



Certificate of Insurance

Please read this Certificate and the Schedule of Insurance carefully and if there are any Errors or Omissions return it immediately to the address shown below.

contents

Introduction	Understanding Your Certificate of Insurance	5
Section 1	Definitions	6
Section 2	The Cover we Provide	9
	Security Requirements and Conditions Precedent	10
	<ul style="list-style-type: none"> • <i>The Insured Location</i> • <i>Away from the Insured Location</i> • <i>In or On a Motor Vehicle</i> 	
Section 3	Optional Extensions of Cover	12
	3.1 <i>Family Members Extension</i>	
	3.2 <i>Public Liability Cover</i>	
	3.3 <i>Personal Accident Cover</i>	
	3.4 <i>Replacement Cycle Hire Cover</i>	
	Endorsements Which Apply to the Cover Provided by Section 2 and 3	16
	1 <i>Terrorism Exclusion</i>	
	2 <i>Northern Ireland Overriding Exclusion Applicable to Insurances Relating to Property in Northern Ireland other than Private Dwellings</i>	
	3 <i>War and Civil War Exclusion</i>	
	4 <i>Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause</i>	
	5 <i>Water Table Clause</i>	
	6 <i>English Jurisdiction Clause</i>	
	7 <i>Financial Service Compensation Scheme</i>	
Section 4	Legal Expenses Insurance	18
Section 5	Conditions Which Apply to the Whole of the Certificate of Insurance	24
Section 6	General Exclusions Which Apply to the Whole of the Certificate of Insurance	26
Section 7	What to do if You Need to Make a Claim	27
Section 8	What to do if You Wish to Complain	29
Section 9	Who we Are	30



Certificate of Insurance

This **Certificate of Insurance** is the legal Contract between the Underwriters named in the Schedule and **You**self. The Proposal Form which **You** 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** stated 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.

Territorial Limits

The Cover provided is in respect of **Cycle(s)** owned or used by **You** anywhere in the United Kingdom only, unless the Underwriters have given specific written authority for these Territorial Limits to be extended for a limited period.

Governing Law

In the event of any dispute between **You** and the Underwriters named 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.

Certificate of Insurance (con't)

Scheme Arrangement

The Cyclesure Cycle Insurance Scheme for cycles of every type and make is arranged by:

Butterworth Insurance Services (Godalming) Ltd
180 Garston Old Road, LIVERPOOL, L19 1QL

The Brokers and Scheme Managers,
on behalf of the Underwriters shown in the Schedule:

Signed for and on behalf of Butterworth Insurance Services (Godalming) Ltd



Ian Crawford
Managing Director

Please keep this Certificate of Insurance in a safe place; you may need to refer to it or to produce it in order to make a Claim.

Introduction

Understanding Your Certificate of Insurance

We recognise that it is important for **You** to understand **Your Certificate of Insurance** in order to know whether **You** are covered in the event of a **Claim**, and so **we** have tried to make the Contract as simple as possible, partly by the use of plain English, and partly by setting it out in a logical way.

After the **INTRODUCTION** we give **You** a list of **DEFINITIONS** to make it easier for **You** to understand some of the terms which **we** use later on in the document.

Then in **Section 2** we explain **WHAT IS COVERED** and **WHAT IS NOT COVERED** in respect of the Cover for **Your Cycle(s)**. In the same Section **we** detail certain Conditions relating to the **SECURITY** of **Your Cycle(s)** which **You** must comply with at all times if a **Claim** is to be successful.

In **Section 3** we detail the Cover provided by the **OPTIONAL EXTENSIONS OF COVER** which apply if **You** selected them at Inception or at the Renewal of the **Contract of Insurance**, as shown on **Your Schedule of Insurance**.

In **Section 4** we detail the Cover provided through DAS Legal Expenses Insurance Company Limited for **Your Uninsured Loss Recoveries and Personal Injury claims**.

In **Sections 5** and **6** we detail the **GENERAL CONDITIONS AND EXCLUSIONS**, which apply to the **Certificate of Insurance** as a whole. **We** urge **You** to read through these in order to be aware of them and to understand them, because they are important.

In **Section 7** we tell **You** **HOW TO MAKE A CLAIM**, and **we** explain to **You** the need for **You** to provide **us** with all the information that **we** need to be able to deal with a **Claim** properly. **We** emphasise to **You** the importance of complying with the Terms and Conditions of the **Certificate of Insurance**, particularly those relating to Security of the **Cycle(s)**, and **we** indicate to **You** our policy with regard to the Repair or Replacement of **Cycle(s)** from Specialist Trade Suppliers or Repairers. **We** stress the need to fully complete the **Claim** Form which the Brokers will send to **You**, and to sign the Declaration at the end of the Form, thereby confirming the truth and accuracy of the answers to all of the questions on the **Claim** Form.

In **Section 8** – **HOW TO COMPLAIN** we explain to **You** what to do if **You** are in any way dissatisfied with the Service **You** have received from **us**.

In **Section 9** we tell **You** **WHO WE ARE** and how to contact **us**.

section 1 - definitions

Wherever the words or phrases which are defined below appear in this **Certificate of Insurance** they are shown in **Bold** to make it easier for **You** to identify them.

Abandoned	Means a Cycle(s) being left in a location which is not the Insured Location for more than twelve hours at any one time or for more than 24 hours at any one time at a Railway Station.
Accessories	Means any equipment, including trailers, purchased by You and added and fixed to the Cycle(s) in addition to the equipment which is included within the Cycle's standard specification as specified on the Schedule other than equipment which is specifically excluded, providing that the Value of the accessories has been included by You in the Sum Insured .
Accident	Means a sudden and unforeseen occurrence which happens by chance and results in damage to the Insured Cycle(s) during the period of insurance .
Approved Lock	Means a lock which is specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of Cycle locks (www.soldsecure.co.uk) and which is appropriate to the value of Your bike in accordance with the classification of locks determined by the MLA Sold Secure list.
Certificate of Insurance	The evidence of the Contract between You and the Underwriters in which the Terms, Conditions, Limits and Exclusion applicable to the insurance are set out.
Claim	A formal request by You for payment under the Certificate, in respect of loss, damage, theft, accident , injury or death.
Consequential Loss	Means any Loss, financial or otherwise, which is not directly concerned with or related to the Cycle(s) specified in the Schedule of Insurance but instead arises from the event or the occurrence which gives rise to a Claim in respect of the Insured Cycle(s) or any of the Extensions of Cover chosen by You .
Contract of Insurance	The formal legal agreement between You and the Underwriters, represented by the Certificate of Insurance , wherein the Underwriters agree to indemnify You for loss or damage to Your Cycle(s) , and which sets out the Terms, Limits, Conditions and Exclusions of the Certificate of Insurance .
Cycle(s)	Means any bicycle, tricycle, tandem, or recumbent driven only by human pedal power and/or electric battery. The machine must not be powered such that it is subject to the requirements of the Road Traffic Act.
Cycle Serial Number	The unique reference code that identifies Your Cycle , sometimes known as the frame number. This is generally to be found underneath the bottom bracket, which is the large circular section which houses the crank set.
Evidence of Ownership	In the event of a Claim You need to be able to demonstrate that You are the owner of the Insured Cycle(s) by, producing a Purchase Receipt, Credit Card Voucher or Statement, Photographs, Independent Valuation, or Literature provided when the bike was purchased, etc.
Expiry Date	The date on which the Cover You have purchased ceases as shown in the Schedule.
Family	Means You , Your Partner and any other Relatives who permanently reside with You .
Full Replacement Value	The cost of purchasing the type of Cycle(s) Insured, or the nearest equivalent, without any deduction for wear, tear or depreciation, less any discount offered by the retailer or wholesaler.

