



Cycle Insurance Policy

Provided by



Underwritten by



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Section 1 - Certificate of insurance

Certificate of insurance

This certificate of insurance is the legal contract between the underwriters named in the schedule and yourself. The proposal form which **you** have completed and the declaration which you signed, or the statement of fact which you completed online, form part of this contract of insurance and by signing the declaration, or by confirming the statement of fact online, you warrant that the information given by you is true and complete, and the cover provided by underwriters is granted on that basis.

We, therefore promise to insure you against loss or damage to the cycle(s) specified in the schedule attached to this certificate of insurance during the period of insurance state in the schedule, and in any subsequent period of insurance where renewal of the certificate of insurance has been invited and accepted by you and the renewal premium paid. This promise is made on the understanding that you will comply, at all times, with the terms and conditions set out in this certificate of insurance.

The schedule attached to the certificate of insurance and any subsequent endorsements are all part of the certificate of insurance and are to be read as one document and any word or expression used with a specific meaning in any of them shall have the same meaning wherever it appears.

Geographical limits The geographical area shown in the schedule.

Governing law In the event of any dispute between you and the underwriters' names in the schedule you have the absolute right to choose which legal code shall apply, but in the absence of any agreement it is assumed that English law will apply.

Cooling-off period You have the right to cancel this certificate of insurance from inception and to obtain a refund of premium including insurance premium tax, if the cover provided does not meet your specific demands and needs. To take advantage of this right you must return the certificate of insurance to us within 14 days of receipt.

Section 1 - Certificate of insurance

**Certificate of
insurance**

Scheme arrangement

The Cyclesure cycle insurance scheme for cycles of every type and make is arranged by:

Butterworth Spengler Facilities Ltd
180 Garston Old Road
Liverpool L19 1QL

The brokers and scheme managers on behalf of the underwriters shown on the schedule.

Signed for and on behalf of Butterworth Spengler Facilities Ltd



Philip Coffey MBA FCII
Chartered Insurance Practitioner
Director

Please keep this certificate of insurance in a safe place, you may need to refer to it or need to produce it in order to make a claim.

Section 2 - General terms and conditions

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Ltd:



Steve Langan
Managing Director, Hiscox UK

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about the sale of **your policy** or the service offered by **your** broker, **you** should contact Butterworth Spengler Facilities Ltd:

telephone: 0151 427 9529
email: info@butterworthinsurance.co.uk

Butterworth Spengler Facilities Ltd
180 Garston Old Road
Liverpool
L19 01QL.

If **you** have any questions or concerns about the terms of **your policy** or the decisions regarding the settlement of a claim, please contact **our** Customer Relations team in writing at:

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

Details

In correspondence or communication with any of the above please remember to quote:

1. **your** full name and address;
2. name of the contract – Cyclesure scheme;
3. **your** unique certificate of insurance number or **your** claims reference number so that **your** certificate or claims record or file can be quickly located.

Referring **your** complaint to Butterworth Spengler Facilities Ltd or Hiscox Customer Relations does not in any way affect **your** right to refer **your** complaint to the Financial Ombudsman Service. **You** should be aware however that before dealing with **your** complaint, the Financial Ombudsman Service will wish to be satisfied that the complaints procedure outlined above has been fully and properly exhausted by **you** before becoming involved and making any judgment. **You** should also be aware that there are certain types of complaints that the Financial Ombudsman Service are unable to deal with.

