

## INTRODUCTION

Welcome to **Your** bicycle cover. Here **You** will find all the relevant information for the cover **You** have chosen. **We** are delighted to be **Your** provider of choice and detailed below **We've** outlined exactly how **We** can help look out for **You**. Don't hesitate to contact **Us** if there is any way **We** can help.

**This is a master policy wording showing all sections of cover available. Some sections may not be applicable to Your chosen insurance product. Please check Your policy schedule carefully (Your Policy Cover and Elective Benefits) to ensure You understand which sections apply to You.**

### What You should do

Please read the policy as soon as **You** receive it. If this is a renewal, **We** recommend **You** read the policy carefully as it may contain new benefits, terms and conditions. If **You** do not keep to the conditions, **Your** policy could become void or **We** may not accept liability for a claim.

It is up to **You** to make sure that the entire policy and policy schedule meet **Your** needs; **You** must tell **Us** immediately if this is not the case.

### Material Facts

**You** are obliged to inform **Us** of any event, fact or occurrence which may influence **Our** decision to enter into or renew this contract of insurance. If **You** are in any doubt whether a fact is material, **You** should disclose it.

## PARTICULAR POINTS ABOUT COVER

**We** provide insurance under the policy for events that occur anywhere within the United Kingdom, Channel Islands or Isle of Man during the **Policy Term**. **We**, as the insurer and **You**, as the insured, are entitled to choose the law applicable to this contract of insurance. **We** propose English law and in the absence of any agreement to the contrary, English law will apply.

**Your** Policy Schedule is important. It lists the cover **You** have chosen, it is proof of **Your** insurance and it may be needed if **You** have a claim. The policy depends on the warranties (promises), conditions and exclusions shown in it. **We** are liable only up to the limit of cover shown in **Your** Policy Schedule. **Your** intermediary will not be or become **Our** intermediary for giving notice about any claims or any other matter. If **You** ask, **We** may agree to change any part of the policy.

**We** will not be liable for any mistakes or omissions by an intermediary who has arranged the insurance on **Your** behalf.

**We** reserve the right, upon each renewal of **Your** policy, to make changes to the scope of **Your** insurance cover including, but not limited to, **Excess** and premium levels. **You** have to renew the policy and make each premium payment for cover to remain in force.

**We** may choose not to renew **Your** insurance for any valid reason including but not limited to **Your** displaying an aggressive attitude towards **Our**

employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **We** may, for business reasons, cease to underwrite the policy at any time.

## RENEWALS

These terms and conditions include a provision that **Your** insurance cover will automatically renew at the end of the insured term unless **You** specifically tell **Us** that **You** do not wish for **Your** insurance to renew.

By agreeing to these terms and conditions, **You** are also confirming that upon each renewal of **Your** policy, unless **You** tell **Us** otherwise, **You** want **Us** to make the following changes to the terms of **Your** insurance:

- (a) Such changes as **We** believe, in good faith:
- (i) are appropriate for the type of policy **You** hold with **Us**; and
  - (ii) will produce an overall benefit for **You**.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which **Your** policy provides, and associated changes to the cost of insurance.

- (b) Such other changes which **We** believe, in good faith, **We** have a valid reason to make.

Those changes may include:

- (i) changes made to clarify the terms of the policy;
- (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
- (iii) changes to the cost of the insurance cover to reflect changes in **Our** own costs and other economic considerations.

**We** do appreciate, however, that when the time comes **You** may not want **Us** to make those changes, and **We** explain below the protections **We** will put in place to ensure that **You** have an opportunity to consider those changes and to refuse them, should **You** wish to do so, before **Your** insurance is renewed.

**We** will always provide **You** with full written details of any changes which **We** intend to make to the terms of **Your** insurance cover at least 21 days before **Your** policy is due for renewal, which is when those changes would be due to take effect. **We** will not be entitled to make any changes unless **We** provide **You** with those details within that time-frame.