section 1 - definitions (con't)

Immovable Object	Means one of the following:- <ul style="list-style-type: none"> (i) a solid object fixed in or onto brick, stone, concrete or metal which is not capable of being undone, removed with, or lifted under/over the Cycle(s), or (j) a securely fixed proprietary motor vehicle Roof or Cycle Rack, or iii) an official Cycle Rack at a Train Station and supplied by the Train Station specifically for the purpose of securing Cycles in an area of the Station which is within the jurisdiction of British Transport Police Authority.
Inception Date	The date on which the Insurance You have purchased commences. This is shown in the Schedule.
Insurance Premium Tax	The Tax imposed by the Government on the purchase of certain types of Insurance.
Insured / Your Home	The secure location as stated on Your Schedule where the insured Cycle(s) is usually kept which unless otherwise specified in any Endorsement attached to Your Schedule shall mean: <ul style="list-style-type: none"> (i) a House of Standard Construction built of brick, stone, slates or tiles, or (ii) an Outbuilding or Garage built of brick, stone, or concrete and roof 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, or (iii) a Wooden shed which is securely locked at all times and which is privately accessed, or (iv) 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 (i) above in which You permanently reside, or (v) a Self-contained lockable Private Room within the Halls of Residence in which You normally reside, or (vi) Any other specific location which has been referred to and agreed by Underwriters and which is separately identified in an Endorsement attaching to Your Schedule.
Loss of Limb	Means the actual physical separation of a hand at or above the wrist, or of the foot at or above the ankle but also includes the total and irrecoverable loss of use of one or both hands or feet, respectively.
Loss of Sight	Means the total and irrecoverable loss of sight in one or both eyes.
Material Facts	Means any fact, information or alteration in circumstances which would influence our judgement in deciding whether to provide You with Cover for Your Cycle(s) and which, in our opinion, either increases the Risk to which we are exposed or which may have led us to offer Cover at substantially higher terms.
Permanent Total Disablement	Means a disability which lasts at least twelve calendar months which entirely prevents You from attending to any business or occupation of any kind and which at the end of the Period remains beyond reasonable likelihood of improvement.
Personal Accident	Means a sudden and unforeseen occurrence which happens by chance during the period of insurance and which results in Your Death, or serious Injury to You .
Policy Excess	This is the amount of the money that You must pay when a Claim is made. The amount differs in accordance with the circumstances of the loss.
Premium	A single payment in advance required to pay for the Insurance Cover for a year, through Premium Finance arrangements by cash or credit/debit card or payment in instalments.

section 1 - definitions (con't)

Proof of Loss	Means that when You make a Claim , You are required to prove to us that the Claim is valid and that You have fulfilled all of Your obligations to us which regard to the Terms and Conditions of the Contract of Insurance .
Public Liability	Means the Liability which You or Members of Your Family may have in law to pay compensation to any Member of the Public for Death, Injury, Loss of Damage resulting from an accident caused by Your negligence.
Renewal Date	The date on which Cover would re-commence, should You decide to renew the Contract.
Reinstatement	The Basis of Settlement wherein the full replacement cost of the Insured Cycle is paid up to the Sum Insured limit, without any deduction for Wear, Tear or Depreciation. Claims for Cycles which are less than three years old from the Date of Manufacture will be settled on a Reinstatement basis.
Sum Insured	Means the amount chosen by You and shown in the Policy Schedule and which represents the current Replacement Cost of the Insured Cycle(s)
Schedule of Insurance	That part of the Certificate of Insurance which shows Your personal details—name, address, postcode, period of insurance , Premium and any other information which is pertinent to Your individual Contract of Insurance .
Temporary Location	Means any temporary Residence such as Your Holiday Home, Guest House, Boarding House, Hotel for a maximum period of 28 days at one time during the period of insurance . We may be prepared to extend the Cover at a temporary Residence or Period in excess of 28 days, but You must advise us of this and we will issue an Endorsement for attachment to the Schedule noting our agreement to this.
Territorial Limits	The Countries in which the Cover provided applies. Cover which is specially agreed beyond those countries may be for a limited period only, as defined in the Certificate of Insurance .
Terrorism	Means an act, whether involving violence or the use of force or not, or the threat, conspiracy or preparation thereof, of any person or group(s) of persons whether acting alone or in concert with any organisation(s) which is designed to intimidate or actually does intimidate or influence a Government or any Member or Section of the Public, or results in the destruction of any part of the economy of the country and which by its nature, form or context is undertaken for political, social, religious, ideological causes or objectives.
The Insured/You/Your	Means the Person or Persons named in the Schedule, or if the Family Members Extension has been selected by You this also means any Member of Your Family permanently residing with You . Students who live away from home for the greater part of the year are not deemed to be permanently residing with You and they must make their own separate Insurance arrangements for their Cycle .
The Underwriters/ We/Us/Our	Means the Underwriters specified in the Schedule.
Unattended Cycles	Describes situations where the Insured Cycle(s) is not being ridden or held by You or has not been entrusted by You to an adult for its protection and safe-keeping.

section 2 - the cover we provide

What is covered

We will pay for the cost of repairing any part or the whole of the **Cycle(s)** to a condition equal to but not better than before any damage occurred, or if the **Cycle(s)** has been stolen we will pay for the cost of replacing the **Cycle(s)** with a similar model, or if this is not available with a model which is equivalent in terms of quality and functionality. We will always attempt to arrange repair or replacement of **Cycle(s)** parts or the whole of the **Cycle(s)** if it is beyond economic repair or if it has been stolen, and we reserve the right to do so through Specialist Dealers or Repairers. Cover is provided to **You** by us for the following contingencies:-

2.1	Accidental Damage To Your Cycle(s)
2.2	Theft of Your Cycle(s) from Your Home or any Temporary Location
2.3	Theft of Your Cycle(s) away from Your Home or any Temporary Location
2.4	Theft of Your Cycle(s) from a motor vehicle
2.5	Legal Expenses Cover

Please note that all Cover detailed above is subject to the **General Conditions, General Exclusions and Security Requirements** shown in Sections 2, 4 & 5.

