

**CYCLER™**



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## Helpful Information: Summary of Cover

This table summarises the cover provided by this policy. Please refer to the sections of cover within this document and **your policy schedule** for full details.

Benefit	Limit of Cover	Excess	
Section 1   Your Cycle  A. Damage or Theft B. Cycle Hire	As shown on <b>your policy schedule</b>	Insured Value	Excess
		£0 to £1,499	£50
		£1,500 to £2,999	£100
		£3,000 to £4,999	£150
		£5,000 or above	£200
Section 2   Personal Accident	£15,000	Not applicable	
Section 3   Public Liability	£1,000,000	Not applicable	
Section 4   Cycle Breakdown	£250	Not applicable	
Section 5   Your Accessories OPTIONAL COVER	As shown on <b>your policy schedule</b>	Not applicable	
Section 6   Competition Use & Race Fees	£500	Not applicable	



## Important Contact Details

Please ensure that **you** contact **us** before **you** agree to or incur any charges, details of how to do this are shown below.

How can we help?	Who to Call	Contact Details
To make any queries regarding your policy or if you need to tell us of any changes to your circumstances:	Cycler	<b>Tel:</b> 01206 688097 <b>Email:</b> <a href="mailto:hello@cycler.co.uk">hello@cycler.co.uk</a> <b>Web:</b> <a href="https://cycler.co.uk/customer-area/login">cycler.co.uk/customer-area/login</a>
To make a claim for: Section 1   Your Cycle Section 3   Public Liability claims occurring in Europe Section 4   Cycle Breakdown Section 5   Your Accessories Section 6   Competition Use & Race Fees	Cycler	<b>Web:</b> <a href="https://cycler.co.uk/customer-area/login">cycler.co.uk/customer-area/login</a> <b>Tel:</b> 01206 688097 <b>Email:</b> <a href="mailto:hello@cycler.co.uk">hello@cycler.co.uk</a>
To make a claim for: Section 2   Personal Accident Section 3   Public Liability claims occurring in the UK	Kennedys Solicitors LLP	<b>Tel:</b> 0333 400 9025 <b>Email:</b> <a href="mailto:bspoke@kennedyslaw.com">bspoke@kennedyslaw.com</a> <b>Post:</b> 6 Queen Street, Leeds, LS1 2TW
To make a complaint:	See the 'How to Make a Complaint' section on page 17	
To cancel your policy:	Cycler	<b>Tel:</b> 01206 688097 <b>Email:</b> <a href="mailto:hello@cycler.co.uk">hello@cycler.co.uk</a> <b>Web:</b> <a href="https://cycler.co.uk/customer-area/login">cycler.co.uk/customer-area/login</a>

Calls to 03 numbers are charged at local rates.



# How to Make A Claim

If **you** need to make a claim, please let **us** know as soon as possible by contacting **us** in one of the following ways:

**For claims under the following sections;**

Section 1 | Your Cycle  
Section 3 | Public Liability claims occurring in Europe  
Section 4 | Cycle Breakdown  
Section 5 | Your Accessories  
Section 6 | Competition use & Race Fees

**Contact us on:**

**Web:** [cyclr.co.uk/customer-area/login](https://cyclr.co.uk/customer-area/login)  
**Tel:** 01206 688097  
**Email:** [hello@cyclr.co.uk](mailto:hello@cyclr.co.uk)

**Write to us at:** Unit 8 Caxton Road,  
Preston, PR2 9NZ

**For claims under the following sections;**

Section 2 | Personal Accident  
Section 3 | Public Liability claims occurring in the UK

**Call us on:** 0333 400 9025  
**Email us at:** [bspoke@kennedyslaw.com](mailto:bspoke@kennedyslaw.com)  
**Write to us at:** 6 Queen Street, Leeds LS1 2TW

In all correspondence please tell **us** **you** are insured by Cyclr and provide the reference number **20263** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your cycle** and **cycle** equipment from further damage.

If **you** receive any correspondence from any person claiming injury or damage against **you** or **your family** (if this optional cover has been purchased), **you** should not respond. Please forward all correspondence to **us** without delay. **We** reserve the right to deal with the defence or settlement of **your** claim in **your** name.