**You** will then have the right to tell **Us**, within 14 days of receiving those written details, that **You** do not wish **Your** policy to be changed in the manner notified to **You**. If **You** exercise that right, **We** will give **You** the opportunity to either:

- (a) renew **Your** policy without any changes;
- (b) renew **Your** policy subject to any alternative changes which **We** may offer to **You**; or
- (c) not renew **Your** policy at all.

**You** can also cancel **Your** policy at any time in any case; full details relating to **Your** cancellation rights are set out in the policy terms and conditions.

### Fraud prevention and the sharing of information

If **We** are in possession of information which **We** believe to be untrue, misleading or potentially fraudulent, **We** will pass the information to the relevant legal / statutory bodies. **We** may also share information with other organisations in the prevention of fraudulent claims.

### How We Use Your Information

Please be aware that telephone calls may be recorded for training and monitoring purposes. **Your** details are stored on **Our** computer system to administer **Your** policy but will not be kept longer than necessary. **You** have the right to request a copy of the personal data **We** hold about **You**; a small charge will apply. **We** can only discuss **Your** personal details with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **We** may pass **Your** information to **Our** veterinary advisors, loss adjusters and/or suppliers for the purpose of administering **Your** claims or providing elected benefits.

Unless **You** advise otherwise, **We** may use **Your** details to support the development of **Our** business by including them in customer surveys and keeping **You** informed by email, post or telephone of **Our** products and offers. If **You** do not want this to happen please just let **Us** know.

## GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside of the United Kingdom, Channel Islands or Isle of Man except as where indicated.

## COMMUTE AND LEISURE PURPOSES ONLY

This policy provides cover for commuting and leisure purposes including road based time trials, charity bicycle riders, non-competitive cyclo sports or similar non-competitive events only unless **You** have chosen Section 3 - Competitive Use.

## DEFINITIONS

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that is not deliberate and caused by violent external means which makes the **Bicycle** unusable.

**'Approved Lock'** lock approved by **Us**, tested and approved by 'Sold Secure':

- Bicycle valued up to £750 - bronze rated or above
- Bicycle valued between £751 and £2,500 - silver rated lock or above
- Bicycle valued more than £2,501 - gold rated lock or above

**'Bicycle'** any bicycle, tricycle, tandem, trailer cycle or push scooter that are powered by human pedalling and/or battery that is not subject to the requirements of the Road Traffic Act 1988.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 3 years from new - 10%
- 4 years from new - 20%
- 5 years from new - 30%
- 6 years from new - 35%
- 7 years from new - 40%
- 8 years from new - 45%
- 9+ years from new - 50%

The age of the **Bicycle** will be determined by the date of the frame based on its date of manufacture.

**'Excess'** the amount **You** must pay towards each and every claim; this amount is deducted from the maximum level of cover. If claims are made under more than one section of cover, an **Excess** will apply to each section of cover under which a claim is made.

**'Family'** husband, wife, civil partner, partner, parents, grandparents, brothers, sisters, children and grandchildren.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Home Address'** where **You** normally live.

**'Immediate Family'** spouse or person living with **You**, children or parents.

**'Immovable Object'** -

- a solid object that is not capable of being undone, removed with or lifted under or over the **Bicycle**
- a properly fixed roof or **Bicycle** rack
- at a train station - the **Bicycle** rack supplied by the train station specifically for the purpose of securing **Bicycles**

**'Loss'** **'Lost'** **'Lose'** that the **Bicycle** has been accidentally left by **You** in a location and **You** are permanently deprived of its use.

**'Market Value'** the cost of replacement with one of similar type, age and condition as the **Item** was in immediately before the loss or damage. Where **We** are unable to estimate the **Market Value** **We** will use the nearest market equivalent for comparison.

**'Material Fact'** any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review.

**'Policy Term'**

*Yearly* - runs for 365 days from the commencement date and time shown on **Your** policy schedule; automatically renews annually.