Section 2 - General terms and conditions

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Abandoned	When a cycle is left in a location which is not your home or a temporary location for more than 12 consecutive hours or at a railway station for more than 24 consecutive hours.
Approved lock	A lock which at the time of purchase by you was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks and which at the time of the purchase by you was appropriate to the value of your cycle(s) in accordance with the classification of locks determined by the MLA 'Sold Secure' list.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Cycle	Any bicycle, tricycle, tandem or recumbant specified in the schedule which is your own property or for which you are legally responsible and which is normally kept at the address shown in the schedule. This includes component parts and cycle accessories. The cycle must be driven only by human pedal power or electric battery and must not be powered in such a way that it is subject to the requirements of the Road Traffic Act.
Endorsement	A change to the terms of the policy .
Evidence of ownership	The original purchase receipt, showing the name and address of the seller, the date of the sale, the price paid and details of the cycle and the approved lock or any other evidence which demonstrates your ownership to our satisfaction.
Excess	The amount you must bear as the first part of each agreed claim.
Family	You, your partner and any other relatives that permanently live with you .
Geographical limits	The geographical area shown in the schedule.
Home	The location stated in your schedule where your cycle is usually kept which shall mean: <ol style="list-style-type: none">i. a house of standard construction built of brick, stone or concrete and roofed with slates or tiles; orii. an outbuilding or garage built of brick, stone, concrete and roofed with slates, tiles, corrugated steel, asbestos or multi-layered with modern materials which is attached to or within the boundaries of a private dwelling house and is privately accessed; oriii. an underground car park situated beneath your main residence which is privately accessed by residents; oriv. a wooden shed which is securely locked at all times and which is privately accessed; orv. a self-contained flat within a building of standard construction as defined in i. above, or a communal hallway within a building of standard construction as defined in ii. above in which you permanently reside; orvi. any temporary residence such as your holiday home or a guest house, boarding house, motel or hotel in which you are resident for up to 28 consecutive days;vii. any self-contained lockable private room within the halls of residence in which you normally reside; orviii. any other specific location which has been referred to and agreed by us in writing.
Immovable object	Any of the following: <ol style="list-style-type: none">i. a solid object fixed onto or into brick, stone, concrete or metal and which cannot be undone or removed with or lifted under or over the cycle; orii. a securely fixed purpose built motor vehicle roof rack or cycle rack; oriii. an official cycle rack at a railway station and supplied by the railway station specifically for the purpose of securing cycles in an area of the station which is within the jurisdiction of the British Transport Police Authority.

Section 2 - General terms and conditions

Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your/yourself	The insured named in the schedule and, if the family members' extension has been purchased by you and this additional cover is shown in your schedule , any member of your family .

Conditions precedent General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Basis of insurance	<p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy . (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy .
Due diligence	3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.
Premium payment	4. We will not make any payment under this policy unless you have paid the premium.

Section 2 - General terms and conditions

- Cancellation
5. If **you** decide within the first 14 days of taking out this policy that this **policy** does not meet **your** requirements, **you** may cancel this policy and, provided that no claim has been made, receive a full refund of **your** premium.
- After 14 days **you** may cancel the **policy** at any time by giving **us** 30 days' written notice. **We** can also cancel the policy by giving **you** 30 days' written notice at any time.
- Multiple insureds
6. The most **we** will pay is the relevant amount shown in the schedule.
- If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.
- You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.
- Rights of third-parties
7. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance
8. This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.
- Governing law
9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

- Your obligations
1. **We** will not make any payment under this **policy** unless **you**:
- give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- Fraud
2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

Section 3 - Property

The General terms and conditions and the following terms and conditions all apply to this section.

What is covered

We will insure **you** for:

- a. accidental damage to **your cycle**;
- b. theft of **your cycle** from **your home**;
- c. theft of **your cycle** while away from **your home**; and
- d. theft of **your cycle** from a motor vehicle;

occurring during the **period of insurance**.

Cycle hire cover

We will also insure **you** for the reasonable cost of hiring an alternative **cycle** if **your cycle** is stolen or damaged whilst **you** are on holiday within the **geographical limits**.

What is not covered

A. We will not make any payment for:

1. any claim under £100.
2. theft from **your home** unless:
 - i. the **cycle** is contained within the main residence which is locked and the normal security protections are fully operative and in force and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
 - ii. the **cycle** is contained within any shed, garage or outbuilding at **your home** and the **cycle** is secured through the frame by an **approved lock** to an **immovable object** and the building is locked overnight and the theft is a direct result of violent and forcible entry to or exit from the premises by the thieves; or
 - iii. the **cycle** is contained within any underground car park situated beneath **your** main residence which is privately accessed by residents and the **cycle** is secured through the frame by an **approved lock** to an **immovable object** within the car park; or
 - iv. the **cycle** is contained within a communal hallway and is secured through the frame by an **approved lock** to an **immovable object** within the building.
3. theft away from **your home** unless:
 - i. the **cycle** is secured through the frame by an **approved lock** to an **immovable object** or if left at a railway station the **cycle** is locked to an official cycle rack provided by the railway station through the frame using an **approved lock**; and
 - ii. the **cycle** was not left **abandoned** by **you**.
4. theft from a motor vehicle unless:
 - i. the **cycle** is completely out of sight or secured through the frame by an **approved lock** to a purpose built rack fully fitted to the vehicle; and
 - ii. the vehicle was fully locked with all security protections in force and the theft is a direct result of violent and forcible entry to the vehicle by the thieves; and
 - iii. the **cycle** are not left in or on the vehicle between the hours of 9.00pm and 7.00am unless the vehicle is in a secure car park and in the event of a claim **we** will only pay if the theft is a direct result of violent and forcible entry to or exit from the secure car park by the thieves.
5. **cycle** hire costs, unless:
 - i. **we** agree that **you** may incur the hire charge costs before **you** have incurred them; and
 - ii. the total hire charge costs are less than the value of the **cycle** shown in the schedule or the repair cost of the **cycle** and in any event are less than £250; and
 - iii. **you** can provide **us** with written evidence of **your** hire cost.
6. the following **excess**:
 - i. £25 for any claim resulting from damage to **your cycle**; or

