

Cycling Insurance Policy Document



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Welcome

1. Welcome to Churchill Cycling Insurance

This booklet tells You about Your cycling insurance

Thank You for choosing Churchill cycling insurance arranged and administered by Gator Bikesure Limited. Churchill has chosen Red Sands Insurance Company (Europe) Limited “Red Sands” as its provider of cycling insurance as they’ve been insuring UK cyclists for many years.

We suggest that You review Your cycling cover from time to time to make sure it’s still right for You. Words that appear in bold are explained in the section headed ‘Words with special meaning’. This Policy Booklet shows You the features, benefits and exclusions (things that are not covered) that apply to this product.

2. The Administrator

Churchill cycling insurance is arranged by Gator Bikesure Limited an Appointed Representative of ETA Services Ltd who is Authorised and Regulated by the Financial Conduct Authority under firm reference number 313965. Gator Bikesure Limited (Company Number: 09492364) registered address: 3rd Floor, 114a Cromwell Road, London, United Kingdom, SW7 4AG.

3. The Insurer

This policy is underwritten by Red Sands Insurance Company (Europe) Ltd. Red Sands Insurance Company (Europe) Limited is registered in Gibraltar Reg. No: 87598. Registered office: Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Red Sands Insurance Company (Europe) Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). Red Sands Insurance Company (Europe) Limited is a member of the UK’s Financial Services Compensation Scheme and Association of British Insurers.

4. Your Churchill Cycling Insurance Policy

This document contains details of Your cover (Your policy), Your responsibilities, important information, the claims and complaints process and how and when to get in touch with Us.

When You buy this policy, We will issue You with a copy of the policy document and a **Policy Schedule** with details of Your cover. You must carefully read the policy document and the **Policy Schedule** together to understand the cover, check if Your details are correct, review **Benefit Limits** and ensure You have selected the right type and level of cover.

This document uses words that have special meaning; please refer to pages 18 - 21.

Any correspondence You receive from Us, whether written or electronic, forms part of this contract of insurance and should be read in conjunction with this policy document.

5. Your Cover Explained

Churchill cycling insurance offers **Bicycle Cover** and **Cyclist Cover**. If the below cover items have been selected by You and they are shown on Your Policy Schedule as included then We will provide cover up to the Benefit Limit within the Territorial Limits during the Period of Insurance as follows:

5.1. Bicycle Cover

Crash, Accidental and Malicious Damage

We will cover **Your Bicycle** on a repair or **Replacement Cost** basis for **Crash, Accidental Damage** and **Malicious Damage** if the damage is caused by a sudden, unforeseen, specific incident that happens during the **Period of Insurance** and is entirely outside of **Your** control.

Theft

We will cover **Your Bicycle** on a **Replacement Cost** basis if **Your Bicycle** is stolen from **Your Home**, or away from **Your Home**, provided **You** have complied with the security conditions set out in (Page 7).

Cycle Hire and Transport Reimbursement

We will reimburse **You** for the cost of hiring an equivalent **Bicycle** or the reasonable use of public transport whilst **You** are awaiting the repair or replacement of **Your Bicycle** which arises from a valid claim.

Taxi Fare Reimbursement

We will reimburse **You** for the reasonable costs of transporting **You** and **Your Bicycle** to the nearest public transport station, **Bicycle** repair shop or **Your Home**, whichever is nearer. Cover applies if **You** have an **Accident** or **Crash** whilst riding **Your Bicycle** which renders **Your Bicycle** unrideable and **Your Bicycle** cannot be repaired at the scene of the incident. If **Your Bicycle** is stolen We will reimburse **You** for the reasonable costs of transporting **You** to **Your Home** or the nearest public transport station whichever is nearer.

Cycling Accessories, Personal Gear and Additional Wheelsets

Your Cycling Accessories, Personal Gear or **Additional Wheelsets** are covered provided they are damaged or stolen in the same covered loss as **Your Bicycle** which forms part of a valid claim.

5.2. Travel Cover

We will provide cover for **Accidental damage** and Theft of **Your Insured Items**:

Worldwide

Whilst traveling abroad, for up to a total of 90 days per annum, during the **Period of Insurance**.

In-transit

Whilst they are being transported by a commercial third-party provider such as a specialist **Bicycle** transport company or courier (by air, sea, road or rail).

5.3. Race And Event Cover

We will provide cover for:

Racing

Your Insured Items for loss or damage caused by a sudden, unforeseen, specific incident that happens during the **Period of Insurance** and is entirely outside of **Your** control while participating in a race or **Organised Event**.

Race Event Fee Reimbursement

Reimbursement of **Your Organised Event** entry fee for any cycling race or **Organised Event** that **You** have entered and cannot compete in due to physical injuries **You** have sustained as a result of an incident involving a covered loss to **Your Bicycle**. This cover will only apply to events that **You** have entered before the covered loss occurred and only if **You** can provide a medical certificate by a qualified medical practitioner indicating **Your** inability to compete due to **Your** injuries. Claim settlement will happen after the **Organised Event** date and **We** will not pay more than the **Benefit Limit** in any policy period.

Event Secure Zone

Your Insured Items for up to 24 hours against theft while kept in the **Event Secure Zone** of a cycling event, competitive triathlon or biathlon or similar **Organised Event** where **You**, as the participant, store **Your Insured Items** whilst transitioning between disciplines or event stages. **Your Bicycle** is not required to be locked while in the **Event Secure Zone**.

5.4. Cyclist Public Liability Cover

We will provide cover for:

Public Liability

Legal liability arising from third party death, Accidental **Bodily Injury**, loss of property or property damage as a result of an **Accident** while **You** are riding a **Bicycle** and are found legally liable. This cover includes the legal cost and expenses of defending a claim made against **You**.

5.5. Cyclist Personal Injury Cover

We will provide cover for:

Personal Accident

Death, injury or illness if **You** are riding a **Bicycle** and **You** are killed, injured or become ill as a result of an **Accident**. **We** will pay the benefit in accordance with the benefit scale shown in **Your Policy Schedule**, but **We** will not pay more than one of the benefits under this section if **You** sustain multiple injuries.

Emergency Private Medical Care, Optical or Dental Treatments, and Physiotherapy

If **You** are riding a **Bicycle** and injured as a result of an **Accident**, **we** will pay the benefit noted on **Your Policy Schedule** for **Emergency Private Medical Care, Optical or Dental Treatments** sought and obtained for injuries sustained in an **Accident** within 24 hours of such **Accident**, or **Physiotherapy** sought and obtained for injuries sustained in an **Accident** within 7 days of such **Accident**.