What is not covered

2.1	The Policy Excess —the first £25 of each and every Claim resulting from Accidental or Malicious Damage to the Cycle(s) .
2.2	The Policy Excess —10% of each and every Claim in respect of the Theft of the Cycle(s) , subject to a minimum Excess of £25, each and every Claim .
2.3	The Policy Excess —£100 or 20% of each and every Claim in respect of the Theft of the Cycle(s) from Communal Buildings and/or Hallways or from a detached Private Garage of light or non-standard construction or from a privately-accessed Garden Shed constructed of wood or other light non-standard materials.
2.4	Theft from Your Home unless the Cycle(s) was contained in a locked building where the Theft is the direct result of violent and forcible entry to or exit from the premises by the thieves. Also, You must have complied with any other Security Requirements detailed below.
2.5	Theft away from Your Home unless the Cycle(s) was locked to a solid and Immovable Object by an Approved Lock , in which case You will need to provide us with evidence of the Approved Lock in the form of the key and a purchase receipt clearly showing the make and type of the Lock or by returning to us the damaged Lock itself.
2.6	Theft from Your Home where the building has been unoccupied for any reason whatsoever for more than 42 consecutive days.
2.7	Any Claim under £100.
2.8	Mysterious disappearance, unexplained Theft and any other circumstances where a reasonable explanation of the cause of loss cannot be provided by You .
2.9	Theft or Damage where the Cycle(s) has been left unattended by You or abandoned by You away from Home for a period longer than 12 consecutive hours or 24 consecutive hours at any Railway Station.
2.10	Accidental Damage or Theft of the Cycle(s) , regardless of the circumstances, when the machine is being used by someone other than Yourself , unless You have extended the Cover to include Family Member Use as shown on Your Schedule .

section 2 - the cover we provide (con't)

2.11	Accidental Loss or Damage to the Cycle(s) whilst in transit unless the Cycle(s) has been professionally packed and the transit is in the hands of a Shipping or Transport Company, and documentation or evidence of this can be provided, or the Cycle(s) has been shipped by You in a proprietary rigid Cycle(s) box or case specially designed for the purpose, by road, rail, or air transport.
2.12	Any gradually operating cause including but not limited to Wear, Tear, Wet or Dry Rot, Atmospheric or Climatic Conditions, Frost, Insect, Vermin, Corrosion, Rust, Dust, Contamination, Change in Colour or Finish, Chemical Reaction, Marring, Scratching, Denting, Cosmetic Changes, Dampness, Dryness, Shrinkage, Evaporation, Contamination, Mechanical or Electrical Breakdown or Defect, Electronic Malfunction, Lack of or Poor Maintenance, or Failure to Follow Manufacturers Instructions when using the Cycle or during maintenance or repair.
2.13	The Cycle(s) being used for Trade, Business or Professional purposes.
2.14	The Cycle(s) being used in Massed Start, Road and Circuit Racing, unless Cover has been extended for Competition Use
2.15	Loss or Damage to tyres and accessories unless the Cycle(s) is lost or damaged at the same time.
2.16	Loss or Damage arising from Confiscation or Detention by Customs or other Officials.
2.17	Loss or Damage which occurs outside the Territorial Limits .
2.18	Loss or Damage where any of the Security Requirements detailed below have not been fully complied with.
2.19	Any Claim where the required Premium has not been paid by You in full.
2.20	Loss or Damage to the Cycle(s) in circumstances where any of the Policy Conditions have not been fully complied with by You .

Basis of Settlement of Claims

We will pay the full Reinstatement Cost of the cycle(s) which are insured hereunder, which means that there will be no deduction for Wear, Tear or Depreciation, regardless of the age of the Cycle(s). However, the Sum Insured for each of the Cycle(s) insured hereunder must be adequate to pay the full Reinstatement Cost. If the Sum Insured is less than the Reinstatement Cost of the Cycle(s) the Underwriter has the right to consider the Insured as being his or her own insurer for the difference and, as a result, require them to pay a rateable portion of the loss.

The Underwriters alone have the right to determine whether to settle any Claim in cash or whether to arrange the Repair or Replacement of the Cycle(s), and the benefit of any Discount made available to Underwriters for such Repair or Replacement shall accrue to the benefit of the Underwriters only and not to the Insured, and the Policy Excess shall be deducted from the Net Amount after such Discount has been applied.

Where a Cycle(s) which is the subject of any Claim is no longer in production or available in the retail market, the settlement of the Claim will be based on the Replacement or the Replacement Cost of a Cycle(s) of a similar type or equivalent standard, and the Insured shall be responsible for the cost of any significant betterment or improvement to the Cycle(s) insured. Where the Insured's Cycle(s) is not a standard production model, but, instead, a hybrid or composite made up of parts which have been individually purchased, the sum to be insured will be the Replacement Cost of the individual components.

Policy Excess: Subject to a minimum of £25, the Policy Excess payable in the event of a total loss Claim will be 10% of the Cycle's depreciated value.

section 2 - the cover we provide (con't)

Security requirements and conditions precedent

The Cover provided by Section 2 is granted on the understanding that You will comply with the following Security Requirements, depending upon where the Cycle is at the time of the Theft, Accidental or Malicious Damage. These Security Requirements are to be regarded by You as Conditions Precedent to our Liability under this Contract of Insurance to pay Your Claim. This means that if it is demonstrated that one or more of these Conditions Precedent have not been complied with fully then we have the right to refuse to pay Your Claim.