Section 3 - Property

- ii. 10% of the settlement value in respect of claims resulting from the theft of **your cycle**, subject to a minimum of £25; but
 - iii. 20% of the settlement value in respect of claims resulting from the theft of **your cycle** from communal buildings, hallways, outbuildings, garages, underground car parks or sheds, subject to a minimum of £100.
7. any **cycle you** have **abandoned** or any unexplained loss or disappearance of **your cycle**.
 8. any **cycle** being used for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
 9. any **cycle** being used for any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by **you** and this additional cover is shown in **your schedule**.
 10. any **cycle** being used to participate in any stunts or using equipment specifically designed for undertaking stunts.
 11. **confiscation**.
 12. any theft or damage to **your cycle** while the **cycle** is used by anyone except **you**.
 13. any theft or damage to tyres or accessories unless the **cycle** itself is lost or damaged at the same time.
 14. any gradually operating cause including but not limited to damage caused by wear, tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, marring, scratching, denting, cosmetic changes, dampness, dryness, shrinkage, evaporation, lack of or poor maintenance or failure to follow manufacturer's instructions when using the **cycle** or during maintenance or repair.
 15. mechanical or electrical breakdown or defect or electronic malfunction.
 16. any theft or damage which occurs outside the **geographical limits**.
 17. **terrorism, war or nuclear risks**.
 18. any theft or damage to **your cycle** where **you** cannot provide **us** with **evidence of ownership** of the **approved lock** or **cycle**.

How much we will pay

Repair or replacement	<p>At our option we will repair, replace or pay for any lost or damaged cycle on the following basis:</p> <ol style="list-style-type: none"> 1. for any standard cycle, the cost of repair or replacement as new; 2. for any discontinued cycle, the cost of repair or replacement with a machine of a similar type or equivalent specification; 3. for any hybrid or composite cycle, where the parts have been individually purchased, we will pay the replacement cost of the individual components, <p>but in no event will we will pay more than the amount insured shown in the schedule or as limited below.</p>
Under insurance	<p>If, at the time of theft or damage, the amount insured is less than 85% of the value of the cycle shown in the schedule, the amount we pay will be reduced in the same proportion as the under insurance.</p>

Your obligations

If any theft or damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any theft or damage which might be covered. If you think a crime has been committed, you must also report it to the police.</p>
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Section 4 - Public liability

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

What is covered

Claims against you	If, as a direct result of your ownership or use of your cycle , any party brings a claim against you for bodily injury or property damage occurring within the geographical limits and during the period of insurance , we will indemnify you against the sums you have to pay as compensation.
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What is not covered

	A. We will not make any payment for any claim or loss:
Non cycle related	1. unless resulting directly from your ownership or the use of your cycle .
Competitive events	2. directly or indirectly arising from the use of the cycle to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by you and this additional cover is shown in your schedule .
Professional use	3. directly or indirectly arising from the use of the cycle for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers.
Geographical limits	4. directly or indirectly arising from bodily injury or property damage occurring outside of the geographical limits .
Stunts	5. directly or indirectly arising from the use of the cycle to participate in any stunts or the use of equipment specifically designed for undertaking stunts.
Other craft	6. directly or indirectly arising from the ownership, possession, maintenance or use by you of any watercraft, aircraft, other aerial device, motor vehicle or other mechanically propelled vehicle not included within the definition of cycle .
Deliberate or reckless acts	7. directly or indirectly arising from any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
War and terrorism	8. arising from war , terrorism or nuclear risks .
	B. We will not make any payment for:
Property for which you are responsible	1. property damage to any property belonging to you , or which at the time of the loss or damage is in your care, custody or control.
Injury to others	2. bodily injury to any of your employees or any member of your family .
Restricted recovery rights	3. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	4. fines and contractual penalties, punitive or exemplary damages.