6. Types of Bicycles We Cover

We cover most types of pedal-assisted **Bicycles** and have explained in more detail under Words with Special Meaning on page 18 what **we** accept under this policy as a **Bicycle**. Some of the types of **Bicycles we** may cover include:

- Road **Bicycles**
- Mountain **Bicycles**
- Gravel **Bicycles**
- Tandem **Bicycles**
- Triathlon **Bicycles**
- BMX bikes
- Track **Bicycles**
- E-bikes
- Cargo bikes

Use of Bicycle

We only provide coverage for **Bicycles** that are used for recreational purposes. **We** do not provide coverage for charter, hire, delivery, lease or any other commercial use. Professional and/or Sponsored Cyclists are not covered under this policy.

7. Eligibility for the Cover

You may apply for this cover if **You** are:

- Permanently residing in the **Territorial Limits** of England, Scotland, Wales and Northern Ireland;
- Not using **Your Bicycle** for carrying on of any trade, business or profession or the use of **Your Bicycle** for hire or reward, courier services or the carriage of paying passengers;
- The owner, or legally responsible for, the insured item(s);
- Not a cyclist who **Races Professionally**.

8. Security Conditions

Please make sure that You understand the Security conditions of this policy, it is important that You follow these conditions or Your claim may not be accepted. These requirements are as follows:

Approved Locks

It is important that when You lock Your Bicycle, that it is locked through the frame and all quick release wheels to an Immovable Object by an **Approved Lock**.

Approved Lock means any **Bicycle**, motor scooter or motorcycle lock used on **Your Bicycle** that has been tested and approved by 'Sold Secure' and is the correct rating relevant to the value of **Your Bicycle** as follows:

- If **Your Bicycle** has an insured value of less than £1,000; You must correctly secure it with a Sold Secure Silver rated lock.
- If **Your Bicycle** has an insured value of, or greater than £1,000; You must correctly secure it with a Sold Secure Gold rated lock.

Please ensure You keep one of the following available when purchasing a lock or submitting a theft claim to Us:

- The key and receipt for the purchase of the **Approved Lock**; or
- A photo of the key and lock, provided We can identify such as an **Approved Lock**; or
- The remains of the **Approved Lock** when **Your Bicycle** was stolen.

At Your Home

Please refer to words with special meaning on page 19 - 23 for the full definition of **Your Home**.

- When **Your Bicycle** is kept in **Your** garage or outbuilding, the doors and windows must be locked. Doors must be locked by a minimum 5 lever Mortice lock, a CEN Grade 3 closed shackle padlock, or a Chubb deadlock.
- When **Your Bicycle** is kept in **Your Home**, the doors and windows must be locked when **Your Home** is unoccupied or whilst You are asleep. Doors must be locked by a minimum 5 lever Mortice lock, a CEN Grade 3 closed shackle padlock, or a Chubb deadlock.
- If You leave **Your Bicycle** inside a communal area, for example inside a parking garage or the foyer of **Your** building, the **Bicycle** must be locked by an **Approved Lock** to an Immovable Object, through the frame and all quick release wheels.
- If **Your Bicycle** is left in a wooden shed, such shed

must be a **Privately Accessed** and **Securely Locked** wooden shed, within the secured boundaries of **Your Home** and **Your Bicycle** must be secured therein to an Immovable Object through the frame and all quick release wheels with an **Approved Lock**.

- If **Your Bicycle** is left in a metal shed which is located within the boundaries of **Your Home**, the metal shed must be permanently fixed to a concrete base and **Securely Locked** by the standard locking mechanism of the metal shed. It is required that this locking mechanism is at a minimum a 3 point locking system.
- If **Your Bicycle** is left in a **Secure Bicycle Hanger** the unit must be located within a one mile radius of **Your Home** and the unit must be **Securely Locked**. **Your Bicycle** must be **Securely Locked** within the unit through its main frame and quick release wheels to an Immovable Object by an **Approved Lock**.
- If **Your Bicycle** is a cargo **Bicycle**, **Your Bicycle** may be kept within **Your** garden or another outside area within the boundary of **Your Home**, provided it is out of sight and all Accessories are removed and **Your Bicycle** is locked by an **Approved Lock** to an Immovable Object through the frame and all quick release wheels.

Away from Your Home

If **Your Bicycle** is left **Unattended** while away from **Your Home** (or temporary residence falling within the definition of **Your Home**) it must be **Securely Locked** through the frame of the **Bicycle** including all quick release wheels to an Immovable Object by an **Approved Lock**.

Unattended means **Your** entire **Bicycle** is out of **Your** direct line of sight or more than five (5) metres away from **You**. We will not pay for any claim due to **Abandonment**, please refer to words with special meaning on pages 19 - 21 for the full definition of **Abandonment**.

Transporting Your Bicycle with Your Vehicle

If **Your Bicycle** is left **Unattended** while it is in or attached to any motor vehicle, including while it is in transit, it must be:

- Locked inside an enclosed boot; or
- Kept inside a **Securely Locked** vehicle and locked through the frame and all quick release wheels to a secure anchor point by an **Approved Lock**; or
- Locked and secured to a properly fixed **Bicycle** rack via the lockable security provision of the **Bicycle** rack; or
- Locked through the frame of the **Bicycle** and all quick release wheels to a properly fixed **Bicycle** rack with an **Approved Lock**; or
- Kept inside a fully enclosed trailer which is **Securely Locked** by a closed shackle padlock or by the lockable security provisions of the trailer.

9. Specific Exclusions and Specific Conditions

We cover many things, but unfortunately We cannot cover everything, so it is important to understand when You are covered and when You are not covered.

Please take the time to read through this list of specific exclusions and specific conditions together with the general exclusions and conditions included in section 10 of this booklet. This list of exclusions applies to all **Insured Items** on **Your** policy.