**You** will be required to produce proof of ownership of **your cycle** and **cycle** equipment in the event of a claim. Where possible **you** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for **us** to inspect.

Sometimes **we** will need to ask a loss adjuster to help **us** deal with **your** claim. If so, **we** will tell **you** and arrange for the loss adjuster to visit **you**. The loss adjuster's role is to assess the claim, confirm what action **you** need to take and recommend to **us** how to deal with the claim.

**IMPORTANT | PLEASE ENSURE THAT YOU REPORT ANY THEFT TO THE POLICE AS SOON AS POSSIBLE.**  
**We** may reject any claim for theft which is not reported to the police and a crime reference number obtained.



## Important Information

Please take time to read your policy documents in full to make sure you understand the cover provided.

**Within 14 days of policy inception, you are required to upload original pictures of the bicycle/ e-bike(s) and Sold Secure Gold or Diamond Lock to your Cyclor customer area.**

**The pictures must be taken and uploaded within 14 days of policy inception and prior to any registered claim.**

**Cover will only be provided for items that we've received a picture for which clearly show the make, model and condition of the items being insured.**

**We ask for these pictures to help us prevent insurance fraud and keep our prices low for customers.**

**In the event of a claim(s) you may be required to send us the proof of purchase/ownership for the bicycle or e-bike(s) on cover, as well as any accessories and Sold Secure Gold or Diamond Lock.**

**If you are unable to upload the photo(s) within 14 days of inception, please contact us either by Webchat, E-mail or via our Telephone support line to discuss how to progress with the policy.**

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

**Your** policy is valid from and until the dates specified on **your policy schedule**.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides.

### Information you have provided

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy. **You** must notify **Cyclor** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **Cyclor** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim or **you** may be charged an additional premium. **We** may not pay any claim in full or **your** policy could be invalid.

## Security Requirements

For **your cycle** claim to be covered under Section 1 | **Your Cycle**, **you** must keep to the **security requirements** detailed below;

### When the cycle is at the home

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

- a) under **your** personal supervision; or
- b) kept inside **your home** and any security devices such as locks and alarms are in operation; or
- c) stored within a private garage, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** and:
  - all external doors are secured by either:
    - a minimum of a 5 lever mortice deadlock to BS3621 standard,
    - a 5 lever padlock,
    - an **approved lock**,
    - a Sold Secure lock meeting the appropriate Gold or Diamond standard category for Domestic Buildings; or
  - the **cycle** is secured through the frame by an **approved lock** to an **immovable object** within the building; or
- d) secured through the frame by an **approved lock** to an **immovable object** within the building when the cycle is in a communal hallway or communal outbuilding.

### When the cycle is away from the home

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

- a) under **your** personal supervision; or
- b) secured to an **immovable object** by an **approved lock** through the frame and any theft of the **cycle** is a direct result of the **use of force and violence**;



If the **cycle** is **unattended** within the boundaries of a train station, bus station, coach station or **your** permanent place of employment, this must be for no more than 24 hours and also subject to conditions (a) and (b) above.

### When the cycle is in or on a vehicle

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

- a) All doors, windows and other openings are left closed, securely locked and properly fastened; and
- b) The theft of the **cycle** is a direct result of the **use of force and violence**; and
- c) Any security devices installed in the vehicle and **cycle** rack are in operation; and
- d) The **cycle** is stored out of sight or is secured through the frame by an **approved lock** to the roof or cycle rack attached to the vehicle and;
- e) The vehicle has:
  - valid motor insurance; and
  - a valid MOT certificate where applicable; and
  - current road tax where applicable; and
  - all windows must be capable of being securely fastened and locks must be capable of rendering the vehicle secure.

If the **cycle** is left in the vehicle between the hours of 9pm and 6am the **cycle** must be covered up so that it is not visible and not identifiable as a **cycle** to persons outside of the vehicle. **Cycles** which are locked on to the exterior of the vehicle (e.g. by roof or rear cycle rack) must be removed between the hours of 9pm and 6am and either placed inside the vehicle or kept securely in accordance with the policy terms and conditions.