Section 4 - Public liability

Claims outside the applicable courts	5. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Contract	6. your liability under any contract which is greater than the liability you would have at law without the contract.
Other insurance	7. your liability where you would be entitled to be paid under another more specific insurance.
Excess	8. the excess .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same single or original cause or source will be regarded as one claim.

Special limits

United States of America and Canada

For claims directly or indirectly arising from **your** ownership or use of **your cycle** in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. The **excess** is amended to £2,500 for all such claims.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

Your obligations

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. if, when dealing with a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** have **our** prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Section 5 - Personal accident

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury which is caused solely by an accident directly arising from your use of a cycle , occurring at an identifiable time and place, which results in your death or permanent total disablement, loss of eye, loss of hearing, loss of limb or loss of speech within 12 calendar months of the date of the accident.
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Permanent total disablement	Disablement which totally prevents you from working in your usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

What is covered	We will pay you the appropriate benefit shown in the schedule if you suffer an accidental bodily injury .
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What is not covered	We will not make any payment for:
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|---------------------|---|
| Non cycle related | 1. any accidental bodily injury unless resulting directly from the use of a cycle . |
| Competitive events | 2. any accidental bodily injury where you were using the cycle to participate in any competition involving a massed start or a triathlon or duathlon unless the competitive events extension has been purchased by you and this additional cover is shown in your schedule . |
| Business use | 3. any accidental bodily injury where you were using the cycle for trade or business purposes, including hire or reward, courier services, or the carriage of fare paying passengers. |
| Geographical limits | 4. any accidental bodily injury where you were using the cycle outside of the geographical limits shown in the schedule. |
| Stunts | 5. any accidental bodily injury where you were using the cycle to participate in any stunts or using equipment specifically designed for undertaking stunts. |
| Your age | 6. any accidental bodily injury to any person under 16 or over 85 years old at the start date of the period of insurance . |
| Other exclusions | 7. any injury resulting from: <ol style="list-style-type: none"> a. an emotional or psychiatric disorder or condition; b. the taking of or use of drugs or controlled substances (other than drugs prescribed by your doctor and used properly) by you; c. the act of committing suicide or causing deliberate injury to yourself or putting yourself in unnecessary danger (unless trying to save a human life); d. any criminal act by you for which you are convicted. |

Section 5 - Personal accident

Sexually-transmitted diseases	8. any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
Pregnancy	9. any injury directly or indirectly arising out of or contributed to by pregnancy or childbirth.
War and terrorism	10. any injury directly or indirectly caused by war, terrorism or nuclear risks .

How much we will pay

Payment of benefit	<p>We will pay the appropriate benefit shown in the schedule to you, your executors or nominees, but we will not pay more than one of the benefits in respect of the same accident.</p> <p>For permanent total disablement we will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.</p>
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Your obligations

If a problem arises

We will not make any payment under this section unless:

1. **you** notify Van Ameyde Wallis promptly of any injury which might be covered under this section;
2. **you** see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any medical advice **you** are given.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all medical records.

Claims

Procedural conditions for claims	<ol style="list-style-type: none">1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result, you must place yourself as early as possible under the care of a suitably qualified medical practitioner.2. All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.
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Section 6 - DAS legal expenses insurance

Special definitions for this section

We/us/our	DAS Legal Expenses Insurance Company Limited.
You/your	The insured named in the policy schedule.
Appointed representative	The lawyer or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Insured person	You and any passenger who is legally on the insured bicycle with your permission. Anyone claiming under this policy must have your agreement to claim.
Insured bicycle	The bicycle specified in the schedule of insurance issued with this certificate of insurance .
Insured incident	An event which causes damage to the insured bicycle or to personal property on it or which injures or kills an insured person while he or she is on the insured bicycle .
Costs and expenses	All reasonable and necessary costs chargeable by the appointed representative on a standard basis, or in accordance with the Predictable Costs scheme if this is appropriate. We will also pay the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.
Period of insurance	The period for which we have agreed to cover you and for which you have paid the premium .
Territorial limit	<p>The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).</p> <p>This section is provided by DAS Legal Expenses Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.</p> <p>We will always try to give you a quality service. If you think we have let you down, please write to the Customer Relations Department at the head office address. Or you can phone us on 0117 934 0066 or email customerrelations@das.co.uk. Details of our internal complaint handling procedures are available on request.</p> <p>Head and Registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.</p> <p>To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and us.</p> <p>Once we have accepted your claim, we aim to recover your uninsured losses from the person who caused the accident. Uninsured losses could include the cost of repairing or replacing your insured bicycle or compensation following injury or other out of pocket expenses.</p> <p>We normally recover your uninsured losses through our Motor Claims Centre but sometimes we use appointed lawyers.</p> <p>For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, we will notify the Motor Insurers Bureau which may be able to help.</p>

