

Cycle Insurance

Policy Document

Please contact the **administrator** by email at admin@covercloud.co.uk or by phone on 0345 812 0032 if **you** need any documents to be made available in braille and/or large print and/or in audio format.

Introduction

This policy is administered by Acumen Insurance Services Limited trading as CoverCloud and arranged by Crispin Speers & Partners Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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

In return for the payment of **your premium we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the period of cover

Eligibility

You are eligible for this insurance cover if:

- **You** are a permanent resident of the **United Kingdom** and **your** permanent address is located within the **UK**; and
- **Your cycle** is owned by **you** and permanently kept at **your** address within the **United Kingdom**; and
- **Your cycle** does not exceed £5,000 in **value**.

Important Information

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate and that the cover options which **you** have chosen are correct. Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This policy wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason. **We** recommend that **you** periodically review **your** policy to ensure that it continues to meet **your** needs.

Important Telephone Numbers

Policy Sales Query:	0345 812 0032
Customer Service:	0345 812 0030
Make a Claim:	0344 893 1022
Make a Public Liability Claim:	01904 686 790
Roadside Recovery:	01274 288 488

(optional cover and service available in the **UK** only)

Cancellation

If **you** decide for any reason, this policy does not meet **your** insurance needs then please return it to the **administrator** within 14 days of purchase or the day on which **you** receive **your** policy documentation, whichever is the latter. On the condition that no claims have been made or are pending, **we** will then refund **your premium** in full.

Thereafter **you** may cancel the policy at any time by informing the **administrator** however no refund of **premium** is payable.

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

- a) Fraud
- b) Non-payment of **premium**
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask

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

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

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

Governing Law

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

Your responsibility

You must take reasonable care to:

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

You must take reasonable care to provide information that is accurate and complete answers to the questions **we** ask when **you** take out, make changes to and renew **your**

policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

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

Change of circumstances

You must immediately advise Acumen Insurance Services Limited trading as CoverCloud 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** address;
- **You** change or dispose of **your cycle**;
- **You** have insurance cancelled, or declined, or withdrawn, or terms applied by another insurance provider.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact 0345 812 0032 for advice.

Making a Claim

If **you** need to make a claim under sections 1), 2), 3), and 4), please contact Direct Group Ltd on 0345 893 1022 as soon as possible quoting scheme reference 06701A. The full contact details for Direct Group Ltd are below:

Direct Group Ltd
Specialist Claims
PO BOX 1192
DONCASTER
DN1 9PU

Tel: 0344 893 1022
E-mail: specialistclaims@directgroup.co.uk

Please note that if **you** delay reporting a claim to **us** without good reason, and that delay causes an adverse and prejudicial effect to **us**, then **we** may decline to accept **your** claim.

You will be asked to supply evidence to support **your** claim, including but not limited to; **evidence of ownership**, crime reference numbers, details – including the key - of the **approved lock** for **your cycle**. **We** may also request that **you** provide proof of **your** identity prior to settlement of any claim.

Making a Public Liability Claim

In respect of Public Liability claim,(section 5 Public Liability), please contact Langleys Solicitors LLP on 01904 686790 quoting scheme reference 06701A. The full contact details for Langleys Solicitors LLP are below:

Langleys Solicitors LLP
Queens House
Micklegate
York
YO1 6WG

Tel: 01904 686790
Email: ukgl@langleysclaimsservices.com

You must send them any claim, writ or summons as soon as **you** receive it. **You** must notify them in writing of any impending prosecution inquest or fatal **accident** enquiry as soon as **you** become aware of it.

You must not negotiate, pay or settle, admit or deny any claim without **our** written permission; failure to comply with this may mean that **we** will not accept **your** claim.

Roadside Recovery Claims

If **you** need Road Side Recovery please call the National Breakdown 24 hour helpline on 01274 288 488 quoting scheme reference 06701A.

UK General Insurance Ltd is an **insurers'** agent and in the matters of a claim act on behalf of the Great Lakes Insurance SE.

When your policy will end

The benefits provided under **your** policy will cease on the earliest of the following:

- a) The end date, as shown on **your policy schedule**;
- b) The **cycle** is sold or transferred to a new owner;
- c) The claim limit has been reached;
- d) **We** declare the **cycle** beyond economical repair and a replacement and / or **cash settlement** is made, unless **you** apply for cover to be reinstated – please refer to 'General Conditions' for more information.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold type.