*Lunar Monthly* - runs for and premiums are collected on equal periods of 28 days; automatically renews every 28 days.

*Calendar Monthly* - runs for and premiums are collected each calendar month; automatically renews every calendar month.

Automatic renewal is subject to receipt of premium. However, cover under the policy will lapse on the earliest of the following:-

- (a) **Your Bicycle** is damaged beyond economical repair or is **Stolen**;
- (b) the expiry of the current period of insurance (i) if **You** fail to renew **Your** policy or (ii) if **We** choose not to renew **Your** policy for whatever reason;
- (c) the date **You** fail to pay **Your** premium;
- (d) the date **You** cancel **Your** policy;
- (e) the date **We** cancel **Your** policy for whatever reason.

**'Proof of Purchase'** the original purchase receipt and any other documentation required to prove ownership.

**'Reasonable Precautions'** all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or **Theft** of the **Bicycle**.

**'Replacement Value'** the cost of replacing **Your Bicycle**, as new in the event **Your Bicycle** is **Stolen** or damaged beyond repair.

**'Security Requirements'** set out in Appendix 1 and 2 at the end of this wording.

**'Stolen' 'Theft'** the unlawful taking of **Your Bicycle** against **You** will by another party, with the intention of permanently depriving **You** of it.

**'We' 'Our' 'Us'** The Insurance Emporium.

**'You' 'Your'** the person named in the Schedule.

## SECTION 1 - LOSS, THEFT OR ACCIDENTAL DAMAGE

**'Unattended'** left without an adult in charge who is responsible for the **Bicycle's** safekeeping.

### Cover

In the event **Your Bicycle** is **Lost, Accidentally Damaged or Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

### Conditions

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what was **Lost** or **Stolen** or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage
2. **We** may decide to appoint an independent assessor to consider **Your** claim.

### Exclusions

1. Any claim where the **Security Requirements** in Appendix 1 have not been complied with.
2. Any amount over £5,000 for a single **Bicycle**.
3. Any form of **Cosmetic Damage**.

4. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
5. **Theft** when the **Bicycle** is locked to an **Immovable Object** by an **Approved Lock** unless the key and a receipt for the purchase of the **Approved Lock** showing the make and model or the remains of the lock are provided.
6. **Theft** from any building or location which is not specifically defined in the **Security Requirements** in Appendix 1.
7. **Theft** when the **Bicycle** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
8. Unexplained **Theft**.
9. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
10. **Theft** by a person or persons to whom the **Bicycle** was entrusted.
11. **Theft** when using the **Bicycle** for hire, reward, courier services or the carriage of paying passengers.
12. **Theft** from places open to the public if not in use and not supervised unless the **Security Requirements** in Appendix 1 have been complied with.
13. **Theft** when the **Bicycle** is left **Unattended** in a place open to the public for more than 18 hours in any one time.
14. **Theft**, attempted **Theft**, **Loss** or **Accidental Damage** to **Your Bicycle** whilst in a taxi, commercial vehicle or vehicle used as such, caravan (static or mobile), mobile homes or vehicles converted for this purpose.
15. Loss or damage to tyres, however caused.
16. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
17. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Bicycle**.
18. The **Excess** as shown in **Your** policy schedule.

## ELECTIVE BENEFITS

## SECTION 2 - NEW FOR OLD

### Cover

If, within the New for Old period shown in **Your** policy schedule, **Your Bicycle** is **Lost, Stolen** or **Accidentally**

**Damaged, We** will pay **You** the cost of replacing **Your Bicycle** with one of the same make or model or, if this is not available, one of a similar make or model or equivalent value and specification.

**IMPORTANT NOTE** - it is **Your** responsibility to ensure the sum insured shown on **Your** policy schedule for **Your Bicycle** is enough to replace it as new. If the amount is insufficient at the time of any loss or damage New for Old cover will not apply and the maximum amount payable will be the **Market Value** up to the sum insured.