### Approved Lock Reminder

Our minimum required lock standards are detailed here with a 'tick', for clarity, these are Sold Secure Gold and Diamond. Please ensure you have the right standard:



## How We Settle Your Claim

**We** will pay up to the **insured value** unless limited below or in **your** schedule

At **our** option **we** will repair, replace or pay for any damaged item on the following basis:

1. For current cycles and **accessories**, other than clothing and headgear, the cost of repair or replacement as new.
2. For discontinued cycles and **accessories**, other than clothing and headgear, the cost of repair or replacement with an item of a similar type or equivalent specification.
3. For vintage or antique cycles and **accessories**, other than clothing and headgear, which are of particular value due to their age, style or collectability, the cost of repair or the value shown in any valuation **you** provide to **us**, provided that such valuation:
  - a. is less than three years old; and
  - b. has been provided by a vintage cycle retailer or other suitably qualified valuer.
  - c. If no valuation is available, then the standard depreciation scale will apply.

If the **cycle** was more than 3 years old or was not new at the time of purchase, then **we** will make a deduction for **depreciation**.

Any claim, where the settlement is for repair or replacement of the **cycle**, will only take place within the **United Kingdom**.

### Total loss claims/automatic reinstatement

The **insured value** applies to each incident of loss. After **we** settle **your** claim following a total loss, **your insured value** will be automatically restored to the full amount and **your** policy will continue, provided **you** carry out **our** recommendations to prevent further loss or damage.

If **your** claim is for a total loss and the **cycle** is replaced, **you** must contact Cycler to tell them about the new **cycle** within 14 days.

**We** will, at **our** option, specify a supplier of **our** choice for the repair or replacement of the **cycle** or settle the claim to the **insured value** of the **cycle** after any deduction for depreciation, by means of store credit, gift cards, vouchers or a cash payment.



## Changes that may affect your cover

**You** must tell **Cycler** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed **your** policy, for example:

- If **you** change **your cycle**
- Any change in **your cycle storage address**

This is not an exhaustive list and any changes **you** tell **Cycler** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **Cycler**.

## Accessibility | Alternative Formats

This policy and the Insurance Product Information Document (IPID) are also available in large print, audio and braille. If **you** require any of these formats, please contact **Cycler**.

## Your Insurer

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Next Generation Insurance, trading as Cycler is authorised and regulated by the Financial Conduct Authority, FCA registration 834883 as an appointed representative of Innovative Risk Ltd. Innovative Risk Ltd is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155. You can check this by visiting the Financial Services Register or by contacting the FCA on 0800 111 6768

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## Your Right to Cancel

**You** have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided **and an administration fee**, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments, **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

## Cancellation by Us

**We** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation e-mail will be sent to **you** at **your** last known e-mail address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided **and an administration fee**, unless the reason for cancellation relates to fraud, which is detailed on page 19.





## Policy Limits

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your policy schedule**.

## Policy Excess

**You** will have to pay any **excess** shown on **your policy schedule**. **We** will only deduct one **excess** for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

## Definition of Words

The words or expressions detailed below have the following meaning wherever they appear in **bold type**.

**Accessories:** equipment fixed to the **cycle** in addition to the manufacturers' original specification, articles of specialist cycling clothing including protective headgear, cycle luggage, cycle tools, cycle locks and cycle lights, GPS units, cycling computers and heart rate monitors. Mobile phones are excluded.

**Administrator:** Next Generation Ins Group Ltd,  
The Cornard, Systematic Business Park, Old Ipswich  
Road, Ardleigh, Colchester, CO7 7QL.  
Telephone: 01206 688097,  
Email: [hello@cycler.co.uk](mailto:hello@cycler.co.uk)  
Website: [www.cycler.co.uk](http://www.cycler.co.uk)  
FCA registration 834883

**Accidental Damage:** sudden and unintentional physical damage which happens unexpectedly and impairs the function of the cycle.

**Approved Lock:** A Sold Secure lock meeting the appropriate gold or diamond standard category for cycles.  
For more information please visit Sold Secure at [www.soldsecure.com](http://www.soldsecure.com)

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

**Competition:** Any event which participants are ranked by time and/or placing or for which any prize or competitive score is awarded.