9.1. Bicycle Cover Exclusions and Specific Conditions

Exclusions

The following are excluded from **Your Bicycle** Cover:

- 9.1.1.** Any claims by **You** for theft;
 - 9.1.1.1. From **Your Home** where it has been unoccupied for longer than 28 consecutive days.
 - 9.1.1.2. From or away from **Your Home** or from a vehicle where there is no forcible entry and **You** have not complied with the security conditions set out in Section 8 of this policy document.
 - 9.1.1.3. Of **Your Insured Items** if **You** cannot provide **Us** with a police report that contains the details of the theft and a **Crime Reference Number**.
 - 9.1.1.4. Away from **Your Home** where, regardless of how **Your Insured Items** are secured, **You** leave **Your Insured Items Unattended** for more than 18 hours (24 hours at a train station, permanent place of employment or **Event Secure Zone**).
 - 9.1.1.5. Theft where **Your Bicycle** and/or Accessories is kept in **Your** garden or another outside area within the boundary of **Your Home**, unless **Your Bicycle** is a cargo **Bicycle** and the policy Security Conditions have been met.
- 9.1.2.** Any loss or damage:
 - 9.1.2.1. To **Your Bicycle**, Accessories and/or Additional Wheelset that did not arise from a specific and unforeseen incident or event that happens suddenly and was unintended.
 - 9.1.2.2. To the battery/battery-pack of an e-bike if not a direct result of a **Crash** or the theft of the complete **Bicycle**.
 - 9.1.2.3. To any **Bicycle** not specified on **Your Policy Schedule**.
 - 9.1.2.4. For any **Insured Items** claimed on where **You** are unable to provide proof of ownership to **Us**.
- 9.1.3.** Loss, damage or theft of **Cycling Accessories**, **Personal Gear** and **Additional Wheelsets**, unless the **Bicycle** is stolen or damaged in the same incident or, in the case of theft, the use of force can be evidenced.
- 9.1.4.** Wear and tear, minor scratching, tearing in the material of less than 1 centimeter, or cosmetic damage to **Cycling Accessories**, **Personal Gear** or **Additional Wheelsets**.
- 9.1.5.** Scratching, marring, denting or any cosmetic damage that does not impair the function or performance of the **Bicycle**, accessory or component.
- 9.1.6.** The cost of repairing pre-existing damage, faulty workmanship, or incomplete repairs which were carried out prior to a loss event.
- 9.1.7.** Mechanical, electrical or electronic **Breakdown**.
- 9.1.8.** Loss, damage or theft caused by, or arising from:
 - 9.1.8.1. **Your Insured Items** being used on loan by another person, or for hire, reward, courier services or the carriage of paying passengers.
 - 9.1.8.2. Failure to maintain and service the **Bicycle** in accordance with the manufacturer's specifications or guidelines.
 - 9.1.8.3. Cleaning, repairing, restoring, renovating, painting, dying or altering **Your Bicycle** or accessories by **You** or a third party.
 - 9.1.8.4. Wear and tear, fading, gradual deterioration, rust or oxidation, rot, mildew, mold, corrosion; or other gradually operating causes.
 - 9.1.8.5. Structural or latent defects or flaws, faulty design, materials or workmanship, manufacturing or assembly defects.
 - 9.1.8.6. Crushing, cracking or deformation arising from tightening and/ or clamping.
 - 9.1.8.7. Deformation and/or warping of carbon rims associated with braking and/or overheating.
 - 9.1.8.8. A deliberate action by **You** or anyone who **You** have entrusted **Your Bicycle** to.
- 9.1.9.** A vehicle driving over **Your Insured Items** other than if this occurs during, or as a direct result of, a **Crash**.

- 9.1.10. Any repairs, **Bicycle** hire or transport costs not approved by **Us**.
- 9.1.11. Any amount claimed associated with supplying a **Bicycle**, Components, Accessories, **Personal Gear** and/or **Additional Wheelsets** outside the UK, when available in the UK, or delivery is required to an address outside the UK.
- 9.1.12. Any claims for taxi fee reimbursement for:
 - 9.1.12.1. A **Breakdown** resulting from a flat tyre, punctures or flat batteries.
 - 9.1.12.2. An incident occurring within 1.5 miles of **Your Home**.
 - 9.1.12.3. Any further costs incurred after **You** have been transported to the nearest public transport station, **Bicycle** repair shop or **Your Home**, whichever is nearer.
- 9.1.13. More than 3 taxi reimbursement claims during a **Period of Insurance** or any amount above the **Benefit Limit** whichever is reached first.
- 9.1.14. Any amount more than the relevant **Sum Insured** or **Benefit Limit** of the applicable section, less the applicable **Excess**, as shown on **Your Policy Schedule** for claims made.

Specific Conditions

The following specific conditions are applicable to **Your Bicycle** Cover:

- 9.1.15. **You** must provide original evidence of **Your** ownership of the **Insured Items** when **You** submit a claim including the original purchase receipt, or similar proof of purchase, or **Owner Verification** photos.
- 9.1.16. In the event of a theft claim **You** must:
 - 9.1.16.1. Report the loss of **Your Insured Items** to the local police immediately on discovery of the loss or theft and provide **Us** with the **Crime Reference Number**.
 - 9.1.16.2. Where **Your Bicycle** was locked through the frame and all quick release wheels with an **Approved Lock** to an Immovable Object, provide evidence of one of the following:
 - 9.1.16.2.1. The key and receipt for the purchase of the **Approved Lock**; or
 - 9.1.16.2.1. The remains of the **Approved Lock**; or
 - 9.1.16.2.1. A photo of the key and lock, provided **We** can identify such as an **Approved Lock**.
- 9.1.17. In order to adjudicate a claim, **We** reserve the right to have a suitably qualified expert inspect **Your Insured Items**.

9.2. Travel Cover Exclusions and Specific Conditions

Exclusions

The following are excluded from **Your** Travel Cover:

Any claims by **You** for;

- 9.2.1. Loss or damage caused by, or arising from:
 - 9.2.1.1. If **Your Bicycle** is being transported as part of **Your** check-in luggage and it is not securely packed in a fully enclosed **Bicycle** box.
 - 9.2.1.2. Damage to **Your Insured Items** while in transit (if relevant cover selected under this policy) where such event has not been reported to the carrier and the carrier's feedback report has not been obtained.
- 9.2.2. Damage or theft of **Your Insured Items** that occurs during International Travel unless:
 - 9.2.2.1. Travel cover is selected and shows on **Your Policy Schedule**.
 - 9.2.2.2. Travel cover is selected and the trip is shorter than 90 days.

9.3. Race and Event Cover Exclusions and Specific Conditions

Exclusions

The following are excluded from **Your** Race and Event Cover:

Any claims by **You** for;

- 9.3.1. Any **Organised Event** fee reimbursement claims if:
 - 9.3.1.1. **You** can not provide a medical report confirming **Your** injuries or illness.
 - 9.3.1.2. **Your** physical injuries, which are preventing **You** from taking part, are not sustained during an incident resulting in a covered loss to **Your Bicycle**.
 - 9.3.1.3. Any **Organised Event** fee reimbursement costs if the entry is refundable, partially refundable or transferable.
- 9.3.2. Using **Insured Items** in competition unless the Race and Event cover option is selected and shows on **Your Policy Schedule**.