#### **Exclusions**

1. New for Old if **Your Bicycle** sum insured as shown in **Your** policy schedule is less than the **Replacement Value of Bicycle**.

2. Exclusions applying to Section 1.

### SECTION 3 - COMPETITIVE USE

#### **Cover**

Cover provided in Section 1, Section 2 (if chosen), Section 4 (if chosen) and Section 5 (if chosen) is extended to include the following competitive use activities:

Road racing, track racing, velodrome racing and cross-country mountain bike discipline races such as road racing, road based time trials, hill climbs, competitive sport, track racing, cross country, mountain bike time trials, cyclo-cross, triathlons, duathlons and ironman events.

#### **Exclusions**

1. Exclusions applying to Section 1.

### SECTION 4 - UNATTENDED VEHICLE

#### **Cover**

Cover provided in Section 1, Section 2 (if chosen), Section 3 (if chosen) and Section 5 (if chosen) is extended to include unattended vehicles provided **You** have complied with **Our Security Requirements**.

#### **Exclusions**

1. Exclusions applying to Section 1.

### SECTION 5 - TERRITORIAL COVERAGE

#### **Cover**

Cover provided in Section 1, Section 2 (if chosen), Section 3 (if chosen) and Section 4 (if chosen) is geographically extended to the locations and the time limit shown in **Your** policy schedule provided **You** have complied with **Our Security Requirements**.

#### **Exclusions**

1. Exclusions applying to Section 1.

### SECTION 6 - BICYCLE TECHNOLOGY

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Bicycle Technology** unusable.

**'Bicycle Technology'** bicycle computers, cameras (designed specifically for cycling and mounted to a helmet, frame or handlebars) and cycling GPS.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Security Requirements'** set out in Appendix 1 at the end of this wording.

#### **Cover**

In the event **Your Bicycle Technology** is **Lost, Accidentally Damaged or Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

**You** can make up to 2 claims every 365 days.

#### **Exclusions**

1. Any claim where the **Security Requirements** in the Appendix have not been complied with.
2. Any form of **Cosmetic Damage**.
3. **Theft** when the **Bicycle Technology** is loaned or hired out by **You** to any other person other than a member of **Your Immediate Family**.
4. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
5. Unexplained **Theft**.
6. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
7. **Theft** by a person or persons to whom the **Bicycle Technology** was entrusted.
8. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
9. The cost of any repair or replacement which improves **Your Bicycle Technology** beyond the condition it was in before it was **Stolen** or **Accidentally Damaged**.
10. Any reduction in the **Market Value** of **Your Bicycle Technology** following any repair whether or not undertaken as a result of any claim under this policy.
11. The **Excess** as shown in **Your** policy schedule.

## SECTION 7 - BICYCLE ACCESSORIES

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Bicycle Accessories** unusable.

**'Bicycle Accessories'** baskets, bottle cage, helmets, lights, locks, panniers, pump.

**Note:** bottles, cleaning equipment, glasses, goggles and tools are excluded.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Security Requirements'** set out in Appendix 1 at the end of this wording.

### Cover

In the event **Your Bicycle Accessories** are **Lost, Accidentally Damaged or Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

**You** can make up to 2 claims every 365 days.

### Exclusions

1. Any claim where the **Security Requirements** in Appendix 1 have not been complied with.
2. Any form of **Cosmetic Damage**.
3. **Theft** when the **Bicycle Accessories** are loaned or hired out by **You** to any other person other than a member of **Your Immediate Family**.
4. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
5. Unexplained **Theft**.
6. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
7. **Theft** by a person or persons to whom the **Bicycle Accessories** were entrusted.
8. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
9. The cost of any repair or replacement which improves **Your Bicycle Accessories** beyond the condition it was in before it was **Stolen** or **Accidentally Damaged**.