**Cycle:** any bicycle, adult tricycle or tandem, including component parts and permanently fixed upgrades that are critical to its operation (but not including **accessories**), owned by **you** and specified in **your policy schedule**.

This includes electric bicycles as long as:

- Electric assistance is only provided to a maximum of 25 km/h (15.5 mph)
- The e-bike's pedals are in motion for motor assistance to be provided
- It is not subject to the requirements of the Road Traffic Act
- The rider must be 14 years of age or over

**Depreciation:** The value that we calculate for **your** insured **cycle** and or **accessories** before any loss has occurred. **Our** valuation will be based on the following **depreciation** scale:

More than 1 year old = 17.5% off the recommended retail price (RRP) when new

More than 2 years old = 27.5% off the RRP when new  
Subsequent years = an additional 4% off the RRP when new, for each additional year.

**Europe:** Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

**Excess:** the amount that **you** are responsible for and which will be deducted, or payable by **you**, in the event of a claim. The **excess you** will pay is shown on **your policy schedule**. **We** will only deduct one **excess** for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**

**Family:** **your** parents, spouse, domestic partner, son, daughter, including adopted and fostered children, who permanently reside with **you** at the **home**.

**Home:** the location where the **cycle** is usually kept as stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. This also includes any temporary residence Worldwide, for example a



holiday cottage or hotel, for up to 31 days in any one trip and a total of 90 days during any 12-month period.

**Immovable Object:** any solid object fixed in or on to concrete, stone, brick or similar, which is not capable of being undone, removed with, or lifted under/over the **cycle**;

- a bicycle rack, which must be securely attached to a motor vehicle in accordance with the manufacturer's instructions;
- a designated bicycle rack located at a train station, bus station, coach station or **your** permanent place of employment, designed and constructed expressly for the purpose of securing a bicycle and which is operated by **you** in accordance with the instructions and / or guidance provided.

**Insured Value:** the amount set out on **your policy schedule** which is the most **we** will pay for **your cycle**.

**Malicious Damage:** physical damage intentionally caused by a third party.

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

**Policy Schedule:** the document issued by **Cyclor** which confirms **your** personal information, levels of cover, details of the **cycle**, commencement date and end date of **your** policy.

**Security Requirements:** for **your cycle** claim to be covered under Section 1 **Accidental Damage** or **Malicious Damage** or Theft, **you** must keep to the **security requirements** detailed on page 6.

**Unattended:** not being used or held by **you**.

**United Kingdom:** England, Scotland, Wales, Isle of Man and Northern Ireland.

**Use of Force and Violence:** visible damage which is consistent with the claimed circumstances caused to an **approved lock** or **immovable object**; and/or to the fabric of the building or vehicle at the point of entry.

**We/Us/Our:** Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited

**You/Your:** the person named on the **policy schedule** who is a permanent resident in the **United Kingdom**, or any **family** member using the **cycle** with **your** consent.



# Your Policy Cover:

## Section 1 | Your Cycle

### What is covered:

#### A. Accidental Damage, Malicious Damage or Theft

We will pay for repair or replacement, up to the **insured value** stated in **your policy schedule**, of the **cycle**, that has been stolen or sustained **accidental damage** or **malicious damage**.

#### B. Cycle Hire

We will pay up to £25 per day, up to a maximum of 10 days during any one 12 month period towards the hire of an alternative cycle from a registered cycle hire business or cycle retailer, whilst **you** are awaiting repair or replacement of **your cycle** when it is the subject of an approved claim with **us**.