9.4. Cyclist Public Liability Cover Exclusions and Specific Conditions

Exclusions

The following are excluded from **Your** Cyclist Public Liability Cover:
Any claims made for;

- 9.4.1.** Legal liability arising from:
- 9.4.1.1. Loss or damage to property which belongs to **You** or is in **Your** care, custody or control.
 - 9.4.1.2. An incident where the other party involved is **Your** employee or a member of **Your Immediate Family** or household except when carried as a passenger.
 - 9.4.1.3. An incident not involving the use of a **Bicycle**.
 - 9.4.1.4. An incident occurring in the USA or Canada.
 - 9.4.1.5. An incident where **You** or **Your Immediate Family** are entitled to indemnity from another source.
 - 9.4.1.6. Punitive, exemplary or aggravated damages awarded against **You** or **Your Immediate Family**.
 - 9.4.1.7. Carrying any passengers or animals on a **Bicycle** that is not designed or professionally adapted to carry passengers.
 - 9.4.1.8. Where **You** and the **Bicycle** (including **Your Bicycle**) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing, as and when these are deemed necessary precautions.
- 9.4.2.** Legal liability to another cyclist or their property arising from:
- 9.4.2.1. An **Accident** involving another cyclist whilst **You** are participating in an organised race or cycling event, including but not limited to a social group or club event where the other cyclist is participating in the same organised race or cycling event as **You**.
 - 9.4.2.2. An **Accident** involving another cyclist whilst cycling in formation, in a group or peloton where the other cyclist is part of the same formation, group or peloton as **You**.
 - 9.4.2.3. Using a **Bicycle** (including **Your Bicycle**) for competitions unless Racing and Event Cover shows on **Your Policy Schedule**.

Specific Conditions

The following specific conditions are applicable to **Your** Cyclist Public Liability Cover:

- 9.4.3.** **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
- 9.4.4.** **You** must inform **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings. **You** must send **Us** all correspondence and documentation **You** receive without replying to it.
- 9.4.5.** **You** must allow **Us** to take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit.
- 9.4.6.** **You** must allow **Us** to institute proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any other source covering the loss and provide **Us** with all information and assistance as **We** may require.
- 9.4.7.** For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for, thereafter, **We** will have no further liability in respect of the claim(s) except for the third party's costs and expenses incurred up to the date of payment, up to the limit of the indemnity noted on the **Policy Schedule**.

9.5. Cyclist Personal Injury Cover Exclusions And Specific Conditions

Exclusions

The following are excluded from **Your** Cyclist Personal Injury Cover:

Any claims by **You**;

- 9.5.1. For more than one of the benefits listed on the **Policy Schedule** under this section during the **Period of Insurance**.
- 9.5.2. For death if this occurs outside the **Period of Insurance**.
- 9.5.3. For death if this occurs more than 4 weeks after the date **You** were injured.
- 9.5.4. For **Permanent Total Disablement** if this occurs outside the **Period of Insurance**.
- 9.5.5. For **Permanent Total Disablement** until 52 weeks after the date of the **Accident** unless such **Permanent Total Disablement** is confirmed by a medical professional of Our choosing.
- 9.5.6. For **Temporary Total Disablement**.
- 9.5.7. For an **Accident** resulting in a head injury if **You** were not wearing certified protective headgear manufactured to BS EN 1078 or Snell standard, at the time of the **Accident**.

- 9.5.8. If the **Accident** did not involve the use of a **Bicycle** (including **Your Bicycle**).
- 9.5.9. If it relates directly or indirectly from stress, trauma or psychiatric illness.
- 9.5.10. Resulting from **You** deliberately exposing **Yourself** to exceptional danger, unless it was an attempt to save someone's life.
- 9.5.11. For any claim arising where **You** and the **Bicycle** (including **Your Bicycle**) were not clearly visible through the use of appropriate lighting, reflectors and safety clothing, as and when these are deemed necessary precautions.
- 9.5.12. Where the result of the **Accident** has been made worse because of a pre- existing injury, condition or illness **You** had before the **Accident**.

Specific Conditions

The following specific conditions are applicable to **Your** Cyclist Personal Injury Cover:

- 9.5.13. **We** reserve the right to have a suitably qualified professional examine **Your** condition at regular intervals;
- 9.5.14. In the event of a claim, **We** may need to access **Your** medical records. **You** agree that **You** will work with **Us** in providing **Us** with access to **Your** medical history as may be required for the assessment of **Your** personal injury claim.

10. General Exclusions And Conditions

The following list of cover exclusions applies to all sections of this policy:

- 10.1.** Any claim if the premium has not been received by **Us**.
- 10.2.** Any claim if **You** have not paid the applicable **Excess**.
- 10.3.** Any claim if someone is riding, or who has responsibility for the safekeeping of **Your Bicycle**, is under the age of 16 years.
- 10.4.** Any claims if the **Accident** was as a result of;
 - 10.4.1.** Any business activity, **Your** profession, **Your** occupation or whilst **You** are working for someone whether **You** are being paid or not;
 - 10.4.2.** For use of a **Bicycle** (including **Your Bicycle**) beyond the manufacturer's specifications and or beyond **Your** own ability;
 - 10.4.3.** For using a **Bicycle** (including **Your Bicycle**) for Professional Racing;
 - 10.4.4.** For using a **Bicycle** (including **Your Bicycle**) for competitions unless the Race and Event Cover option has been selected;
 - 10.4.5.** For using a **Bicycle** (including **Your Bicycle**) for hire, reward, courier services or the carriage of paying passengers.
- 10.5.** Any direct or indirect losses arising from the provision of, or delaying providing, the services to which this Policy relates, unless negligence on Our part can be demonstrated.
- 10.6.** Any consequential loss, including but not limited to loss of any supplier or service warranties.
- 10.7.** Any losses that are not directly associated with the incident that caused **You** to claim, unless expressly stated in this Policy.
- 10.8.** Any act of dishonesty, fraud or deception by **You** or anyone acting on **Your** behalf.
- 10.9.** Loss or damage caused by or arising from an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any sector of the public in fear resulting directly or indirectly from or in connection with the release of nuclear, biological, chemical or radiological agents.
- 10.10.** Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war is declared or not); civil war, rebellion, revolution or insurrection, riot, civil commotion, loot or pillage in connection with this, strikes or lockouts; military power or coup; nuclear or radioactive escape, **Accident**, explosion, waste or contamination; aircraft or other aerial devices.
- 10.11.** Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 10.12.** Any loss, injury, damage, illness, death or legal liability directly or indirectly caused by, happening through, in consequence of or contributed to by:
 - 10.12.1.** An epidemic, pandemic or other such health warning, and declared as such by the Ministry of Health and/or the World Health Organisation.
 - 10.12.2.** Arising from any fear or threat (whether actual or perceived) of such epidemic or pandemic being declared or occurring.
 - 10.12.3.** Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such epidemic or pandemic.
- 10.13.** Any loss, damage or theft of **Your Insured Items** arising from any modification to **Your Bicycle** or Accessories using non-standard or non- advised **Components** or processes.