10. Any reduction in the **Market Value** of **Your Bicycle Accessories** following any repair whether or not undertaken as a result of any claim under this policy.

11. The **Excess** as shown in **Your** policy schedule.

## SECTION 8 - BICYCLE TRAILERS

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Bicycle Trailer** unusable.

**'Bicycle Trailer(s)'** devices that attach to the rear of **Your Bicycle**: bicycle carriages, bicycle trailers, tag along bicycles and trailer bicycles.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Security Requirements'** set out in Appendix 1 at the end of this wording.

### Cover

In the event **Your Bicycle Trailer** is **Lost, Accidentally Damaged or Stolen** and not found within 28 days of being reported to **Us**; settlement is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

### Exclusions

1. **Bicycle Trailers'** contents.
2. Any claim where the **Security Requirements** in Appendix 1 have not been complied with.
3. Any form of **Cosmetic Damage**.
4. **Theft** when the **Bicycle Trailer** is loaned or hired out by **You** to any other person other than a member of **Your Immediate Family**.
5. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
6. Unexplained **Theft**.
7. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
8. **Theft** by a person or persons to whom the **Bicycle Trailer** was entrusted.
9. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.

10. The cost of any repair or replacement which improves **Your Bicycle Trailer** beyond the condition it was in before it was **Stolen** or **Accidentally Damaged**.
11. Any reduction in the **Market Value** of **Your Bicycle Trailer** following any repair whether or not undertaken as a result of any claim under this policy.
12. The **Excess** as shown in **Your** policy schedule.

## SECTION 9 - CYCLING CLOTHES

**'Accidental(ly) Damage(d)'** sudden and unexpected damage that it's not deliberate and caused by violent external means which makes the **Cycling Clothes** unwearable.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to marks or scratches.

**'Cycling Clothes'** clothes owned by **You** and used exclusively by **You** for the purpose of wearing whilst cycling, including but not limited to: body armour/pads, coats, gloves, hats, jerseys, shoes, shorts, tops and trousers.

**'Depreciation'** the following **Depreciation** for wear and tear will be deducted:-

- 1 year from new - 10%
- 2 years from new - 20%
- 3 years from new - 30%
- 4 years from new - 40%
- 5+ years from new - 50%

The age of the **Cycling Clothes** will be determined by the date of purchase.

**'Forcible and Violent Entry'** entry to a property that clearly shows damage to the lock, building, room or vehicle, caused as a direct result of **Theft**.

**'Security Requirements'** set out in Appendix 2 at the end of this wording.

### Cover

If **Your Cycling Clothes** are **Lost, Accidentally Damaged or Stolen** and not found within 28 days of being reported to **Us** whilst **You** are preparing for or participating in cycling.

### Exclusions

1. Any claim where the **Security Requirements** in Appendix 2 have not been complied with.
2. Any amount over £150 for any single item of **Cycling Clothes**.
3. Any form of **Cosmetic Damage**.
4. **Theft** when the **Cycling Clothes** are loaned or hired out by **You** to any other person other than a member of **Your Immediate Family**.
5. **Theft** from any building or location which is not specifically defined in the **Security Requirements**.

6. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
7. Unexplained **Theft**.
8. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
9. **Theft** by a person or persons to whom the **Cycling Clothes** were entrusted.
10. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
11. The cost of any repair or replacement which improves **Your Cycling Clothes** beyond the condition they were in before they were **Stolen** or **Accidentally Damaged**.
12. Any reduction in the **Market Value** of **Your Cycling Clothes** following any repair whether or not undertaken as a result of any claim under this policy.
13. The **Excess** as shown in **Your** policy schedule.

## SECTION 10 - REPLACEMENT HIRE

### Cover

Up to the amount shown in **Your** policy schedule; the hire of replacement bicycle of the same or similar specification whilst **Your Bicycle** is awaiting repair or replacement following its **Loss, Theft or Accidental Damage**.

