
22. anything contained in the general exclusions of this **policy**.

SECTION 2 – THEFT AND/OR DAMAGE TO ACCESSORIES

(Cover only applicable if shown on **your schedule of insurance**)

What is Covered:

We will pay you for

- a. **damage** or **theft** of **your accessories** at **your insured location** during the **period of insurance**
- b. **damage** or **theft** of **your accessories** away from **your insured location** during the **period of insurance**

What is Not Covered:

1. the **excess** as stated in **your schedule of insurance**;
2. **theft** of or **damage** to **accessories** where **accessories** cover is not shown on **your schedule of insurance**;
3. **theft** of or **damage** to **your accessories** unless substantiated by **evidence of ownership**;
4. any fixed **accessories** unless the **cycle** was stolen or damaged at the same time;
5. **theft** from the **insured location** unless there is evidence of forcible and/or violent entry or exit;
6. **theft** from a vehicle unless the **accessories** are completely out of sight and there is evidence of forcible and/or violent entry;

7. **damage** sustained in transit when handed to a recognised transport provider, unless the **accessories** are securely packaged and a receipt obtained;
8. **theft** or **damage** sustained if loaned or hired out by **you** to any person other than a **direct family member**;
9. any claim arising gradually, including but not limited to general wear and tear, atmospheric or climatic conditions, frost, insects, vermin, rust, dust, contamination, chemical reaction or dampness;
10. failure to maintain **accessories** in accordance with the manufacturer's instructions;
11. any mechanical or electrical breakdown or defect or electronic malfunction;
12. **theft** or **damage** to **your accessories** if left **unattended** in a location, other than the **insured location**;
13. any claim where **you** have failed to obtain a police incident/crime number;
14. anything contained in the general exclusions of this **policy**.

SECTION 3 – REPLACEMENT CYCLE HIRE

(Cover only applicable if shown on **your schedule of insurance**)

What is Covered:

We will pay **you** up to the amount stated in **your schedule of insurance** during the **period of insurance** for the cost of hiring an alternative **cycle** from a recognised reputable **cycle** dealer whilst awaiting repair or replacement of **your cycle** when it is the subject of an approved claim with **us**.

What is Not Covered:

1. the costs of hire where **our** prior authority has not been obtained;
2. any costs of hire where evidence of expenditure cannot be provided;
3. any costs incurred by anyone other than **you**;
4. anything contained in the general exclusions of this **policy**.

SECTION 4 – PERSONAL ACCIDENT

(Cover only applicable if shown on **your schedule of insurance**)

What is Covered:

We will pay **you** up to the amount stated in **your schedule of insurance** if at any time whilst **you** are using a **cycle** within **your territorial limits**, **you** are involved in an **accident**, which solely and independently of any other cause, causes **you bodily injury** which results in either

your death, loss of limb, loss of sight or permanent total disablement.

The amounts **we** will pay under this section are either Level 1 or Level 2 as stated in your **schedule of insurance**.

Accidental bodily injury which results in:	Level 1	Level 2
Loss of Limb	£5,000	£10,000
Loss of Sight	£5,000	£10,000
Permanent Total Disablement (No cover if aged under 16 years of age or over 65 years of age)	£10,000	£25,000
Death (Limited to £1,000 if aged under 16 years of age or over 65 years of age)	£10,000	£25,000

Benefit under this section shall be payable to **you** or **your** nominees.

What is Not Covered:

1. any **accident** not involving the use of a **cycle** by **you**;
2. any claim for death benefit over £1,000 if aged under 16 years of age or over 65 years of age;
3. **permanent total disablement** for anyone under 16 years of age or over 65 years of age;
4. suicide, attempted suicide or intentional self-injury or insanity;
5. any deliberate exposure to exceptional danger (except in an attempt to save a human life);
6. any benefit directly or indirectly resulting from stress, trauma or psychiatric illness;
7. taking part in any criminal act;
8. being under the influence of alcohol or drugs;
9. any benefit when **your** death, injury or loss does not occur within 180 days of the **accident**;
10. any benefit when **you** cannot prove to **us** that the **permanent total disablement** has continued for 12 consecutive months from the date of the **accident** and in all probability will continue for the remainder of **your** life;
11. more than one benefit under this section;
12. any benefit whilst using the **cycle** for hire, reward, courier services, or the carriage of paying passengers;
13. anything contained in the general exclusions of this **policy**.