- 10.14.** Any loss, damage or theft outside the **Territorial Limits** unless the Travel cover option has been selected.
- 10.15.** Loss or damage caused by, or arising from:
- 10.15.1.** Deliberate, improper behavior or criminal act by **You** or during any illegal activity undertaken by **You**.
- 10.15.2.** Resulting from **You** being under the influence of drugs (unless it was under the proper medical supervision and not to treat any drug addiction) or alcohol, or if there is evidence of suicide, self-injury or intentional self-harm.
- 10.15.3.** Any claim for damage to **Your Bicycle**, or for **Your** legal liability to another person, that arises from a fire originating from the explosion, combustion, or heat discharge of an electric **Bicycle** battery.
- 10.19.** For any claim or series of claims We may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for, thereafter, We will have no further liability in respect of the claim(s) except for any third party's costs and expenses which may be incurred up to the date of payment but always only up to the limit of the indemnity noted on the **Policy Schedule**.

10.20. **You** must take all steps to prevent and minimise any loss or damage and keep **Your Bicycle** in a good state of repair and roadworthy condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

10.21. **You** must notify Us as soon as possible of any change in circumstances relevant to this policy, including change of address. Failure to do so may invalidate this policy. We reserve the right to alter the terms of this policy immediately after We are notified of such changes.

10.22. We reserve the right to take full possession of any Insured Item which is subject to a successful claim made by **You**. This includes, but is not limited to; damaged/ stolen Accessories, **Personal Gear**, Additional Wheelsets, **Components**, and / or **Bicycles**. Once the Insured Item is replaced, it becomes Our sole property.

General Conditions

The following list of specific conditions applies to all sections of this policy:

- 10.16.** **You** must observe and fulfil all the terms, conditions and endorsements of this policy otherwise We will not be liable under the policy.
- 10.17.** **You** must not deliberately or recklessly misstate, omit or conceal a material fact at proposal, renewal or during the lifetime of **Your** Policy, failure to do so may affect how We treat **Your** claim.
- 10.18.** Other than in respect of clause 5.4 Cyclist Public Liability cover, if at the time of an incident giving rise to a claim under this policy, there is any other insurance policy in **Your** name which is in force and which provides cover for the same expense, loss, damage or liability then We will only be liable for Our proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies.

11. Making a Claim

If **You** need to make a claim, please notify **Us** immediately. **You** can complete the online claim form, give **Us** a call on 0330 390 6996 or send an email to hello@cyclimg.churchill.com. **You** need to notify **Us** of **Your** claim within 30 days after the incident.

Information We need

Please provide **Us** as much information as possible when submitting the claim as this will help **Us** to process **Your** claim quicker. Information **We** require may include but is not limited to, photos, police reports, evidence of forcible entry, medical reports, invoices, evidence of value and ownership.

How Your claim is settled

Our aim is to get **You** back on the **Bicycle** as quickly as possible and **We** will keep **You** informed throughout the process.

If We accept Your claim, We will at Our discretion:

- Repair **Your Insured Items**; or
- Replace **Your Insured Items**; or
- Pay **You** the amount that it would have cost
- **Us** to repair or replace **Your Insured Items**.

The maximum value of Your claim settlement will be based on the lesser of:

- **Your Benefit Limit**; or
- Our **Replacement Cost**.

The above settlement will be paid less applicable **Excess** and in the event of a total loss, any uncollected premium.

We reserve the right to use specialist repairers and suppliers for any repair work carried out and for the supply of new and/or reconditioned parts. If **We** have settled **Your** claim, the salvage items become Our property.

We will pay the maximum individual or aggregate value of the **Insured Items** as shown on **Your Policy Schedule** unless limited below.

Claims are settled on the following basis:

Bicycles:

- For new **Bicycles**:
The cost of repair or replacement on a **New-for-Old** basis provided the **Bicycle** was purchased new by **You**.
- For second hand or discontinued **Bicycles**:
The cost of repair or replacement up to the highest value of either an objectively determined **Market Value** or the **Depreciated Value** calculated using the recommended retail price of an equivalent replacement **Bicycle** when purchased new, and applying a scale as follows:
 - After the first year; the **Bicycle** reduces in value by 20% of the recommended retail price.
 - After the second year; the **Bicycle** reduces in value by a further 10%.
 - Each year thereafter (or part thereof); the **Bicycle** reduces by a further 5% per year.

Accessories, Personal Gear and Additional Wheelsets:

- The cost of repair or replacement taking into account depreciation applied for wear and tear and calculated from the recommended retail price of an equivalent replacement item when purchased new, as follows:
 - Less than three years old; the cost of repair or replacement as new.
 - Between three and five years old; a 30% reduction for wear and tear.
 - Each year thereafter (of part thereof); a further reduction of 10% per year.

If **You** pay **Your** premium monthly, it is important that **You** continue to pay **Your** premium when a claim is made or is pending to ensure **You** are fully covered. The applicable **Excess** must be paid by **You** before **We** will settle **Your** claim.

If Your Bicycle is under-insured and You make a claim:

It is **Your** responsibility to ensure the **Sum Insured (Benefit Limit)** represents the current **Replacement Cost** of **Your Bicycle**. If **Your Bicycle** is under-insured, **Your** claim settlement may be reduced by **Us** to reflect this. **You** are considered to be underinsured if the **Benefit Limit** at the time of the loss is less than 80% of the **Replacement Cost** of the **Bicycle** or custom part or accessory. Under these circumstances, any amount payable by **Us** will be adjusted to the 'insured percentage' of the **Bicycle** or custom part or accessory, less any applicable **Excess**.

Example:

- **Bicycle Replacement Cost** = £5,000
- **Total Benefit Limit** = £3,000
- **Insured percentage** = £3,000 ÷ £5,000 = 60%

12. Important Information

12.1. Cooling-Off Period

If **You** decide that this policy is not for **You** and **You** have not made a claim, **You** may cancel this policy within 14 days of it starting (this also applies to each renewal period).