To make your claim Telephone us on 0800 783 6066 as soon as possible after your accident to speak with one of our dedicated customer claims handlers.

When DAS cannot help Please do not ask for help from a solicitor before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Section 6 - DAS legal expenses insurance

Cover

This section will cover the **insured person** in respect of any **insured incident** if the premium has been paid. **We** agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

What is covered

Following an **insured incident**, **we** will negotiate to recover an **insured person's** uninsured losses and costs and will help in appealing or defending an appeal.

If an **appointed representative** is used, **we** will pay the **costs and expenses** for this.

The most **we** will pay for all **claims** that arise from the same **insured incident** is £100,000.

What is not covered

1. A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of its happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. Any **costs and expenses** incurred before **we** agree to pay them.
3. Any claim relating to a contract involving the **insured bicycle(s)**.
4. Anyone using the **insured bicycle** who does not have **your** permission to do so.
5. Any disagreement with **us** that is not in condition 7.
6. Any legal action that an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
7. Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any claim directly or indirectly caused by, or resulting from, any device failing to recognise, interpret, or process any date as its true calendar date.
9. Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.
10. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this cover and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the cover in relation to any third party rights or interests.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. try to prevent anything happening that may cause a claim;

Section 6 - DAS legal expenses insurance

- c. take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d. send everything **we** ask for, in writing;
 - e. give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
 2.
 - a. **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
We can negotiate any claim on behalf of an **insured person**.
 - b. An **insured person** is free to choose an **appointed representative** (by sending **us** a suitably qualified person's name and address) if:
 - i. **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c. In all circumstances except those in **2(b)** above, **we** are free to choose an **appointed representative**.
 - d. An **appointed representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **us** at all times.
 - e. **We** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **we** ask for.
 3.
 - a. An **insured person** must tell **us** if anyone offers to settle a claim.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c. An **insured person** must not negotiate or agree to settle a claim without **our** approval.
 - d. **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **we** ask, an **insured person** must tell the **appointed representative** to have legal costs taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person**, with good reason, or if an **insured person** dismisses an **appointed representative**, without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** any **costs and expenses** paid by **us**.
 7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
 8. This section will be governed by English law.

Section 6 - DAS legal expenses insurance

Helpline services

We provide these services 24-hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

Eurolaw legal advice

We will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

We will give **you** confidential advice over the phone on any personal tax matters under the laws of the United Kingdom.

Counselling

We will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone **us** on 0117 934 2121.

These calls are not recorded.

We will not accept responsibility if the Helpline services fail for reasons **we** cannot control.

Please do not phone **us** to report a general insurance claim.

Section 7 - What to do if you need to make a claim

What to do if you need to make a claim

If **you** should need to make a claim under the policy **you** must follow the procedure set out below and provide the required information and documentation, in accordance with the time limits stated. If **you** do not do this, **your** claim may be rejected by **us**.

Report to the police

In the event of the theft or malicious damage to the insured's cycle(s) **you** must immediately notify the police and ensure that they have a record of the incident by obtaining a crime reference number from them. This information must be inserted on **your** claim form.

Claim form

You must immediately request (or download) a claim form and follow any instructions relating to the claim from:

Hiscox Property Claims
25 London Road
Sittingbourne
Kent
ME10 1PE

telephone: 0845 213 899
fax: 020 1448 6923
email: property.claims@hiscox.com

If a claim is to be made under the Public liability section of this policy: please refer to Hiscox as undernoted:

- Our claims office is open 9.00am - 5.30pm Monday to Friday excluding bank holidays
- Contact our claims department on 01206 773776 or hicliability@hiscox.com
- Out of hours contact telephone number 0800 751 3639.