The Insured Location

Claims in respect of Theft or Accidental Damage at the Insured location will only be payable by us where the Cycle is:-

- (i) at a Property as described in Definition 'Insured Location' (page 6) is kept inside the Property and all the normal security protections are fully operative and maintained in force.
- (ii) is in either a Private Garage or a privately accessed Wooden Shed and You have complied with the following Security Requirements:-
 - (a) the Cycle was secured through the frame by an **Approved Lock** to an **Immovable Object** within the building
 - (b) all external doors were fully secured by a five-lever Mortice deadlock to BS3621 Standard or by a five-lever close shackle padlock on a reinforced Hasp and Staple, and all Windows were locked or screwed down.
- (iii) In the communal hallway or in a communal outbuilding and the Cycle was secured through the frame by an **Approved Lock** to an **Immovable Object** within the building.

Away from the Insured Location

Claims for Theft or Accidental Damage of the Cycle away from the Insured location will only be payable by this Insurance where:-

- (i) the Cycle is not left **Unattended**, or **abandoned** by You, or
- (j) the Cycle is left **Unattended** but secured by an **Approved Lock** through the Frame to an **Immovable Object**.
- (k) access to the Cycle is effected by violent and forcible entry to the room or building in which the Cycle is located.
- (iv) the Cycle is left **Unattended** at a Railway Station secured by an **Approved Lock** through the Frame to an official Bike Rack provided by the Railway Station for the purpose and located within the jurisdiction of British Transport Police.

In or On a Motor Vehicle

Claims for Theft whilst the Cycle is in or on a Motor Vehicle will only be payable where:-

- (i) all doors and windows, including sun roofs and other openings, of the vehicle were securely closed and locked and access to the vehicle involved violent and forcible entry;
- (j) any car alarm or anti-Theft device fitted to the vehicle was set and was fully operational;
- (k) any Cycle stored within the vehicle is completely out of sight or is secured through the frame by an **Approved Lock** to a proprietary Roof Rack or Cycle Rack properly fitted to the vehicle;
- (iv) Cycles are not left in or on the vehicle overnight, i.e. Between the hours of 9 p.m. and 7 a.m. unless the vehicle is stored in an official, private, enclosed and secure Car Park and that the Theft occurred as a result of violent and forcible entry to or Exit from the Car Park;
- (v) the motor vehicle is licensed for road use, Comprehensively Insured, has a valid MOT Certificate where the age of the vehicle requires such, is in good physical condition particularly with regard to Door and Window Locks and Alarm Security, and that at the time of the Loss all Doors and Windows were closed and locked, the alarm was set and operational and activated as a result of violent and forcible entry to the vehicle

These Security Requirements are extremely Important. Failure to comply with them may result in any Claim You make being rejected by us. If You have any doubts about whether the Security which You apply to the Insured Cycle in any particular situation or location is fully compliant with the above, You are advised to communicate with us, to make us aware of the Security applicable, and to ask for our advice and instructions. We will be very happy to assist You.

section 3 - optional extensions of cover

If **You** have chosen to purchase one or more of the following Optional Extensions of Cover as indicated on **Your Schedule of Insurance** we will insure **You** in respect of one or more of the Contingencies detailed below.

3.1 - Family Members Extension

What is covered

If **You** have chosen to purchase the **Family Members Extension**, as specified on **Your Schedule of Insurance**, the **Cycle(s)** Insured by this **Certificate of Insurance** will be covered when they are being ridden by any Member of **Your Family** who permanently resides with **You**. In addition, if **You** choose to purchase any of the other Extensions of Cover shown below, as specified in **Your Schedule of Insurance**, those Extensions of Cover are deemed to apply to other Members of **Your Family** permanently residing with **You** whilst they are using or riding a **Cycle(s)** Insured by this **Certificate of Insurance**.

What is not covered:

1. **Claims** in respect of Members of **Your Family** below the age of 16 years or over the age of 85 years.
2. Members of **Your Family** who are Students who live away from the **Family** Home for most of the year, including Students who live away from home but in the same town or City, and regardless of whether such Students return home during vacation periods or intermittently during the Academic Term.
3. **Claims** where Members of **Your Family** have failed to comply with any of the Terms and Conditions of this **Certificate of Insurance**, especially the Security Requirements set out in Section 2.
4. Cover for Racing, Competition, or any Event involving a Massed Start unless **You** have chosen to purchase Competition Cover and this is indicated on **Your Schedule of Insurance**.
5. Cover for any legal liability to pay compensation for **accidental** Bodily Injury, Death, Disease or **Accidental** Damage to Property to any person within the **Territorial Limits** which arises from the use or ownership of a **Cycle(s)**, unless **You** have chosen to purchase Public Liability Cover as specified on **Your Schedule of Insurance**.
6. **Personal Accident** Benefits in respect of Death, Injury or Disablement unless **You** have chosen to purchase the **Personal Accident** Cover Extension as shown on **Your Schedule of Insurance**.

section 3 - optional extensions of cover (con't)

3.2—Public Liability Cover

What is covered

If **You** or any member of **Your Family** (if Extension 3.1 has been purchased by **You**) become legally liable to pay compensation for **Accidental** Bodily Injury, Death, Disease or **Accidental** Damage to property belonging to any person within the **Territorial Limits** which arises from **Your** use or ownership of a **Cycle(s)** we will pay for such compensation up to the limit shown in **Your** Policy Schedule including all reasonable legal defence costs and expenses incurred by **You** with **our** written consent in connection with any Liability insured under this **Certificate of Insurance** providing **You** are permanently domiciled within the United Kingdom.

What is not covered:

1. **Claims** when **You** are below the age of 16 years or over the age of 85 years.
2. The first £500 of each and every **Claim** resulting from Damage to property belonging to Members of the Public.
3. Liability arising from Loss or Damage to property belonging to **You** or which is in **Your** care, custody or control.
4. **Claims** where **You** are entitled to protection by another Policy such as a Household, Motor, etc Insurance Policy which is to be regarded as more specific.
5. Any award by a Court for punitive, exemplary, aggravated or liquidated damages against **You**.
6. The **Cycle(s)** being used for Trade, Business, or professional purposes, including **Cycle** Hire or Reward, Courier or Delivery Services, or the carriage of Fare-paying passengers.
7. Liability in respect of Injury, Loss, Damage, Costs or Expenses directly or indirectly caused by or resulting from or in connection with any act of **Terrorism**.
8. Cover for Racing, Competition, or any Event involving a Massed Start unless **You** have chosen to purchase Competition Cover and this is indicated on **Your Schedule of Insurance**.
9. Liability for Bodily Injury, Loss or Damage to **Your** Employees.
10. Liability for Bodily Injury, Loss or Damage to **Your** or **Your Family**, **Your** Household or property belonging to them.
11. Any Liability for Bodily Injury, Loss or Damage arising out of the ownership, possession or use of motor vehicles, yachts, boats, motorboats, aeroplanes, hang-gliders, gliders, animals, weapons or guns of any description.
12. Liability for any circumstances, occurrence or event **not** involving the actual use of a **Cycle(s)**.
13. Any Liability, occurrence or event arising out of the use of a **Cycle(s)** outside the **Territorial Limits**.

section 3 - optional extensions of cover (con't)

3.3—Personal Accident Cover

What is covered

If **You** are using a **Cycle** and become involved in an **Accident** which, solely and independently of any other cause occasions Bodily Injury to **You** which results in either Death, **Loss of Limb**, **Loss of Sight** or **Permanent Total Disablement**, we will pay to **You** the following Benefits:-

1.	Loss of Limb	£5,000
2.	Loss of Sight	£5,000
3.	Permanent Total Disablement	£10,000
4.	Death	£10,000

The above Benefits shall be payable to **You**, **Your** Executors or Nominees, and the amount payable shall be limited to a maximum of £10,000 any one **Claim** per person.