### Conditions

1. You must obtain **Our** written permission before incurring any hire costs.

### Exclusions

1. The hire of a **Bicycle** from any person that lives with **You**, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
2. Costs incurred where a claim for **Loss, Theft or Accidental Damage** under Section 1 is declined.
3. Costs not supported by a receipt/invoice showing full details of the costs incurred.
4. The **Excess** as shown in **Your** policy schedule.

## SECTION 11 – EMERGENCY RECOVERY (UK ONLY)

### Cover

If **You** are more than 5 miles from home and unable to complete a planned journey because **Your Bicycle** has been **Stolen, Lost** or **Accidentally Damaged, We** will pay up to the amount shown in the policy schedule for the reasonable cost of transporting **You** and/or **Your** damaged **Bicycle** home if it is closer than the following:-

- the nearest railway station
- the nearest bicycle repair shop
- the nearest car rental agency
- the nearest overnight accommodation

### Exclusions

1. Damage to tyres by punctures, cuts or bursts if they can be repaired by the use of an emergency repair kit.
2. Costs incurred where a claim for **Loss, Theft** or **Accidental Damage** under Section 1 is declined.
3. Costs not supported by a receipt/invoice showing full details of the costs incurred.
4. The **Excess** as shown in **Your** policy schedule.

## SECTION 12 – FAMILY MEMBER COVER

### Cover

Cover under Section 1 and Sections 2 to 5 (if chosen) includes any **Family** member.

### Exclusions

1. Any hired use.

## SECTION 13 – GADGETS AND MOBILE PHONES

**'Accessories'** any item **You** may attach to a **Gadget** or **Mobile Phone** including but not limited to, carrying cases, chargers, data cables, protective cases, speakers and stands.

**'Cosmetic Damage'** non-structural damage that does not affect usage, including but not limited to dents, marks or scratches.

**'Gadget'** electronic item which is or can be battery powered and is designed to be portable: eReaders, satnav and GPS devices, wearables (including smart watches and fitness trackers) and tablets.

**'Mobile Phone'** **Your** mobile or smartphone; its primary function being to make or receive calls and which uses a SIM card supplied in the UK (but not including the SIM).

**'Unattended'** not within **Your** sight at all times and out of **Your** arms-length reach.

### Cover – Gadgets

If, **You Lose Your Gadget** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Gadget**
- any **Accessories**

Settlement for the **Gadget** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

**You** can make up to 2 claims every 365 days.

### Cover – Mobile Phones

If, **You Lose Your Mobile Phone** or it is **Stolen**, or if it is **Accidentally Damaged** or damaged by coming into contact with liquid, **You** may claim for:

- the **Mobile Phone**
- any **Accessories**

Settlement for the **Mobile Phone** is assessed on the price paid less **Depreciation**, sum insured or **Market Value** whichever is less.

Settlement for **Accessories** is up to the amount shown in **Your** policy schedule.

**You** can make 1 claim every 365 days.

### Conditions

1. **We** have the right to choose which action to take in the case of a claim and **We** may arrange to:
  - repair the damage
  - replace what was **Stolen, Lost** or damaged beyond economical repair
  - pay **You** cash for the amount of loss or damage
2. **We** may decide to appoint an independent assessor to consider **Your** claim.

### Exclusions

1. Any claim where the **Security Requirements** in Appendix 2 have not been complied with.
2. Any **Gadget** or **Mobile Phone** more than 3 years old when cover for it begins.
3. Any claim where the **Gadget** or **Mobile Phone** is **Unattended**.
4. Any claim where the **Mobile Phone** is attached to a selfie-stick.
5. Any claim where the **Gadget** or **Mobile Phone** has not been used.
6. Any **Gadget** or **Mobile Phone** not in full working order when **You** purchased it.
7. Any claim where **You** cannot provide **Proof of Purchase** which must include the date the product was purchased / date the contract started, be in **Your** name and have the serial / IMEI number of the product.
8. Any claim for **Gadgets** or **Mobile Phones** purchased from an online auction site without a receipt as new from a VAT registered company.
9. Any claim for a SIM.
10. Any form of **Cosmetic Damage**.