If **You** cancel within the cooling-off period, **We** will refund any premiums **You** have paid for the policy. Even after this cooling-off period ends, **You** still have cancellation rights, see the cancellation section below.

12.2. Cancellation

You may cancel this policy by requesting the **Administrator** to do so.

If **You** cancel **Your** policy and **Your** premium was paid on a monthly basis, there will be no refund due, however, if **You** have paid **Your** premium annually in advance, **We** will calculate the premium for the period **You** have been insured and refund any balance.

We may cancel this policy at any time by sending 30 days' written notice to **You** by recorded delivery to **Your** last known address.

If **We** cancel **Your** policy and **Your** premium was paid on a monthly basis, there will be no refund due, however, if **You** have paid **Your** premium annually in advance, **We** will calculate the premium for the period **You** have been insured and refund any balance.

In the event of a claim resulting in a total loss and subsequent replacement, **We** will automatically reinstate cover as outlined in Section 12.4.

If cover is not reinstated, **We** would have met Our responsibilities to **You** under the policy and therefore, the cover for the replaced **Bicycle** comes to an end and the policy will be cancelled. Where **You** have paid **Your** premium annually in advance, no premium refund will be due. Where **You** have paid **Your** premium monthly, the premium for the full policy period will be due upon cancellation.

12.3. Automatic Renewal of Your Policy

Your policy will renew automatically at the end of each insurance period. **We** will let **You** know prior to the renewal of **Your** policy when **Your** policy is due for renewal and advise **You** of any premium or policy terms and conditions changes. **You** can opt out of this automatic process by notifying **Us**. The cooling off period also applies to renewal policies.

12.4. Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement, **We** will automatically reinstate cover for **Your** replacement **Bicycle** without change to the **Policy Schedule** renewal date. In the event of a claim resulting in a total loss and subsequent cash settlement, **We** will automatically reinstate cover for **Your** replacement **Bicycle** upon confirmation from **You** of the new property to be insured without change to the **Policy Schedule** renewal date.

In both instances, if the value of **Your** replacement **Bicycle** is higher than the **Sum Insured**, **You** will be asked to pay the proportionate additional premium. Following a claim, **We** reserve the right to decline cover under the terms and conditions of this policy or apply special terms.

12.5. Changes to Your Policy

You must tell **Us** about any changes or upgrades to **Your Bicycle** and accessories or any relevant circumstances that would influence Our decision to provide this insurance or pay a claim, within 30 days of any change happening.

It is important that **You** contact **Us** if **Your** payment details change or if **You** need to make additional arrangements with regards to **Your** outstanding premiums.

12.6. Excess

You will be responsible for paying the applicable **Excess** as stated on **Your Policy Schedule** in the event of a valid claim.

12.7. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** cannot meet Our obligations. Further information about compensation arrangements is available:

- At www.fscs.org.uk,
- By emailing enquiries@fscs.org.uk
- Or by phoning the FSCS on 0800 678 1100.

12.8. Language and English Law

All communication between **You** and **Us** will be conducted in English.

This policy is governed by English law and any disputes will only be dealt with in the courts of England or other relevant country within the United Kingdom.

12.9. Material Information

The information that **You** have provided to **Us** forms the basis of this insurance contract. It is very important that the information given to **Us** is correct. Under the Consumer Insurance (Disclosure and Representations) Act 2012, **You** are required to take reasonable care to answer all questions honestly, accurately and to the best of **Your** knowledge when **You** take out **Your** insurance policy and when notifying **Us** of any change to the information that has been provided. Please note that if **You** fail to do so, this could affect **Your** insurance cover, resulting in **Your** claim not being paid in full.

12.10. Proof of Ownership

When **You** make a claim for loss or damage to an item, **We** will require satisfactory **Owner Verification**, proof of ownership and proof of its value or **Your** claim may not be paid. The easiest way to do this is by keeping documents like invoices related to the item/s or send **Us** a copy to keep for **You**.

12.11. Your Bicycle Value and Sum Insured

You need to make sure that the amount **You** give **Us** as the **Sum Insured** is correct. Please take into account any modifications and/ or upgrades **You** make to **Your Bicycle** in determining the value. **We** will never pay more than **Your Sum Insured** or **Benefit Limit** in the event of a loss.

12.12. Your Payment

We will collect **Your** policy premium as stated on **Your Policy Schedule**.

We can also cancel **Your** policy, in accordance with law, if **Your** premiums are not paid.

13. Words with Special Meaning (Definitions)

Abandonment means:

- Leaving **Your Bicycle** in an unlocked vehicle.
- Leaving **Your Bicycle** in a location other than **Your Home** where it is not **Securely Locked** through the frame and all quick release wheels to an **Immovable Object** using an **Approved Lock**.
- When **You** are taking part in an Event, and **You** leave **Your Insured Items** in the relevant **Event Secure Zone** for a period of more than 24 hours.
- Leaving **Your Bicycle** in any location other than **Your Home** for more than 18 hours (extended to 24 hours if left at a train station or **Your** permanent place of employment) regardless of how **You** have secured it.

Accident means:

- A specific, sudden, unforeseen event involving the use of a **Bicycle** that happens during the **Period of Insurance** and is entirely outside of **Your** control.

Accidental Damage means:

- Damage caused to **Your Bicycle, Cycling Accessories, Personal Gear** and **Additional Wheelsets** arising from a sudden, unforeseen, specific incident or event that happens during the **Period of Insurance**.

Administrator means:

- The **Administrator** appointed by **Us** from time to time to carry out the administration of this policy including the handling of claims.

Additional Wheelsets means:

- An additional wheelset **You** own, for example a pair of spare or racing wheels.

Approved Lock means:

- Any **Bicycle**, motor scooter or motorcycle lock used on **Your Bicycle** which has been tested and approved by 'Sold Secure' and is the correct rating relevant to the value of **Your Bicycle** as follows:
- If **Your Bicycle** has an insured value of less than £1000; **You** must correctly secure it with a Sold Secure Silver rated lock.
- If **Your Bicycle** has an insured value of, or greater than £1000; **You** must correctly secure it with a Sold Secure Gold rated lock.

Benefit Limit means:

- The total value covered under this Policy per each section of coverage and stated on **Your Policy Schedule**. Including **Your Bicycle (Components included)**, any Accessories, **Personal Gear** or **Additional Wheelsets**.