What is not covered:

1. **Claims** in respect of any Person under the age of 16 years and over the age of 85 years.
2. Suicide, attempted suicide, or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life) or insanity or **Your** own criminal act.
3. **Claims** in respect of Trauma, Stress, Mental Anguish or any psychological or psychiatric illness.
4. **Claims** where **Your** Death, Injury or **Loss of Limbs** or Sight does not occur within 182 days of the **Accident**.
5. **Claims** where **You** cannot prove to us that the **Permanent Total Disablement** has continued for twelve months from the date of the **Accident** and that it is probable that it will continue for the remainder of **Your** life.
6. **Claims** for more than one Benefit under this Section of the **Certificate of Insurance** per person.
7. Any **Accident** not directly involving the use of a **Cycle(s)**.
8. **Accident(s)** where the **Cycle** was being used for Racing, Competition, or any Massed Start Event unless **You** have elected to purchase Competition Cover, as shown on the Policy Schedule.
9. Any **Accident** involving the use of a **Cycle(s)** outside the **Territorial Limits**.
10. Any **Accident** where the **Cycle(s)** was being used for Trade or Business purposes, including Hire or Reward, Courier Services, Deliveries, or the Carriage of Fare-paying Passengers.

section 3 - optional extensions of cover (con't)

3.4—Replacement Cycle Hire Cover

What is covered

If **Your Cycle(s)** is Stolen or Damaged whilst **You** are on Holiday within the **Territorial Limits** we will pay the reasonable cost of a Hire of an alternative **Cycle(s)** from an established reputable **Cycle Dealer** whilst **You** are waiting for **Your Cycle(s)** to be repaired or replaced providing **Your Claim** for the latter has been approved by us.

What is not covered:

1. **Cycle Hire Charges** incurred before **Your Claim** has been approved by us.
2. **Cycle Hire Charges** which have not been agreed with us.
3. **Cycle Hire Costs** which are greater than those normally charged by a reputable **Cycle Dealer**.
4. **Cycle Hire Costs** which exceed £250 in any one **period of insurance**.
5. **Cycle Hire Costs** which are in excess of the current value of the **Cycle(s)** or the repair costs of the **Cycle(s)**.
6. **Claims** where evidence of expenditure for **Cycle Hire** cannot be provided by **You**.
7. **Claims** where the costs were incurred by someone other than **You**.

endorsements which apply to the cover provided by sections 2 and 3

Endorsement 1 - terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement hereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of **terrorism** means an act, whether involving violence or the use of force or not, or the threat, conspiracy or preparation thereof, of any person or group(s) of persons whether acting alone or in concert with any organisation(s) which is designed to intimidate or actually does intimidate or influence a Government or any Member or Section of the Public, or results in the destruction of any part of the economy of the country and which by its nature, form or context is undertaken for political, social, religious, ideological causes or objectives.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be on **You**.

Endorsement 2 - Northern Ireland overriding exclusion applicable to insurances relating to property in Northern Ireland other than private dwellings

Notwithstanding anything in this Certificate or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Certificate does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note - "Unlawful association" means any organisation which is engaged in **terrorism** and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Certificate the burden of proving that such loss, destruction or damage is covered shall be upon **the Insured**.

This overriding exclusion applies to this Certificate and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

endorsements which apply to the cover provided by sections 2 and 3 (con't)

Endorsement 3 - War and civil war exclusion clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Endorsement 4 - Radioactive contamination and explosive nuclear assemblies

This Certificate does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Endorsement 5 - Water table clause

This Certificate does not cover destruction or damage attributable solely to change in the water table level.

Endorsement 6 - English jurisdiction clause

It is hereby agreed that this Insurance shall be governed by English law and that the English Courts alone shall have jurisdiction in any dispute arising hereunder, unless **You** choose another Legal Code.

Endorsement 7 - Financial services compensation scheme

The Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the Underwriter's are unable to meet their obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyds Chambers, Portsocken Street, LONDON E1 8BN) and on their website (www.fscs.org.uk).

section 4 - legal expenses insurance

This is Insured by DAS Legal Expenses Insurance Company Limited ('DAS') and all **Claims** under this Section of the **Certificate of Insurance** will be dealt with by DAS or by a Solicitor appointed by them. To obtain the Benefit of Cover **You** must comply in full with the Terms and Conditions set out below, and **You** must follow the instructions given if **You** wish to make a **Claim** under this Section of the **Certificate of Insurance**. If **You** are dissatisfied with the Service provided by DAS **You** have a right to complain, but **You** must follow the Complaints Procedure detailed below and not the Complaints Procedure shown in Section 8 of this **Certificate of Insurance**.

Cyclesure Cycle Insurance Scheme

Legal Protection—Important Information

This is **Your Cyclesure** Legal Expenses Insurance Cover. It includes everything **You** need to know about **Your** Cover. **we** suggest **You** keep this document in a safe place as **You** will need to refer to it in the event of an **accident**. This Cover is designed to help **You** if the **accident** was not **Your** fault and:

- **You have suffered an injury; or**
- **You have incurred uninsured losses; or**
- **You are seeking compensation for damage to Your belongings.**

Act quickly after an accident and call our Claims Unit on

0800 587 6731

Welcome to Cyclesure legal protection

As an **Cyclesure** Insured, **You** are now protected by Europe's leading legal expenses insurer. If **You** are involved in a cycling **accident** or need legal advice, **we** are here to help **You** 24 hours a day, 365 days a year.

To make sure that **You** get the most from **Your Cyclesure** Legal Expenses Cover, please take time to read the Cover which explains the contract between **You** and us. If **You** have any questions or would like more information, please contact **Your** insurance adviser.