Accessories: Equipment added or fixed to the **cycle** in addition to the manufacturers original specification, including helmets, shoes, jerseys or vests, base layers, gilets, glasses & goggles, jackets, shorts, trousers, wetsuits, backpacks, helmet mounted cycling cameras , cycling computers, cycling GPS unit, lights, spare wheels, **cycle** luggage, cycling tools, cycling armour & guards, locks

Administrator: Acumen Insurance services Limited trading as CoverCloud.

Accident/Accidental: a sudden and unexpected event which happens by chance during the **period of insurance**.

Approved Lock:

- a) a nominated lock from the appropriate Sold Secure category (as specified on **your policy schedule**);
 - i. for **cycles** up to £250 in replacement **value**, an **approved lock** is one which is tested to a bronze standard by Sold Secure;
 - ii. for **cycles** greater than £250 but less than £1,500 in replacement **value**, an **approved lock** is one which is tested to a silver standard by Sold Secure;

- iii. for **cycles** greater than £1,500 in replacement **value**, an **approved lock** is one which is tested to a gold standard by Sold Secure.

or

- b) any other specified lock accepted and agreed in writing by **us**.

Bodily Injury: death or identifiable physical injury.

Cash Settlement: settlement of the claim by the **administrator** by means of: store credit, gift card or cash.

Commencement Date: the date **your** cover shall start, as shown on **your policy schedule**.

Cycle(s): any **cycle**, adult tricycle or a tandem, including component parts, upgrades and **accessories** permanently fixed to the **cycle**, specified in **your policy schedule**.

Damage: caused by violent and external means including vandalism.

Evidence of Ownership: the original purchase receipt, showing the date, price paid, details of the **cycle** and/ or **approved lock**, name and address of seller, or other evidence which clearly demonstrates ownership.

Excess: the amount that **you** are responsible for and which will be deducted, or payable by **you**, in the event of a claim.

- For claims under section 1 the **excess** is £25 or the amount shown on **your policy schedule** equal to 5% of the **insured value**, whichever is the higher amount.
- For claims under section 5 the **excess** is £250 for each and every claim arising from **damage** to third party property, and £500 for each and every claim arising from third party injury.

Family: **your** parents, spouse, domestic partner, son, daughter or siblings (aged 12 years or over), who permanently reside with **you** at the **home**.

Forcible and Violent Entry: entry evidenced by:

- a) visible **damage** to the fabric of the building or vehicle at the point of entry; and
- b) visible **damage** caused to an **immovable object** or **approved lock**.

Geographical Limits: as a **United Kingdom** resident domiciled in the **United Kingdom**, cover is applicable anywhere in the **United Kingdom**.

Home: the location where the **cycle** is usually kept as stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. Cover shall be extended for a maximum period of 30 days at any one time during the **period of insurance**, to include any temporary residence such as a holiday cottage/home, guesthouse or hotel within the **geographical limits**.

Immovable Object:

- a) any solid object fixed in or on to concrete, stone, brick or similar, which is not capable of being undone, removed with, or lifted under/over the **cycle**;
- b) the roof rack of a motor vehicle, which must be attached securely in accordance with the manufacturer's recommendations and intended for the carriage of a **cycle**;
- c) A designated **cycle** rack located at a train station, bus station, coach station or **your** permanent place of employment, designed and constructed expressly for the purpose of securing a **cycle** and which is operated by **you** in accordance with the instructions and / or guidance provided.

Insured Value: the amount set out on **your policy schedule**.

Loss of Limb: physical, permanent and total loss of use at or above the wrist or ankle.

Loss of Sight: the complete, irrecoverable and irremediable loss of all sight in one or both eyes.

Malicious Damage: the intentional **damage** to **your cycle** caused by a third party.

Period of Insurance: the period specified on **your policy schedule** when **your** policy is operative.

Permanent Total Disablement: disablement as a result of which there is no business or occupation, which **you** are able to attend and to which having lasted for a period of 12 months, is, at the end of that period, beyond hope of improvement.

Premium: the amount referred to as such on **your policy schedule** that **you** are required to pay in exchange for cover under this policy.

Policy Schedule: the document issued by the **administrator** which confirms **your** personal details (e.g. name and address), details of the **cycle**, **commencement date** and end date of **your** policy.

Terrorism: an act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

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

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

United Kingdom, UK: England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

Value: the replacement cost of the **cycle** and any **accessories** as at the date of loss, as assessed by the **administrator**.

Insurers / We / Us / Our: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

You/Your: the person or company named on the **policy schedule**, or any **family** member using the **cycle** with **your** consent.