### What is not covered:

- a) The amount of the **excess** shown in **your policy schedule**.
- b) **Accidental damage** or **malicious damage** or theft where the **cycle** has not been kept in accordance with the **security requirements**.
- c) **Accidental damage** or **malicious damage** or theft:
  - i) of the **cycle** and/or **accessories** unless **you** can prove ownership.
  - ii) of the **cycle** whilst being used for **competition**, including racing, unless Competition Use & Race Fees cover is shown on **your policy schedule**
  - iii) to any faired recumbent **cycle**.
- d) Damage to tyres unless accompanied by **accidental damage** to the **cycle**.
- e) Theft of tyres unless accompanied by theft of the **cycle**.
- f) Any unexplained loss, theft or disappearance of **your cycle**.
- g) Loss or damage caused by wear and tear, wet or dry rot, rust, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
- h) Scratching, denting or any cosmetic change which does not impair the function of the **cycle**.
- i) Claims where the **cycle** has suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
- j) Theft by a person to whom the **cycle** was entrusted.
- k) Any damage or theft of the **cycle** in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
- l) Where the costs of hire are greater than the quoted charge through a recognised hire supplier.
- m) Where proof of expenditure cannot be provided from a registered cycle hire business.
- n) Where costs are incurred by anyone other than **you**.



## Section 2 | Personal Accident

### What is covered:

If **you** are involved in an accident while using the **cycle** which, solely and independently of any other cause, leads to **bodily injury** or results in death, loss of limb, loss of sight or permanent total disablement, **we** will pay the following amounts under this section.

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

Loss of Limb	£5,000
Loss of Sight	£5,000
Permanent Total Disablement	£10,000
Death	£15,000
Emergency Dental Treatment	£750

### What is not covered:

- a) Where **you** are aged under 16 or over 85.
- b) Any accident which occurs outside of **Europe**.
- c) Any accident whilst using the **cycle** for professional use or for **your** occupation use except commuting to and from work, or incidental use of the **cycle** in the course of **your** work.
- d) Any benefit when **your** death, injury or loss does not occur within 180 days of the accident; or personal liability of any nature, directly or indirectly caused by or contributed to.
- e) Any benefit where **you** cannot prove to **us** that the permanent total disablement which has continued for at least 12 calendar months entirely prevents **you** from attending to any business or occupation of any kind and at the end of that period being beyond the hope of improvement.
- f) Any pre-existing condition.
- g) Emergency dental treatment that is purely cosmetic or for aesthetic purposes, for example:
  - i. any treatment **you** elect to have, such as crowns, bridges, inlays and onlays, which are not clinically necessary;
  - ii. replacement of silver-coloured fillings with white fillings;
  - iii. tooth whitening, including bleaching and laser whitening, veneers or orthodontic treatment.
- h) Any emergency dental treatment which occurs seven days after a cycling accident.



## Section 3 | Public Liability

### What is covered:

Each single incident, occurring during the **period of insurance**, which **you** become legally liable for, through **your** use or ownership of **your cycle**, in respect of;

- i. accidental **bodily injury** or death to any person, or
- ii. **accidental damage** to third party property (property belonging to someone other than **you**).

This will include any reasonable costs, expenses and fees for defending **you**. By this **we** mean costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**. All claims against **you** which arise from any one event or original cause will be regarded as one single incident.

**We** may take control of **your** defence, although **we** are not obliged to. If there is no reasonable prospect of a successful outcome (meaning a win or a commercially sensible outcome) from defending a claim, **we** will not defend it, and will not approve **your** defence of a claim.

**You** must notify **us** of claims and threatened claims without undue delay. **You** must not admit liability, make any offer of payment, or reveal the amount covered under this policy, without **our** prior written consent.

### What is not covered:

- a) Any liability not involving the use or ownership of the **cycle**.
- b) Damage to any property belonging to **you**, or which at the time of the loss or damage is in **your** care or control.
- c) **Bodily injury** to any of **your** employees or to **your family**.
- d) Any claim where **your** right of recovery is restricted by any contract.
- e) Fines and contractual penalties, punitive or exemplary damages (by this **we** mean additional damages awarded by way of punishment when the defendant's behaviour was found to be particularly harmful).
- f) Any **bodily injury**, death or **accidental damage** to property occurring outside of **Europe**.
- g) **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- h) Claims where **you** are entitled to financial assistance or compensation (also known as indemnity), from another source.
- i) Claims arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft or aerial device of any description, animals or firearms and weapons.
- j) Claims arising out of or in connection with **your** trade, profession or business, or assumed under contract, including hire or reward, courier services, or the carriage of fare-paying passengers. This exclusion does not apply to commuting.
- k) Claims arising whilst using the **cycle** for stunts.
- l) Claims arising whilst using the **cycle** for racing or **competition**, unless Competition Use & Race Fees cover is shown on **your policy schedule**.
- m) Claims 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.
- n) Any action brought against **you** in any court outside the European Union (EU).
- o) Liability which is insured by or would but for the existence of this section be insured by another policy.
- p) Liability created by any agreement, unless **you** would have been liable without the agreement.