It will help You if You keep the following points in mind:

After a cycling accident

If **You** are involved in an **accident**, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the **accident**.

How we help You if You have uninsured losses

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 Cycle(s)**, **Your Cycle** Insurance Cover excess, compensation following injury or other out-of-pocket expenses.

we normally recover **Your** uninsured losses through **our** Claims Centre but sometimes **we** use appointed solicitors. **Claims** outside the UK may be dealt with by DAS offices elsewhere in Europe.

section 4 - legal expenses insurance (con't)

Your claim:

Telephone us on 0800 587 6731 as soon as possible after Your accident to speak with one of our dedicated Customer Claims handlers.

If You need any other help from us

You can phone us at any time on 0117 934 0552 if You wish to use the Legal Advice helpline service.

When we cannot help

we will not be able to help You if we think there is little chance of recovering Your uninsured losses.

Please do not ask for help from a solicitor before we have agreed. If You do, we will not pay the costs involved.

Problems

we will always try to give You a quality service. If You think we have let You down, please write to our Customer Relations Department at our Head Office address shown below. Alternatively You can phone us on 0117 934 0066 or email us at customerrelations@das.co.uk. Details of our internal complaint handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, BRISTOL BS1 6NH.

Registered in England & Wales, company number 103274.

DAS has its website at www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

If You are still not happy, You can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR. They can also be contacted by phone on 0845 080 1800. Their website is at www.financial-ombudsman.org.uk.

Using these services does not affect Your right to take legal action.

section 4 - legal expenses insurance (con't)

This is your Cyclesure legal protection cover

Your Cover only covers **You** if **You** have paid **Your Premium**. **We** agree to provide the insurance in this Cover, keeping to the terms, conditions and exclusions as long as:

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

The meaning of words in this section

We, us, our	DAS Legal Expenses Insurance Company Limited.
You, Your	The person who has taken out this Cover.
insured person	You , and any passenger who is on the Insured Cycle with Your permission. Anyone claiming under this policy must have Your agreement to Claim .
Insured bicycle	The Cycle specified in the Schedule of Insurance issued with this Certificate of Insurance .
appointed lawyer	The lawyer, or other suitably qualified person, who has been appointed to act for an insured person under Condition 2 of this Cover.
Legal costs	All reasonable and necessary costs charged by the appointed lawyer on a standard basis. 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.
Territorial limits	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).
Period of insurance	The period for which we have agreed to cover You and for which You have paid the Premium .
insured incident	An event which: <ul style="list-style-type: none">- causes damage to the Insured Cycle or to personal property on it; or- injures or kills an insured person while he or she is on the Insured Cycle.

section 4 - legal expenses insurance (con't)

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 lawyer** is used, **we** will pay the legal costs 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 Any **claim** reported to us more than 180 days after the date an **insured person** should have known about **the insured incident**.
- 2 Any legal costs that are incurred before **we** agree to pay them.
- 3 Any **claim** relating to a contract involving **the Insured Cycle(s)**
- 4 Any disagreement with us that is not in Condition 7.
- 5 Any legal action that an **insured person** takes which **we** or the **appointed lawyer** have not agreed to, or where an **insured person** does anything that hinders us or the **appointed lawyer**.
- 6 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.
- 7 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 interest.

section 4 - legal expenses insurance (con't)

Conditions

1. An insured person must:	(a)	keep to the terms and conditions of this Cover;	
	(b)	try to prevent anything happening that may cause a Claim ;	
	(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 details of any Claim as soon as possible and give us any information we need.	
2. Claims/Legal Proceedings	(a)	we can take over and conduct, in the name of an insured person , any Claim or legal proceedings at any time before an appointed lawyer is appointed. we can negotiate any Claim on behalf of an insured person .	
	(b)	If we agree to start legal proceedings, or if there is a conflict of interest, an insured person can choose an appointed lawyer by sending us the lawyer's name and address. we may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of appointed lawyer , another lawyer can be appointed to decide the matter (see Condition 7).	
	(c)	Before an insured person chooses a lawyer, we can appoint an appointed lawyer .	
	(d)	An appointed lawyer will be appointed by us and represent an insured person according to our standard terms of appointment. The appointed lawyer must co-operate fully with us at all times.	
	(e)	we will have direct contact with the appointed lawyer .	
	(f)	An insured person must co-operate fully with us and with the appointed lawyer and must keep us up to date with the progress of the Claim .	
	(g)	An insured person must give the appointed lawyer any instructions that we ask for.	
	(h)	If an appointed lawyer refuses to continue acting for an insured person with good reason or if an insured person dismisses an appointed lawyer without good reason, the cover we provide will end at once, unless we agree to appoint another appointed lawyer .	
	(i)	If an insured person stops a Claim without our agreement, or does not give suitable instructions to an appointed lawyer , the cover we provide will end at once.	
	(j)	If an insured person stops a Claim without our agreement, or does not give suitable instructions to an appointed lawyer , the cover we provide will end at once.	
	(k)	If we and an insured person disagree about the choice of appointed lawyer , or about the handling of a Claim , we and the insured person can choose another lawyer to decide the matter. we must both agree to the choice of this person in writing. If we cannot agree with the insured person about the choice of the second lawyer, we will ask the president of a national association relevant to the arbitration to choose a lawyer. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.	
	3. Claim Settlement /Legal Costs	(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 legal costs.
(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 he or she is claiming instead of starting or continuing legal proceedings.	

section 4 - legal expenses insurance (con't)

4. Recovery of Legal Costs	(a)	An insured person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.
	(b)	An insured person must tell the appointed representative to have legal costs taxed, assessed or audited.
5. Cancellation	(a)	we can cancel this Section of the Certificate of Insurance at any time as long as we tell You at least 21 days beforehand. You can cancel this Section of this Certificate of Insurance without notice within 14 days of taking it out. After this You can cancel this Section of the Certificate of Insurance at any time as long as You tell the person who sells You this insurance at least 21 days beforehand.
	(b)	we will not pay any Claim covered under any other Cover, or any Claim that would have been covered by any other Cover if this Cover did not exist.

This Policy will be Governed by English Law.

Helpline services

we provide these services 24 hours a day, seven days a week during the **period of insurance**. All Helplines apply to the United Kingdom unless otherwise stated. To help us check and improve **our** service standards, **we** record all calls.

When phoning, please tell us **Your** policy number or the name of the scheme **You** are in. **Please do not phone us to report a general insurance Claim.**

Eurolaw Personal Legal and Tax Advice Service

we will give an **insured person** 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, or UK personal tax problem.