Sections of Cover

1) Damage to the cycle and accessories

Where **you** have paid the appropriate **premium** and **cycles** and **accessories** cover is shown on **your policy schedule** **you** are covered for:

- **Theft** of **your cycle** from **your home**.
- **Theft** of **your cycle** while away from **your home**.
- **Theft** of **your cycle** from a motor vehicle.
- **Accidental damage** to **your cycle**.
- **Malicious damage** to **your cycle**

We agree to pay for repair or replacement, up to the limit stated in **your policy schedule**, of the **cycle** owned by **you** (not hired, loaned or entrusted to **you**), that has been stolen or sustained **accidental damage** or **malicious damage**.

We will pay for the cost of replacement as new providing the damaged **cycle** was not more than 3 years old at the date of loss and provided it was new when **you** purchased it. If the **cycle** was more than 3 years old or was not new at the time of purchase, then **we** will deal with the claim on an indemnity basis.

We reserve the right to specify a supplier of **our** choice for the repair or replacement of the **cycle** or at **our** discretion offer **cash settlement** to the indemnity **value** of the replacement **cycle**.

Cover is extended to include **theft** from **your home** and **accidental damage** to **accessories** where **you** have paid the appropriate **premium** and **accessories** cover is shown on **your policy schedule**.

What is not covered:

1. Any applicable **excess**.
2. **Theft** of the **cycle** unless substantiated by **evidence of ownership**.
3. **Accidental damage** to **accessories** where **accessories** cover is not shown on **your policy schedule**.
4. **Accidental damage** to **accessories** unless substantiated by **evidence of ownership**.
5. **Accidental damage** to **accessories** unless accompanied by **accidental damage** to the **cycle**.
6. **Theft** of **accessories** where **accessories** cover is not shown on **your policy schedule**.
7. **Theft** from **your home** unless:

- a. The **cycle** is kept inside the **home** and any security devices such as door locks are in operation.
 - b. **Theft** from the **home** involves **forcible and violent entry** or exit.
8. **Theft** from any garage, outbuilding, shed, underground car park or communal hallway unless the **cycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels substantiated by a sales purchase or till receipt, remains of the lock or the lock key.
 9. **Theft, accidental damage** or **malicious damage** following **abandonment** or any unexplained **theft**.
 10. **Theft** away from **home** unless the **cycle** has been secured to an **immovable object** with an **approved lock** through the frame and any quick release wheels.
 11. **Theft** from any motor vehicle unless:
 - a. The **cycle** is completely out of sight or secured through the frame by an **approved lock** through the frame and any quick release wheels to a roof or **cycle** rack attached to the motor vehicle.
 - b. The motor vehicle is securely locked and any security devices are in operation.
 - c. **Theft** is a result of **forcible and violent entry**.
 12. **Theft** from any motor vehicle between the hours of 9pm and 6am unless:
 - a. the vehicle is fitted with a Thatcham category 1 alarm/ immobiliser or category 2 immobiliser or category 3 steering lock.
 - b. If category one or two is not factory fit it must be fitted by a member of the Vehicle Security Installation Board with evidence provided in the event of a claim.
 13. Loss or **damage** caused by wear and tear, wet or dry rot, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
 14. Marring, scratching denting or any cosmetic change which does not impair the function of the **cycle**.
 15. Claims where the **cycle** has suffered **damage** as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
 16. Any tyres or fixed **accessories** unless the **cycle** was stolen or damaged at the same time.
 17. **Theft** by a person to whom the **cycle** was entrusted, other than a member of **your family**.
 18. **Theft** of the **cycle** whilst being used for competition, including racing. Unless this cover is shown on the **policy schedule** and the additional **premium** has been paid for amateur based competitions, professional races are not covered.
 19. **Theft** of the **cycle** whilst outside the European Union.
 20. **We** will not pay for any **damage** or **theft** of the **cycle** and **accessories** in transit within the European Union which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
 21. **Theft** of a **cycle** that is engaged for use in trade or business purposes (excluding commuting to and from work).

22. **Theft** or **malicious damage** where a crime reference number cannot be provided.
23. Unexplained **theft**.
24. **Accidental damage, theft** or **malicious damage** to any faired recumbent **cycle**.