Bicycle(s) means:

- A **Bicycle** which is propelled entirely by human power with pedals and steered with handlebars attached to the front wheel and has no other assisted means of motion and is not subject to the requirements of the Road Traffic Act; or
- If reflected as an Electric **Bicycle**, a **Bicycle** propelled by human power with pedals, but assisted by an electric motor of no more than 250 watts maximum power output; such electric motor should not be able to propel the **Bicycle** when it's traveling at more than 15.5 miles per hour. The power output or manufacturer of the motor and the battery's voltage or maximum speed of the bike must be displayed.
- **Bicycles** that are designed or professionally adapted to carry passengers.

Bodily Injury means:

- An identifiable injury sustained by a person and is caused by an **Accident**.

Breakdown means:

- The sudden unforeseen failure of **Your Bicycle** and/or its **Components** which precludes **Your Bicycle** from being used.

Commencement Date means:

- The start date and time of **Your** policy, as noted on the **Policy Schedule**, on which cover under this policy starts.

Components means:

- Functional pieces of equipment which are core to the operation of **Your Bicycle** and which are attached to **Your Bicycle** frame. Examples of such **Components** include handlebars, chainsets, chains, saddles, etc. When these **Components** are in addition to or in replacement of the Manufacturer's original specification. The value of these **Components** must be included in **Your Bicycle** value declared.

Crash means:

- A collision of the **Bicycle** with another object whilst it is being ridden or, a fall caused by the rider losing control of the **Bicycle** whilst it is being ridden.

Crime Reference Number means:

- The number given to **You** by the police when **You** report a crime to the police.

Cycling Accessories means:

- Equipment added to the frame of **Your Bicycle** which are removable and not essential to the **Bicycle's** operation. This includes panniers, GPS computers, saddle bags, mudguards and lights. But excludes mobile or smart phones.

Depreciated Value means:

- The value **We** calculate for **Your Insured Items** of the same age, type and condition as **Yours** immediately before the loss, theft or damage occurred. Our calculation is based on the following depreciation percentage applied to the recommended retail price of an item when purchased new.
- After the first year; the **Insured Items** reduce in value by 20% of the recommended retail price.
- After the second year; the **Insured Items** reduce in value by a further 10%.
- Each year thereafter (or part thereof); the **Insured Items** reduce by a further 5% per year.

Emergency Private Medical Care, Optical or Dental Treatments means:

- Private (Non-NHS) medical or optical or dental care sought from a private hospital, clinic or practice and obtained for injuries sustained in an **Accident** within 24 hours of such **Accident**.

End Date means:

The date on which this policy ends, which will be the earliest of the following;

- the expiry of the current **Period of Insurance**;
- if **You** choose not to renew this Policy;
- **We** choose not to renew this Policy for whatever reason;
- the date **You** fail to pay the premium;
- the date **You** cancel this Policy;
- the date **We** cancel this Policy for whatever reason.

Event Secure Zone means:

- A designated area as defined by the organisers of a competitive cycling event such as a triathlon or biathlon where **You**, as the participant, store **Your Insured Items** to be used as **You** change between disciplines. The insured **Bicycle** is not required to be locked while in the **Event Secure Zone**.

Excess means:

- The specific amount as noted in **Your** Schedule and the Policy that is applied to reduce **Your** claim benefit.

General Passing Public means:

- People or persons that are not ordinarily residents in the property covered by the definition of **Your Home**.

Insured Items means:

- **Your Bicycle(s)**, accessories and/or **Personal Gear** and/or wheelset which **We** have agreed to insure, and which has been declared as being insured in **Your Policy Schedule**.

Immediate Family means:

- A person older than 16 who permanently resides at **Your Home** and is **Your** child, stepchild, parent, stepparent, spouse, sibling, life partner, or civil partner, and shall include adoptive relationships.

Immovable Object means:

- A solid object made from concrete or steel which is not capable of being removed or undone without specialised equipment and under or over which **Your Bicycle** cannot be manoeuvred.

Loss of Limb(s) means:

- A physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total irrecoverable loss of use of hand, foot, arm or leg.

Malicious Damage means:

- Damage caused by attempted theft or, a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the **Bicycle**.

Market Value means:

- The best-estimated price that a willing buyer would pay a willing seller for an item in an open and competitive market for a **Bicycle** or component or accessory or wheelset of similar make, model, quality, material, condition, function, type and age. The **Market Value** is determined by taking the average of the values of similar items listed for sale in the open market (like used **Bicycle** sale websites) at the time of a claim.

New-for-Old means:

- The cost of a comparable new replacement for **Your Insured Items**.

Organised Event means:

- An organised sportive, charity ride, triathlon, amateur race or similar type of organised activity involving use of **Your Insured Items**.

Owner Verification means:

- High resolution photos provided to **Us** by **You** which are taken from each side of **Your Bicycle**, and includes a clear photo taken of **Your** bike's serial number. Each photo should include a piece of paper clearly displaying **Your** policy number somewhere in the image.

Period of Insurance means:

- A calendar year for which **You** may pay **Us** the agreed premium annually in advance or monthly on the due date as detailed on **Your Policy Schedule**.

Permanent Total Disablement means:

- A condition which entirely prevents the insured person from attending to any business or occupation of any and every kind and lasts 12 calendar months and at expiry of that period being beyond hope of improvement.

Personal Gear means:

- Personal items specifically designed to be used for cycling. This includes items such as cycling helmets, cycling clothing, a **Bicycle** lock and sports equipment such as travel **Bicycle** boxes.

Physiotherapy means:

- Physiotherapy** sought and obtained for injuries sustained in an **Accident** within 7 days of such **Accident**.

Policy Schedule means:

- The document that contains important information about **You** and this policy and forms part of the policy document.

Privately Accessed means:

- An area to which access is restricted solely to **You** and **Your Immediate Family**.

Races/racing Professionally means:

- Partaking in activities with **Your Bicycle** for which **You** may be potentially remunerated (in money or any other form) to a value greater than £5,000 in a calendar year.

Replacement Cost means:

- The cost at which **We** can source an item subject to a claim.
- The cost is based on the settlement conditions as outlined in Section 11 of the policy and is determined by whether the claim is for a new **Bicycle**, second-hand **Bicycle**, Cycling accessory and/or Wheelset.

Securely Locked means:

- All access points, including, but not limited to, doors, roofs and windows are fully enclosed, closed off and locked. Allowing for no entry points unless force or violence is used and there is evidence thereof.

Secure Bicycle Hanger means:

- A **Securely Locked** on-street **Bicycle**- hanger made out of metal and which is fully enclosed with walls and a roof.

Secure Vehicle Rack means:

- A vehicle **Bicycle** transport rack that has lockable security preventing it from being removed from the vehicle without specialised tools and equipment.