To obtain assistance from the helpline services listed above phone 0117 934 0552.

Counselling

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

To contact the Counselling Helpline, phone 0117 934 2121.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

Joint Certificate of Insurance

This is a Joint **Certificate of Insurance** wherein Cover is provided by separate Underwriters as follows:-

Sections 2 and 3 Novae Underwriting, Syndicate 2007 at Lloyd's

Section 4 DAS Legal Expenses Insurance Company Ltd

The Liability of each of the above Insurers for their respective Sections of this **Certificate of Insurance** is not Joint or Several Liability but Individual and Separate Liability. This means that each Underwriter accepts responsibility for the Sections of the **Certificate of Insurance** for which they have agreed to provide Cover and should either of the Underwriters fail to meet their Liabilities hereunder there is no requirement or contractual liability on the part of the other Underwriter to stand in its place and to provide Cover or to deal with **Claims** under the Section(s) of the **Certificate of Insurance** to which they have not legally or contractually committed themselves.

section 5 - conditions which apply to the whole of the Certificate of Insurance (except for section 4)

For The Cover which You have purchased to be fully effective and for any Claim You may need to make to be successful You must be able to demonstrate that You have complied fully with the following Conditions.

5.1 Your Duty of Care

At all times **You** must take all reasonable steps to protect **the Insured Cycle** and to prevent **accidents**, injury, loss or damage and to maintain the **Cycle** in good repair. Breach of this reasonable Duty of Care may invalidate the **Contract of Insurance** or may prejudice a **Claim** which **You** wish to make.

5.2 Subrogation Rights

In certain circumstances Underwriters have the right to pursue, in **Your** name, a Third Party who is deemed to be responsible for the loss, damage, death, injury or **Permanent Total Disablement** and **You** are required to permit the Underwriters, at their own expense to exercise this right for the purposes of making a recovery, and **You** will take no action or make any agreement with any party whatsoever which has the result of limiting, hindering or completely negating the Right of Subrogation.

5.3 Change of Circumstances

You must inform Underwriters in writing of any Change in **Your** Circumstances which materially affects the Risk.

5.4 Cancellation and Return of Premium

we have the right to Cancel **Your Certificate of Insurance** by sending to **You** 7 days Notice in writing by a Recorded Delivery Letter to **Your** last known address. If this happens **You** will receive a full pro rata return of **Premium**.

You have the right to Cancel the **Certificate of Insurance** within 14 days of receipt of the document if, for any reason, **You** feel that the Cover provided does not fully meet **Your** Demands and Needs. If **You** do this **we** will return the **Premium** **You** have paid to **You**, in full, less **our** Administration Fee. If **You** do not Cancel the **Certificate of Insurance** within 14 days Cover will continue through to the Expiry Date shown on the Schedule. If **You** Cancel the Certificate for any reason whatsoever after the 14 day cooling-off period **You** will not be entitled to any Return of **Premium**, unless this is in respect of a change of Insured **Cycle** where the value of the new **Cycle** is lower than the one it replaces thus resulting in a lower **Premium**.

5.5 Fraudulent Claims

If it is considered that a **Claim** made by **You** is Fraudulent in any respect the **Certificate of Insurance** will be deemed to be void from the date of the Fraud and as a result no **Claim** under the **Contract of Insurance** can be made. In such circumstances **You** will not be entitled to any Return of **Premium**.

5.6 Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to the **Contract of Insurance** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not in any way affect any right or remedy which a Third Party may have or which is available apart from that Act.

section 5 - conditions which apply to the whole of the Certificate of Insurance (except for section 4) (con't)

5.7 Notification of a Claim

You must follow the instructions set out in Section 7—**What to do if You need to Make a Claim**. Time is of the essence in such matters, and the sooner **You** notify Us and the Police or any other appropriate authority and return to us all the necessary information and documentation that **we** will request from **You** in order for us to deal with **Your Claim**, the sooner settlement will be made.

5.8 Data Sharing with Police or Other Authorities

Your acceptance of this **Contract of Insurance** indicates **Your** tacit agreement that **we** may share information about **Your Claim** with the Police or other relevant Authorities, to assist in the validation of **Your Claim**. **You** agree that **we** may also share **claims** and underwriting experience information with other Insurers and other parties as part of a normal process during the investigation of **Your claim** and the making of any relevant enquiries relating thereto.

5.9 Duty of Disclosure of All Material Facts

You have a legal duty to disclose to us any **Material Facts** or information which would influence the judgement of the Underwriters in accepting **Your** Proposal for Insurance. This includes, in particular, but is not limited to:

- (i) Previous **Claims** made by **You** under any existing or previous Insurance Policy whether relating to **Cycle** Insurance or not.
- (ii) Convictions for fraud, theft or dishonesty, or whether there are any prosecutions impending.
- (iii) Special terms or conditions imposed on **You** for any type of Insurance, or where Insurers have declined to accept any proposal for Insurance offered by **You**.

5.10 Underwriters Rights After a Claim has been Paid

Underwriters will be entitled to retain any Salvage if they wish, but no **Cycle(s)** may be abandoned to the Underwriters. **You** will have the right to repay any monies paid to **You** in settlement of **Your Claim** and to recover possession of the **Insured Cycle(s)**. Alternatively **You** may make an offer for the Salvage, but Underwriters have no duty to accept such an offer, and may dispose of the Salvage in any way they see fit.

5.11 Other Policies or Insurance Cover

In the event of a **Claim** which is covered by this **Certificate of Insurance** it is discovered that **You** have any other Insurance Policy which covers the subject matter of the **Claim** the Underwriters will only pay a proportionate share of the cost of the **Claim**. This **Certificate of Insurance** is not to be regarded as more specific in comparison with any other Policy of Insurance which **You** may have and both Policies shall be deemed to apply equally to the **Claim**. If Underwriters decide to pay the **Claim** in full but to seek a recovery from the other Insurers **You** have a duty to co-operate with that and to provide the Underwriters with all information and documentation necessary for them to make such a recovery successful. If **You** are not prepared to co-operate with this, **we** have the right to withhold all payment for the **Claim**.