SECTION 5 – LEGAL EXPENSES

(Cover only applicable if shown on **your schedule of insurance**)

What is Covered:

We will pay legal costs and expenses incurred by **you**, up to the amount stated in **your schedule of insurance**, in the pursuit of legal proceedings by **you** or **your** personal representative(s) for compensation and/or damages arising from or out of **your** injury or death whilst using your **cycle**.

We will nominate a **legal adviser** to act for **you**. If **you** and **we** cannot agree on that legal adviser the matter can be referred to an Alternative Resolution Facility.

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

What is Not Covered:

1. any claim brought against **us** or **our** agents or **your direct family members** or relatives;
2. legal expenses incurred prior to the granting of **our** support;
3. any claim not involving the use of a **cycle**;
4. any claim that occurs outside of the **territorial limits** shown in **your schedule of insurance**;
5. any claim reported more than 31 days after the commencement of the incident giving rise to such claim;
6. any claim where **we** consider **your** prospects of success in achieving a reasonable benefit are insufficient;
7. claims for legal costs where **you** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence;
8. claims emerging from the pursuance of a contingent fee agreement between **you** and **your** counsel;
9. pursuing claims as part of or on behalf of a group or organisation;
10. anything contained in the general exclusions of this **policy**.

SECTION 6 – CYCLE RESCUE

Please note that this section of cover is not underwritten by White Horse Insurance Ireland dac.

(Cover only applicable if shown on **your schedule of insurance**. Cycle rescue cover is restricted to incidents occurring in the United Kingdom only)

This service is provided by Call Assist Limited.

What is Covered:

We will provide cover If **your cycle** suffers an **insured incident**, which occurs more than one mile from **your home address**. **We** will send help if **you** are unable to

complete the **cycle** portion of **your** journey as a result of an **accident**, vandalism, or an irreparable breakdown to **your cycle**. **We** will arrange and pay for **you**, any **pillions**, any **direct family members** and **your** and **direct family members cycles** (if appropriate) to be transported at **our** discretion to:

- The nearest suitable **cycle** repair shop or
- The nearest appropriate railway station or
- The nearest car rental agency or
- The nearest overnight accommodation or
- **Your Home Address**, if closer.

Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament.

Uninsured Service

We can usually provide assistance for services which are not covered under this insurance **policy**. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Repairs

Any repairs undertaken by a **cycle** repair shop are provided under a separate agreement, which is between **you** and the **cycle** repair shop. If the cost of repairs to **your cycle** is covered under Section 1, **we** advise **you** contact the claims department for that section before authorising repairs to **your cycle**.

What is Not Covered:

1. an **insured incident** occurring outside the **period of insurance**;
2. any **insured incident** within a mile, by public highway from **your home address**;
3. any **insured incident** where the **cycle** is being used in a way that is not specified in the design and manufacturers specifications, or arising directly out of the unreasonable use of the **cycle** on unsuitable terrain;
4. the recovery of **you** and **your cycle** if repairs can be carried out at or near the scene of the **insured incident** within the same working day;
5. insured incidents where the **cycle** is not accessible or cannot be transported safely, legally and without hindrance using a standard transporter or trailer, including immersion in mud, sand, snow or water;
6. insured incidents while the **cycle** is being used or has been modified for racing, trials or rallies, speed or endurance tests or practices for those activities;
7. any **damage to your cycle** or its **accessories** whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect **your cycle** from a repairer or for any time that has to be taken off work because of an **insured incident**;