## Section 4 | Cycle Breakdown

### What is covered:

If **you** suffer an accident, vandalism, or an irreparable breakdown of **your cycle** occurring more than one mile from **your home**, **we** will pay for the taxi fare in order to transport **you** to **your** onward destination or to **your home, whichever is the nearest**.

**We** will pay up to £250 in taxi hire in any one 12-month period. Proof of expenditure must be provided, for example, a receipt from the taxi firm.

### What is not covered:

- a) Punctures.
- b) Any claim arising from the **cycle** being used in any **competition**, including racing, unless Competition Use & Race Fees cover is shown on **your policy schedule**.



## Optional Cover:

### Section 5 | Your Accessories

This is an optional cover and if it applies this will be shown on your policy schedule.

#### What is covered:

**Accidental damage** or **malicious damage** to or theft of **your accessories**, subject to the policy terms and conditions.

#### What is not covered:

- a) **Accidental damage** or **malicious damage** or theft of the **accessories** unless **you** can prove ownership.
- b) Damage to **accessories** unless accompanied by damage to the **cycle**.
- c) Theft of fixed **accessories** unless accompanied by theft of the **cycle**.
- d) Loss or damage caused by wear and tear, wet or dry rot, rust, atmospheric conditions, frost, insects, vermin, fungus, domestic pet, or any gradually operating cause.
- e) Scratching, denting or any cosmetic change which does not impair the function of the **accessories**.
- f) Claims where the **accessories** have suffered damage as a result of a manufacturing fault which is still covered under a manufacturer's warranty.
- g) Any damage or theft of the **accessories** in transit which has not been reported to the carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required.
- h) We will not make any payment for any clothing or headgear that is more than seven years old.



## Optional Cover:

### Section 6 | Competition Use & Race Fees

This is an optional cover and if it applies and has been selected by you, this will be shown on your policy schedule.

#### What is covered:

##### 1. Race Fees

We will pay non-refundable race fee costs, less any refunds, up to £500 in the 12 month period that **you** are insured, if **you** are unable to compete in the event due to one of the following sudden and/or unexpected events;

- a) Death or any serious injury or unforeseen serious illness occurring to **you** or **your family** which results in **you** being unable to attend an event for which **you** have entered.
- b) **Your** mode of transport having a mechanical breakdown within 24 hours of the event which results in the transport being unable to be driven to the event.
- c) **You** being required to serve on a jury or served with a court order which requires **your** appearance in court on the day of the event, and which prevents **you** from attending the event.
- d) **Your** redundancy, where notice is received at least 8 weeks after the issue of the policy and qualifying for payment under the current redundancy legislation.
- e) **Your** unforeseen posting as a serving member of the **UK** armed forces or unavoidable and necessary emergency duty for the Ambulance Service, Nursing Profession, Coastguard, Fire Brigade or Police Personnel.

##### 2. Accidental Damage, Malicious Damage and Theft

We will extend the insurance provided by the policy to include **accidental damage, malicious damage** and theft cover for **your cycle**, when it is left unattended and unlocked, in a designated holding pen or transition area, whilst awaiting use or collection at an organised event. Provided there is organised security in place in the designated holding pen by the event organiser.

#### What is not covered:

- a) Any race fee cancellation claims arising from pre-existing medical conditions.
- b) Any cycling **competition** in which **you** earn an appearance fee for participation or are paid a salary to participate.
- c) Making changes to personal plans or having a business or contractual obligation.
- d) The event being cancelled or delayed by the venue or promoter for any reason (including bad weather).
- e) Prohibition or regulation by any government.
- f) Lost or stolen tickets.

#### Cover under this section is offered for the following events;

- road racing
- track racing
- velodrome racing
- cross-country
- hill climbs
- time trials
- mountain bike discipline races
- cyclo-cross
- triathlons
- duathlons
- sportives
- ironman events





# General Information about Your Policy:

## General Exclusions

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply.