2) Replacement cycle hire

What is covered:

Within the **United Kingdom** **we** will pay up to £25 per day, up to a maximum of 10 days during any one **period of insurance**, towards the hire of an alternative **cycle** from a recognised reputable **cycle** dealer, whilst **you** are awaiting repair or replacement of **your cycle** when it is the subject of an approved claim with **us**. The hire cost must be agreed in writing by **us** in advance of the hire.

What is not covered:

1. Where the costs of hire are greater than the quoted charge through a recognised hire supplier;
2. Where the hire costs are in excess of the **cycle value** or repair costs;
3. Where evidence of expenditure cannot be provided from a recognised hire company;
4. Where costs are incurred by anyone other than **you**.

3) European extension

Cover is extended to 30 days per trip anywhere in the European Union subject to a maximum of 90 days during any one **period of insurance**.

4) Personal accident

This section will only operate if **you**, or members of **your family** using the **cycle**, are over 16 or under 65 years of age.

What is covered:

Within the **geographical limits** **we** will pay the amount shown below if at any time whilst **you** or any member of **your family** are using the **cycle** are involved in an **accident**, which solely and independently of any other cause or event, causes such **bodily injury** resulting in either death, **loss of limb, loss of sight** or **permanent total disablement**.

The fixed amounts **we** will pay under this section are:

- **Loss of limb** £5,000
- **Loss of sight** £5,000
- **Permanent total disablement** £15,000
- Death £15,000

Benefit under this section shall be payable to **you** or **your** nominees, and shall be limited to a maximum of £15,000 per person.

5) Public Liability

Cover is only operative if shown on **your policy schedule**

What is Covered:

Within the **geographical limits**, **we** will pay for **accidental bodily injury**, death, disease or **accidental damage** to any person, or **accidental damage** to third party property which arises from **your** use of or ownership of the **cycle**, or which any specified individual member of **your** named on **your policy schedule** becomes legally liable for.

The maximum amount **we** will pay is shown on **your policy schedule**. The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this policy.

What is Not Covered:

1. Public Liability benefits unless **you**, or any specified individual member of **your family** named on **your policy schedule**, have paid the required additional **premium**.
2. Any claim if the **cycle** is being used for any business or professional purpose.
3. The policy **excess**.
4. Liability arising from loss or **damage** to property which belongs to **you** or is in **your** care, custody or control.
5. Any claim where **you** are entitled to indemnity from another source.
6. Any claim when punitive, exemplary or aggravated damages are awarded against **you**.
7. Any liability for **bodily injury** or **damage**:
 - To **your** employees or members of **your family** or household or to their property;
 - Arising out of the ownership, possession, use or occupation of land or buildings;
 - Arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
8. Any liability not involving the use of the **cycle**.

6) Roadside Recovery

Cover is only operative if shown on your policy schedule and is only available in the UK

The following definitions are applicable to this section only.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this roadside recovery section and will appear in bold.

Incident: damage, vandalism or an irreparable breakdown to the **cycle**, which immediately renders the **cycle** immobilised.

Recovery Administrator: means National Breakdown, The Old Clock House, Odsal Road, Bradford, West Yorkshire, BD6 1AQ.

Recovery Operator(s): The independent contractor appointed by the **recovery administrator** to attend **your incident**.

What is Covered under Roadside Recovery

Roadside recovery will be available if an **incident** occurs more than one mile from **your home**. Cover will be provided subject to the terms and conditions below for any **incident**. Cover will apply during the **period of insurance** and within the **geographical limits**.

Provided that **you** can supply a valid policy reference number, the **recovery administrator** will dispatch a **recovery operator** if, as a result of an **incident**, **you** are unable to complete **your cycle** journey. The **recovery administrator** will arrange and pay for **you**, any pillion, and **your cycle** (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**, if closer.

Message Service

At **your** request, the **recovery administrator** will leave up to two messages at **your home** or place of work to make **your family** and/or colleagues aware of the **incident** and to give **you** peace of mind.

General

Uninsured Recovery

In the event of a fault occurring that falls outside the cover of this policy, **we** are still able to provide a recover service. However, all costs (including an administration fee) under this service must be paid for immediately by credit or debit card, and **you** will not be able to make a claim to recover these costs.

Change of Pedal Cycle

Our policy only covers the **cycle** specified on **your policy schedule**, therefore any change must be notified immediately to Acumen Insurance services Limited trading as CoverCloud. Should **you** wish to make a change **you** will need to provide the following:

- **Your** policy number;
- the new make, model and colour of **your cycle**;
- the date **you** would like the change to be made.

If **you** do not notify **us** of the new **cycle** details, the **recovery administrator** may not be able to arrange for a **recovery operator** to attend the **incident**.