8. fines or penalties imposed by courts;
9. **callout** charges the police may charge;
10. ferry and toll charges;
11. the cost of parts, components, lubricants or materials, food, drink, telephone calls, or other incidental expenses;
12. any costs other than recovery to one of the destinations detailed;
13. the charges of any company or person other than the **recovery operator** called out by **us**;
14. insured incidents where **our** control centre has not been notified promptly of the **insured incident** prior to expenses being incurred;
15. insured incidents where charges incurred have not been settled promptly by **you** before requesting reimbursement;
16. any charges arising from **your** failure to comply with the requests of **us** or the **recovery operator** concerning the assistance being provided to **you**;
17. any charges where, having contacted **us**, **you** effect recovery or repair by other means;
18. **damage** to tyres by road punctures capable of being repaired by **cycle** emergency kit available to **you** at the time of the **insured incident**;
19. medical and other expenses arising out of injury sustained by **you**;
20. more than three claims in any one **period of insurance**;
21. claims totalling more than £1,500 in any one **period of insurance**;
22. anything contained in the general conditions of this **policy**.

General Conditions - Section 6 Only

1. the rider of the **cycle** must remain with or nearby the **cycle** until help arrives.
2. if a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your policy**. **We** recommend **you** to wait for assistance to ensure the **cycle** is functioning correctly. If **you** do not wait for assistance and the **cycle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
3. **we** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
4. **we** have the right to refuse to provide the service if **you** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
5. this policy is for permanent residents of the United Kingdom and **cycles** must be located within the **United Kingdom** when cover is purchased and commences.
6. if **we** are able to repair **your cycle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card.

7. the repair must be carried out if the **cycle** is recovered to a **cycle** repair shop and the **cycle** repair shop can repair the **cycle** within the terms stated. **You** must have adequate funds to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be denied.
8. in the event **you** use the service and the fault is subsequently found not to be covered by the **policy** **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the uninsured service.
9. **we** may decline service if **you** have an outstanding debt with **us**.
10. if **you** have right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any insurance **policy** for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
11. **we** reserve the right to transport **your** immobilised **cycle** in accordance with and subject to any legislation, which affects drivers' working hours.
12. regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided.
13. the **policy** is not transferable to another person.
14. **we** will provide cover if:
 - a. **you** have met all the terms and conditions within this insurance.
 - b. the information provided to **us**, as far as **you** are aware, is correct.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **policy**. Additional sectional exclusions may apply. Please refer to the relevant parts of the **policy** for further details.

This **policy** does not provide cover for any incident arising through or in the consequence of:

1. any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
2. any claim where the **cycle** has been used for competitive racing, triathlon, trials or rallies, speed or endurance tests or practices for those activities.
3. **you** riding a scooter, segway, skateboard or motorcycle or any claim that does not involve a **cycle**.
4. any claim where the **cycle(s)** was not purchased as new or second-hand from a **cycle** retailer.
5. **terrorism**.
6. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.
7. any claim for reduction in value or **damage** caused by wear and tear.

8. any pre-existing **damage** that happened before **your policy** started.
9. solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered **doctor**, or drugs which have been prescribed by a registered **doctor** and not those prescribed for drug addiction.
10. any claim where **evidence of ownership** cannot be provided.
11. any claim where **your cycle** was being used for hire, reward, trade or business purposes, including courier services but excluding commuting purposes.
12. any expenses incurred as a result of **you** not being able to use the **cycle**, other than the cost of repair or replacement;
13. the **excess**.
14. any claim where the **cycle** or **accessories** are being used by anyone other than **you**.

FINANCIAL SERVICES COMPENSATION SCHEME

White Horse Insurance Ireland dac are covered by the Financial Services Compensation Scheme (FSCS). Should White Horse Insurance Ireland dac be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme.

Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

DATA PROTECTION NOTICES

White Horse Insurance Ireland dac:

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your policy** White Horse Insurance Ireland dac will collect and use information about **you** provided by **you**. This notice applies to anyone acting who is insured under this insurance **policy** and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your policy**; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers' and

reinsurers' for underwriting and claims purposes or to other third party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the **United Kingdom**, European Union or European Economic Area that may not have the same levels of privacy legislation as in the **United Kingdom**, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirement. By buying this insurance **policy**, **you** agree to **us** using **your** personal information in this way.