### This policy does not provide cover for:

1. Any bicycle, tricycle, tandem or recumbent that is;
  - not solely driven by human pedal power or electric battery
  - subject to the requirements of the Road Traffic Act.
2. Any claim where proof of ownership cannot be provided for the **cycle** and/or the **approved lock** and/or **accessories**.
3. Any claim where **we** have not received and validated a picture which clearly show the make, model and condition of the items being insured.
4. Any claim involving the **cycle** when it is engaged for use in trade or business purposes (excluding commuting to and from work).

### This policy does not provide cover for claims, contributed to or caused by;

5. **You** engaging in any criminal act.
6. **You** being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
7. Suicide, attempted suicide or deliberate injury to **you** or putting **yourself** in unnecessary danger (unless trying to save human life).
8. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
  - For the purposes of this policy, Electronic Data shall mean facts, concepts and information

stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

- For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
9. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

### Any direct or indirect consequence of:

10. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
11. War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
12. Irradiation, or contamination by nuclear material; or
13. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
14. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.



# Terms and Conditions

## 1. Duty of Care

**You** must take care to prevent any **accidental damage, malicious damage or theft** and keep **your cycle** and/or **accessories** in accordance with the **security requirements** and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

## 2. Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

## 3. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

## 4. Under Insurance

If the **insured value** **you** have chosen is less than the full replacement value of **your cycle**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **insured value** was equal to the replacement cost of **your cycle**, **we** will pay no more than 75% of **your** claim.

This does not apply to vintage or antique cycles, which are of particular value due to their age, style or collectability, provided that **you** supply a valuation:

- a) that is less than three years old; and
- b) has been provided by a vintage cycle retailer or other suitably qualified valuer; and
- c) values **your cycle** at the **insured value** **you** have chosen.



# How to Make a Complaint

It is **our** intention to give **you** the best possible service however if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

- If **you** have a complaint regarding the sale or service of **your** policy, please contact **Cyclor** who arranged the insurance for **you**:

**Tel:** 01206 688097

**Email:** [hello@cyclor.co.uk](mailto:hello@cyclor.co.uk)

**Web:** [cyclor.co.uk/customer-area/login](http://cyclor.co.uk/customer-area/login)

- If **your** complaint is about the handling of;  
A **Personal Accident** claim or  
A **Public Liability** claim occurring in the UK,  
please contact:

Kennedys Solicitors LLP

6 Queen Street, Leeds, LS1 2TW

**Tel:** 0113 531 4496

**Email:** [bspoke@kennedyslaw.com](mailto:bspoke@kennedyslaw.com)

- If **you** have a complaint about the handling of **any other claim**, please contact:

Davies Group

Customer Relations

PO Box 2801, Stoke-on-Trent ST4 9DN

**Tel:** 0333 400 9044

**Email:** [Customer.Care@davies-group.com](mailto:Customer.Care@davies-group.com)

In all correspondence please tell **us** **you** are insured by **Cyclor** and provide the reference number **20263** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter. For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service, Exchange Tower,  
London E14 9SR

**Tel:** 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>



# The Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited. Cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## Governing Law

This policy is governed by English Law.

## Your Privacy

### Bspoke Underwriting Ltd

**We** are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

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

#### Why do we process your data?

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

#### What information do we collect about you?

Where **you** have purchased an insurance policy through **Cyclor**, **you** will be aware of the information that **you** gave to them when taking out the insurance. **Cyclor** will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

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

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

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

### PRIVACY NOTICE

#### Bspoke Underwriting Ltd Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <http://bspokegroup.co.uk/wp-content/uploads/2023/04/bspoke-uw-privacy-policy-apr23.pdf> or request a copy by emailing us at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Road, Leeds, LS25 1NB.

#### WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

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

#### Next Generation Ins Group Ltd Privacy Notice

**You** can get more information about this by viewing **our** full Privacy Notice online at <https://cyclor.co.uk/privacy>



# Fraudulent Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- acting dishonestly or exaggerating a claim

**We;**

- a) are not liable to pay the claim: and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under © above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.