Measurements

All distances referred to will be calculated using the driving distance via public highway.

Repairs

If the cost of repairs to **your cycle** is covered under any section of **your** CoverCloud Bicycle policy, **we** advise **you** to contact **us** before authorising repairs to **your cycle**.

Any repairs undertaken by a **cycle** repair shop which are not covered under any section of **your** CoverCloud Bicycle policy shall be provided by the **cycle** repair shop under a separate contract.

What is not Covered under Roadside Recovery

1. Any **incident** where the **cycle** is being used for something not appropriate to the design and manufacturers recommendations, or arising directly out of the use of the **cycle** on unsuitable terrain.
2. Any **incident** within a mile by public highway from **your home**.
3. The recovery of **you** and **your cycle** if a repair can be easily carried out at or near the location of the incident within 24 hours of the **incident** being reported to **us**.
4. Incidents where the **cycle** is not accessible or cannot be moved safely, legally and without obstruction using a standard transporter or trailer, including immersion in mud, sand, snow or water.
5. 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.
6. Any **damage to your cycle** or its **accessories** whilst in the process of recovery, repair or storage and any liability arising from an act occurring whilst assistance is being 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 reimburse **you** for costs associated with the collection of **your cycle** from a repairer or for any time that has to be taken off work because of an **incident**.
7. Any punishments (inc. fines) imposed by a court of law.
8. Police call out charges.
9. Ferry and toll charges.
10. Incidental expenses including the cost of parts, components, lubricants or materials, food, drinks and telephone calls.
11. Any costs other than recovery to one of the five locations specified within these terms and conditions.
12. The charges of any organisation or individual except those of the **recovery operator** assigned by the **recovery administrator**.
13. Incidents where **our** control centre has not been notified of the **incident** prior to the process of repair commencing.
14. Incidents where charges incurred have not been settled by **you** prior to any request for reimbursement.
15. Any charges incurred should **you** fail to follow the instructions of the **recovery administrator** or **recovery operator** in relation to the assistance being provided to **you**.
16. Any charges where, having contacted the **recovery administrator**, **you** proceed to utilise an alternative means of repair or recovery.
17. **Damage to tyres** by road punctures where it is possible for the **damage** to be repaired by a **cycle** emergency puncture repair kit carried by **you** at the time of the **incident**.

18. Medical and other expenses resulting from any injuries sustained by **you** as a result of the **incident**.
19. More than 3 claims in any one **period of insurance**.
20. Any claim in excess of the maximum claim limit of £1,500 per **period of insurance**.

General Conditions Applicable to Roadside Recovery

1. **We** will provide cover if:
 - a. **You** have complied with all terms and conditions within this policy.
 - b. The information provided to **us**, as far as **you** are aware is true and correct.
2. The policy is not transferable.
3. The rider of the **cycle** must remain with or nearby the **cycle** until help arrives.
4. **We** may refuse service if **you** have an outstanding debt with **us**.
5. If it is possible to effect a roadside repair, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted, by credit card.
6. If a call out is cancelled by **you** after a **recovery operator** has already been dispatched, **you** will lose a call out from **your** policy. In order to avoid this **we** would advise that **you** 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, a charge will be imposed for the second and any subsequent call outs relating to the original request for assistance.
7. **We** have the right to refuse service under the policy if **you** or **your** pillion are in any way obstructive in allowing **us** to provide the most appropriate assistance or are abusive towards the **recovery administrator**, control centre operative or the **recovery operators**.
8. This policy may be terminated immediately if, in **our** opinion, the **cycle** is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided. If this situation arises **we** will advise **you** by letter to **your home**, of what action **we** have taken.
9. In the event that **you** submit a request for recovery and the fault is subsequently found to be an uninsured service, **we** reserve the right to retrieve any monies from **you** in order to pay for the uninsured service.
10. The repair must be carried out if the **cycle** is recovered to a **cycle** repair shop and it is deemed by them that the repair can be undertaken within the terms and conditions of the policy. **You** must therefore be in a position to pay for the repair immediately. If **you** do not have funds available, any further service related to the claim will be withheld.
11. **We** reserve the right to recover **your** immobilised **cycle** in accordance with and subject to any legislation, which affects **recovery operators'** drivers' working hours.
12. If **you** have a 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 other roadside recovery product 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.