Sum Insured means:

- The total value of an individually Insured Item, as chosen by **You** and stated on **Your Policy Schedule**.

Temporary Total Disablement means:

- A condition that prevents **You** from carrying out all the duties of **Your** job.

Territorial Limits means:

- England, Scotland, Wales and Northern Ireland when **You** have selected **Bicycle** Insurance without the Travel Cover extension. When **You** have selected **Bicycle** Insurance and included Travel Cover the Territorial Limit is amended to Worldwide (and only available for 90 consecutive days). The Cyclist Insurance is extended to Worldwide as standard (and only available for 90 consecutive days), however Public Liability cover is not available in the USA and Canada.

Unattended means:

- **Your** entire **Bicycle** is out of **Your** direct line of sight and/or more than five (5) metres away from **You**.

We, Our, Us means:

- Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598.

You, Your means:

- The person named as the policyholder on the Schedule who is resident in the United Kingdom. In relation to the conditions of cover, provided the following reside at **Your Home** on a permanent basis, **You** includes **Your Immediate Family** which means a person older than 16 who forms part of **Your** household and is **Your** child, stepchild, parent, stepparent, spouse, sibling, life partner, or civil partner, and shall include adoptive relationships.

Your Bicycle means:

- The **Bicycle/s** specified on **Your** Schedule including any **Components** in use at the time it was stolen or damaged. This includes custom **Components**, provided the value of these are included in the **Bicycle** insured value as indicated on **Your Policy Schedule**.

Your Home means:

- **Your** primary residence, as stated on **Your Policy Schedule**, and is the location where **Your Bicycle** is normally kept. **Your Home** is extended to include the following, provided the conditions of each are met;
 - A. a brick, concrete, wooden or stone house with a slate, tiled or multi-layered roof, built in accordance with building regulations;

- B. a self-contained flat within a brick, concrete, wooden or stone building with a slate, tiled or multi layered roof, built in accordance with building regulations;
- C. a communal area being an area of shared use which is located inside the building stated on **Your Policy Schedule** as **Your** primary residence and is only accessible by **You** and persons ordinarily residing inside the building;
- D. a self-contained lockable private room in the halls of residence in which **You** reside;
- E. a **Privately Accessed**, fully enclosed, outbuilding or garage built of brick, concrete or stone and roofed with slate, tiles or multi layered roof; attached to or within the boundaries of a private house **Securely Locked** by a minimum of a 5 lever Mortice lock or Chubb deadlock to BS3621 standard or a CEN Grade 3 closed shackle padlock and have **Securely Locked** windows;
- F. a **Privately Accessed** and **Securely Locked** wooden shed, within the secured boundaries of **Your** primary residence provided **Your Bicycle** is secured therein to an **Immovable Object** through the frame and all quick release wheels with an **Approved Lock**;
- G. a metal shed, permanently fixed to a concrete base and **Securely Locked** by a minimum 3 point locking system, and which is located within the boundaries of **Your** primary residence;
- H. a **Secure Bicycle Hanger** provided the unit is located within a one mile radius of **Your** primary residence as stated on **Your** Schedule, and the unit is **Securely Locked**. **Your Bicycle** must be **Securely Locked** within the unit through its main frame to an **Immovable Object** by an **Approved Lock**.
- I. any temporary residence such as a holiday cottage/home, guesthouse, hotel or like for a maximum period of 30 days during the **Period of Insurance**, providing the area of the temporary residence **You** inhabit is self- contained and secured to the same standard as **Your** primary residence.

14. Protection of Your Data

We and the **Administrator** may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. **Your** personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in Our group (holding companies, associate companies, subsidiary companies) or companies acting on Our instructions, including those outside the European Economic Area. **You** signify **Your** consent to such information being processed by Us or Our **Administrators**.

Sensitive Data

In order to assess the terms of this insurance or administer claims which arise, We and the **Administrator** may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this insurance, **You** signify **Your** consent to such information being processed by Us or Our agents.

For more information on how We process **Your** information please see Our Privacy Policy.

15. Fraud

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

- Makes a claim under the policy knowing the claim to be false or exaggerated in any way; or makes a statement in support of a claim knowing the statement to be false in any way; or
- Makes a statement, false or otherwise, with the intention of manipulating the outcome or resolution of the claim; or
- Sends Us or the **Administrator** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- Makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement.

Then We:

- Will not pay the claim;
- Will be entitled upon service of notice to declare the policy terminated;
- Will be entitled to recover from **You** the amount of any sums paid in respect of that claim; will be entitled upon service of notice, to retain all **Your** premiums;
- May let the police know about the circumstances.

16. How We Handle Complaints

We hope that You never have reason to complain, but if You do, We will do Our best to work with You to resolve it through the following process. If Your complaint is not resolved at each stage, You can escalate to the next step:

Step 1:

Please contact the **Administrator** on 0330 390 6996 or email **complaints@cycling.churchill.com**. A customer service representative will assist You and do their best to resolve Your complaint.

Step 2:

If Your complaint cannot be resolved in step one above, ask to speak to a manager to further discuss Your concerns.

Step 3:

If, after speaking to a manager, Your complaint requires further investigation, the **Administrator** will: Formally acknowledge Your complaint within 5 working days of receiving the complaint, and provide You with a copy of the complaints handling process.

Your complaint will be handled by the **Administrator** who will review Your complaint and issue You with a Final Response letter at the earliest opportunity and within 8 weeks. In the Final Response to Your complaint,

We will:

- Set out Our understanding of Your complaint.
- Explain in plain English the relevant information and circumstances.
- Give a clear explanation for any delays in resolving Your complaint.
- Draw a conclusion and explain Our decision.
- Pay any redress and take any actions agreed with You.
- Explain Your Financial Ombudsman Service (FOS) referral rights (detailed below).

17. Contact Us

If You need to contact Us You can do so by email at **hello@cycling.churchill.com** or by calling 0330 390 6996.

If We are unable to issue Our final response within 8 weeks of You making Your complaint, We will:

- Write to You to explain that You have the right to refer the matter to Financial Ombudsman Service (FOS) without Our consent being required.
- Provide You with information about Your rights to refer Your complaint to the Financial Ombudsman Service (FOS).

You can find more information about the **Financial Ombudsman Service (FOS)** on their website: **www.financial-ombudsman.org.uk** or by calling them on **0800 023 4567**.

You are entitled to ask FOS at any stage to review Your complaint and they will approach Us for consent to do so. As a business We would like to be given the opportunity to investigate Your complaint fully first but will consider giving consent for FOS to deal with You directly within the first 8 weeks on a case by case basis.