Claim documentation

Within 28 days of this notification of claim **you** must provide us, at **your** own expense, full details of **your** claim in writing together with any documentation, information, and proof of ownership which **we** may have requested from **you**. If **you** provide everything that is needed quickly, efficiently and in full then **we** will be in a position to make a decision about **your** claim much quicker. **We** reserve the right to ask **you** for further information if that is considered necessary, to appoint a loss adjustor to investigate **your** claim in more detail, or to seek other expert or specialist advice. Please remember that you have a duty to provide proof of loss for your claim by making a statement of claim and by offering clear and irrefutable evidence in support of your claim. Conversely, the underwriters have no duty or responsibility to disprove any claim made by you, and in making any decision as to whether to pay a claim or not, rely entirely upon the information and evidence you provide in support of your claim.

If you do not comply with the above we will have the right to decline to deal with your claim.

Terms and conditions to be complied with

For any claim to be successful **you** must be able to demonstrate to the underwriters that **you** have complied in full with the cover terms and conditions, especially those relating to security as detailed in **your** property wording, and that the cause of the loss, damage, theft, accident, injury or death which is the subject of the claim is not excluded.

Repair or replacement

Wherever possible **we** will wish to arrange for the insured cycle(s) which has been damaged or stolen to be repaired or replaced by a specialist cycle dealer or distributor who will invoice us directly for the repairs of the replacement. **We** reserve the right to benefit from any trade discount or similar purchase discount obtainable from a cycle, repairer, dealer or distributor of our choice, and **you** have no right to insist that the insured cycle(s) be repaired or replaced by any cycle dealer or distributor nominated or selected by **you**. However, if **you** are able to persuade **your** preferred cycle dealer or distributor to match the best price that **we** are able to obtain from other trade sources, and if the dealer or distributor is willing to invoice us directly then, of course, **we** will be happy to accommodate **your** requirements or wishes.

Section 7 - What to do if you need to make a claim

Public liability claims

With regard to any public liability claim made against **you** either verbally or in writing, **you** must make us aware of the claim immediately, and forward to us any statements of claim, writ or summons as soon as **you** receive it. **You** must not negotiate, admit liability, or agree to pay any amount in settlement without our written authority. **You** must not take any action or make any statement which has the effect of prejudicing our position with regard to the handling or the defence of the claim. **You** must notify us in writing immediately of any impending prosecution, inquest or fatal accident enquiry.

Failure to comply with this clause, especially if such failure results in our position with regard to indemnity being prejudiced will give us the right to decline to indemnify **you** and to reject **your** claim.

Salvage and abandonment

We have the right to take and keep possession of the cycle(s) which is the subject of a claim made by **you** and to treat the cycle(s) as salvage and to dispose of it in any way **we** deem appropriate. Any proceeds from such salvage belong to us and will be used by us to offset the amount of any claim payment made by **you**.

However, our right to the salvage does not mean or imply that **you** are entitled to abandon any cycle(s) to us.

Claim form and declaration

Every claim will require a completed and signed claim form, and at the bottom of the claim form is a declaration made by **you** that the claim is genuine in respect of dates, time, circumstance and amount. Before signing the form please check the answers **you** have given and any supporting documentary evidence, very carefully. All questions should be answered rather than left blank, even if they are not applicable or relevant - please indicate that this is the case.

Section 8 - Who we are

Who we are

Butterworth Spengler
Facilities Ltd

Butterworth Spengler Facilities Ltd, 180 Garston Old Road, Liverpool L19 1QL, are the Insurance Brokers and Managers of the cycle insurance scheme.

The company is registered in England and the registration number is 1593973.

The company is authorised and regulated by the Financial Services Authority.

Telephone: 0151 427 9529

Fax: 1551 494 4433

email: info@butterworthinsurance.co.uk

Website: www.butterworthinsurance.co.uk

Hiscox Insurance
Company Limited

Are the underwriters of Sections 2, 3 4 and 5 of the Cyclesure cycle insurance scheme.

Hiscox
1 Great St Helen's
London
EC3A 6HX

The company is registered in England and the registration number is 70234.

The company is authorised and registered by the Financial Services Authority.

DAS

DAS Legal Expenses Company Limited, are the underwriters of Section 6 only of the Cyclesure cycle scheme.

DAD Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

The company is registered in England and the registration number is 103274.

The company is authorised and regulated by the Financial Services Authority.