13. **We** shall not be held liable, under any circumstances, for any costs incurred should **you** be unable to make a telephone connection to any numbers provided.
14. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided to the **recovery administrator**.
15. **Cycles** must be located within the **geographical limits** when cover is purchased and commences.

How to Make a Roadside Recovery Claim

In the event of an **incident** please call the **recovery administrator's** 24 hour helpline: 01274 288488

You should have the following details ready to give to the **recovery administrator's** control centre operative, who will use them to validate **your** policy.

- **Your** return telephone number with area code;
- **Your** policy reference number; **Your** precise location (or as accurate as **you** are able in the circumstances).

Once the **recovery administrator** has taken **your** details and made all necessary arrangements they will contact **you** to advise which **recovery operator** will attend and their estimated arrival time. Please remain by **your** telephone ensure that it is switched on

General security requirements

Security requirements where the cycle is at the home

Accidental or **malicious damage** or **theft** of the **cycle**, whilst at **home**, shall only be covered in circumstances where the **cycle** is:

- a) kept inside and any security devices are in operation; or
- b) stored within a private garage, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** 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 by an **approved lock** to an **immovable object** within the building; or
- c) secured through the frame by an **approved lock** to an **immovable object** within the building when at **your home**, in any location which is described as a communal hallway or communal outbuilding.

Security requirements where the cycle is away from the home

Accidental or **malicious damage** or **theft** of the **cycle**, whilst away from the **home**, shall only be covered in circumstances where:

- a) the **cycle** is not left **unattended**;

- b) where the **cycle** is left **unattended**, it must be secured to an **immovable object** by an **approved lock** through the frame;
- c) any access to the **cycle** is effected by **forcible and violent entry**;
- d) 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 (b) and (c) 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 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:
 - valid motor insurance; and
 - a valid MOT certificate where applicable; and
 - current road tax where applicable; and
 - all windows must be capable of being securely fastened and locks must be capable of rendering the vehicle secure.

General Conditions - applicable to all sections of this policy

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**. A one off payment of £15.00 will be payable to the **administrator** upon confirmation from **you** of the new **cycle** to be insured. The policy renewal date will remain unchanged and will operate as shown on **your policy schedule**. 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.

Fraud

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

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

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

Duty of Care

You must take care to prevent any **accidental damage**, **malicious damage** or **theft** and keep **your cycle** and the security measures – including in **your home** and on or in **your** vehicle - protecting the **cycle**, in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

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.

Under Insurance

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

General Exclusions applicable to all sections of this insurance

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply. This certificate of insurance does not provide cover for any **accidental damage** or **theft** or any expenses of legal liability of whatsoever nature, directly or indirectly caused, contributed to by or happening though or in the consequence of:

- Any claim where **evidence of ownership** cannot be provided for the cycle or the **approved lock**.
- Any act of fraud or dishonesty by **you** or anyone acting on **your** behalf.
- **Terrorism** as defined by the **Terrorism Act 2000** or any substituting legislation.
- War, invasion, acts of foreign enemies, hostilities, (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **damage** to property by or under the order of any government, local or public authority.
- Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- Suicide, attempted suicide or deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save human life).
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 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.
- Engaging in any criminal act.

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Acumen Insurance Services Limited:

The Compliance Officer,
Acumen Insurance Services Ltd,
30 Minorities,
London,
EC3N 1PE

Tel: 0345 812 0030
Email: admin@covercloud.co.uk

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, the **administrator** will pass it to:

Customer Relations Department
UK General Insurance Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Please note there are different claim handlers depending on the section of cover **you** are claiming under.

Sections 1), 2), 3) & 4):

Direct Group Ltd
Customer Relations,
PO Box 1193,
Doncaster,
DN1 9PW

Tel: 0344 854 2072
Email: customerrelations@ukgeneral.co.uk

Section 5) Public Liability:

Langleys Solicitors LLP
Queens House,
Micklegate,
York,
YO1 6WG

Tel: 01904 686 790
Email: ukg@langleysclaimsservices.com

Section 6) Roadside Recovery:

National Breakdown
The Old Clock House,
Odsal Road,
Bradford,
BD6 1AQ

Tel: 01274 288 488
Email: cs@nationalbreakdown.com

If **your** complaint about **your** claim under sections 5) and 6) cannot be resolved by the end of the third working day, the claims handler will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

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

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

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to:

Financial Services Compensation Scheme,
P O Box 300,
Mitcheldean,
GL17 1DY

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

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

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

Why do we process your data?

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

What information do we collect about you?

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

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Great Lakes Insurance SE Information Notice

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