5.12 Under-Insurance

If **You** do not Insure for the full value of **Your Cycle(s)**, whether deliberately or inadvertently, **You** may be penalised in the event of a **Claim** because the amount paid in settlement thereof will be reduced proportionately before the deduction of any Excess.

section 6 - general exclusions which apply to the whole of this Certificate of Insurance

This Certificate of Insurance does not Cover any Accidental Damage or Theft or any Costs and Expenses in connection therewith or any Consequential Loss or any Legal Liability directly or indirectly caused by or related to or contributed to, or arising from or in consequence of:--

- 6.1 Loss or destruction of or damage to any Property or any direct or indirect Consequential Loss or Legal Liability directly or indirectly caused by or contributed to or arising from:-
- (a) Ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components of such assembly.
 - (b) War, invasion, active foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - (c) Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - (d) Suicide or any attempt to commit suicide, deliberate self-harming or self-inflicted injury, alcohol, drug or solvent abuse or being under the influence of these.
 - (e) Terrorist acts or attempts thereat.
 - (f) Deliberate act or intention on **Your** part which results in loss, damage, **accident** or injury.
 - (g) Consequential Losses of any kind.
 - (h) Breach of the Duty of Care owed by **You** to us for **You** to take all reasonable precautions to keep the **Cycle(s)** which are insured hereunder safe and not unduly exposed to the Risk of Loss or Damage.
- 6.2 Any loss, damage, **accident** or injury suffered by **You** or any person named in the Schedule engaging in any illegal or criminal act including fraud or obtaining property or money by deception, or any act of dishonesty whatsoever committed by **You** or any other person colluding with **You** or acting on **Your** behalf or instructions.
- 6.3 Any **Cycle(s)** which is not specified on the **Schedule of Insurance** or any Endorsement to the Schedule issued by us as property insured hereunder.
- 6.4 Any **Cycle(s)** where **You** have been unable to provide us with irrefutable Evidence of Ownership of the **Cycle(s)**.
- 6.5 Any Amount or Value in Excess of the Sum Insured on the **Cycle(s)** shown on the **Schedule of Insurance**
- 6.6 A **Claim** for a **Cycle(s)** which is used by **You** for Trade, Business or Professional purposes of any kind whatsoever, or the carriage of Fare-paying Passengers even if the **Cycle(s)** was not being used for such purposes at the time of the Loss.
- 6.7 Deliberate or intentional act on **Your** part, or with **Your** knowledge, or by someone acting on **Your** behalf or in concert with **You**.
- 6.8 Delay, confiscation, nationalisation or detention by Government, Public Authority, Police, Customs or any other lawful authority.
- 6.9 Any **Claim** where **You** have declared the use of an **Approved Lock** but have been unable to demonstrate that an **Approved Lock** was used by **You**.

section 7 - what to do if you need to make a claim

If **You** should need to make a **Claim** under this 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.

7.1 Report to Police

In the event of the Theft or Malicious Damage to the **Insured 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.

7.2 Claim Form

You must **immediately** request a **Claim** Form and any Instructions relating to the **Claim** from the Loss Adjusters who have been appointed to handle all of the **Claims** for the **Cyclesure** Cycle Insurance Scheme:-

Merlin Claims Management Unit
3rd Floor
9 Portland Street
Manchester
M1 3BE

Contact Details

Tel. No: 0161 835 6933
Fax No: 0161 834 9504
Email address: cmu@merlinclaims.com

7.3 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 Adjuster 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 7.1, 7.2 and 7.3 above, we will have the right to decline to deal with Your Claim.

7.4 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 all Cover Terms and Conditions, especially those relating to Security as detailed in Section 2, and that the cause of the loss, damage, theft, **accident**, injury or death which is the subject of the **Claim** is not excluded by Sections 2, 3, 4 or 6 of the **Certificate of Insurance**.

section 7 - what to do if you need to make a claim (con't)

7.5 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 or 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.

7.6 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**.

7.7 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 to **You**.

However, our right to the Salvage does not mean or imply that **You** are entitled to abandon any **Cycle(s)** to us.

7.8 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, circumstances 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 - what to do if you wish to complain

The Complaints Procedure below is in respect of Sections 2 and 3 only. The DAS Expenses Insurance Company Limited 'Complaints Procedure' is detailed separately in Section 4.

we very much hope that the level of Service we provide is such that this will never be necessary, but if it should happen that You become dissatisfied with the way You have been dealt with by us in either purchasing this Certificate of Insurance, obtaining its Renewal, or in making a Claim, then You have the Right to Complain to the following:-

8.1 The Managing Director

Butterworth Insurance Services (Godalming) Ltd, 180 Garston Old Road, LIVERPOOL L19 1QL.

If the issue remains unresolved please write to:-

8.2 The Chief Executive

Novae Syndicate 2007 @ Lloyd's, Novae Group Plc, 71 Fenchurch Street, LONDON EC3M 4HH

If You are still unhappy with the outcome, You can address Your complaint to:-

8.3 The Lloyd's Complaints and Advisory Bureau

Lloyd's of London, One Lime Street, LONDON EC3M 7HA.

In the final analysis if You continue to remain dissatisfied, You have the right to refer Your Complaint to:-

8.4 The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR.

The above Complaints Procedure does not apply to Section 4—Legal Expenses Insurance for which there is a separate Complaints Procedure as detailed in the wording of that Section.

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 Cycle Insurance 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.

Of course the referring of Your Complaint to any of the above does not in any way affect Your Right to seek redress by issuing Legal Proceedings. You should also be aware that before dealing with Your Complaint the Financial Ombudsman Service will wish to be satisfied that the Complaint Procedures 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 9 - who we are



Is the brand name of the Scheme which is arranged by Butterworth Insurance Services (Godalming) Ltd. 180 Garston Old Road, LIVERPOOL, L19 1QL, who are the Insurance Brokers and Managers of the **Cyclesure** Cycle Insurance Scheme. Butterworth Insurance Services (Godalming) Ltd are acknowledged experts in the field of **Cycle** Insurance, having represented and managed Cycle Schemes for several of the leading **Cycle** Organisations and Trade Bodies for more than 25 years.

The Company is Registered in England and the Registration Number is 1593973.

The Company is Authorised and Regulated by the Financial Services Authority.

Contact Details:-

Telephone: 0151 427 9529
Fax: 0151 494 4433
Email: info@butterworthinsurance.co.uk
Website: www.butterworthinsurance.co.uk

Novae Lloyd's Syndicate 2007, are the Underwriters of Sections 2 and 3 only of the **Cyclesure** Cycle Scheme.

Address: 71 Fenchurch Street, LONDON EC3M 4HH.

The Company is Registered in England and the Registration Number is 05673306.

The Company is Authorised and Regulated by the Financial Services Authority.

DAS Legal Expenses Insurance Company Ltd, are the Underwriters of Section 4 only of the **Cyclesure** Cycle Scheme.

Address: DAS 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.