You have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full privacy policy.

Our privacy policy is available to read on **our** website www.whitehorseinsurance.eu.

Acumen Insurance Services:

We (defined in the **policy** wording as Acumen Insurance Services Limited) collect and maintain personal information in order to administer this **policy** and provide the service detailed within this **policy** wording.

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** (acting as data controllers) for underwriting, **policy** administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

1. use of sensitive information about **you**, in order to evaluate **your** claim and provide other services as described in this **policy**,
2. disclosure of information about **you** and **your** insurance cover to companies within the CSP group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance cover claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

3. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;
4. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the claim, which **you** have provided for the purpose of validating **your** claim; and
5. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the **United Kingdom** and within the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this **policy** and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Acumen Insurance Services Limited or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
Acumen Insurance Services Limited
St Clare House
30-33 Minories
London
EC3N 1PE

Email: dataprotection@acumeninsurance.co.uk

Acumen Insurance Services Limited's full data privacy notice is available at: www.covercloud.co.uk/privacy-policy.

Call Assist Limited:

We collect and maintain personal data in order to provide the service detailed within this **policy** wording.

Full Privacy Policy

The details provided here are only a summary of how **we** are processing **your** personal data. For our full Privacy Policy please follow this link - <https://www.call-assist.co.uk/privacy-policy>.

Enquiries in relation to personal data held by **us** should be directed to:

The Data Protection Officer
Call Assist Ltd
Axis Court
North Station Road
Colchester
Essex
CO1 1UX

Email: DPO@call-assist.co.uk.

Sharing your personal data

We will only share **your** personal data in the following circumstances:

- it has been authorised by **you**;
- it is with regulatory bodies, including but not limited to the Financial Conduct Authority ("FCA"), the Isle of Man Financial Services Authority ("FSA"), and the Financial Services Commission ("FSC");
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is being provided to Recovery Operators or other suppliers as required to fulfil our contractual and legal obligations in this **policy** wording. In these circumstances, **your** personal data will be limited to the minimum ordinarily required for service provision. Additionally, these suppliers will only be able to use **your** personal data to provide the specific services described in this **policy**.

Your rights

Under the terms of Data Protection Legislation, **you** have a number of rights in relation to personal data **we** hold about **you**:

- the right to ask for a free copy of any personal data **we** hold about **you**;
- the right to ask for correction of any inaccurate personal data held;
- object to the use of **your** personal data for direct marketing;
- withdraw any permission **you** have previously given to **us** to process **your** personal data;
- complain to the Information Commissioner's Office if **you** are not satisfied with our use of **your** personal data;
- ask for **your** personal data to be deleted from our system/database. Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling our legal and regulatory obligations, or where there is a minimum statutory period of time for which **we** have to keep

your personal data. If **we** are unable to fulfil a request, **we** will always let **you** know our reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection Legislation, please direct **your** enquiry to:

The Data Protection Officer
Call Assist Ltd
Axis Court
North Station Road
Colchester
Essex
CO1 1UX

Email: DPO@call-assist.co.uk.

Collecting your personal data

We will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details and date of birth.

We receive **your** personal data from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; and firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your personal data

The main reason **we** process **your** personal data is to manage **your policy** which may include handling a claim or issuing documentation to **you**.

We will also use **your** personal data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

Keeping your personal data

Your personal data is considered to be an important asset to **us**, and as such, **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and storage of your personal data

We will retain **your** personal data for a maximum of seven years from the end of the insurance relationship with

Call Assist Limited, in line with our legal and regulatory requirements. In any situation where the retention period is longer, **we** will inform **you** of this.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

Your personal data may be transferred to, stored or processed outside the European Economic Area (EEA) - see our online Privacy Policy for full details. **We** will not transfer **your** personal data outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

Call Recording:

To help **us** improve our service, clarify information provided and to assist in detecting and preventing fraud, calls may be recorded.



CoverCloud