11. Any **Gadget** or **Mobile Phone** used for business, trade or professional purposes.
12. **Theft** when the **Gadget or Mobile Phone** is loaned or hired out by **You** to any person other than a member of **Your Immediate Family**.
13. **Theft** unless involving **Forcible and Violent Entry** and **You** have complied with the **Security Requirements**.
14. Unexplained **Theft**.
15. **Theft** unless (i) **You** have reported the **Theft** to the nearest police authority and **Your Network Provider** as quickly as possible, preferably within 24 hours of discovery (ii) **You** have obtained a police crime reference number and details of the police station the crime was reported to (iii) **You** did everything **You** reasonably could to recover the **Stolen** property.
16. **Theft** by a person or persons to whom the **Gadget** or **Mobile Phone** was entrusted.
17. Loss or damage that is not at a known place or that cannot be identified as occurring within a definite 24-hour period.
18. Loss or damage resulting from **You** not following the manufacturer's instructions, abusing or neglecting the **Gadget** or **Mobile Phone**.
19. The **Excess** as shown in **Your** policy schedule.

## SECTION 14 - PUBLIC LIABILITY

### Cover

**We** cover **You** (up to the maximum shown in **Your** policy schedule) in respect of:-

- amounts **You** become legally liable to pay and/or
- costs and expenses of defending litigation incurred with **Our** written consent for claims made against **You** for death or bodily injury or loss or damage to property arising from one event or all events of a series consequent on one original cause happening during the **Policy Term** and caused by or through **Your** ownership or use of **Your Bicycle**.

### Conditions

1. **You** must not admit responsibility, offer, promise, pay or agree to pay any claim or negotiate with any other persons following an incident.
2. **You** must inform **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings. **You** must send **Us** every piece of correspondence and document **You** receive without replying to it.
3. **You** must allow **Us** to:
  - a. take over and conduct in **Your** name the defence or settlement of any claim for **Our** own benefit;
  - b. take proceedings in **Our** name, at **Our** own expense and for **Our** own benefit, to recover compensation or secure an indemnity from any third party;

**You** shall give all information and assistance **We** require.

4.
  - a. For any claim or series of claims **We** may at any time pay **You** the amount of the limit of indemnity or any lower amount which the claim(s) can be settled for; thereafter
  - b. **We** will have no further liability in the claim(s) except for the third party's costs and expenses incurred up to the date of payment; up to the limit of the indemnity specified in **Your** policy schedule.

### Exclusions

This policy shall not apply to liability in respect of:-

1. Death or bodily injury, loss or damage to property sustained in connection with **Your** carrying on of any trade, business or profession or use of **Your Bicycle** for hire or reward.
2. Death or bodily injury to **You**, any person handling **Your Bicycle** with **Your** permission or consent, any person that lives with **You**, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
3. Loss or damage to any property owned, held in trust, in the charge of or under the control of **You**, any person handling **Your Bicycle** with **Your** permission and consent, any person that lives with **You**, any member of **Your Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**, guest, employer or any person with whom **You** have a contractual or business relationship.
4. Pollution or contamination of water, buildings or structures, land, or the atmosphere and death or bodily injury, loss or damage to property caused by such pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time.
5. Death or bodily injury, loss or damage to property as a result of any person handling **Your Bicycle** without **Your** permission or consent.
6. Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regards to the nature and circumstances of such act or omission.
7. Liability created by an agreement which would not have existed in the absence of the agreement.
8. Any claim not arising directly from **You** riding or pushing **Your Bicycle**.
9. The **Excess** as shown in **Your** policy schedule.



## SECTION 15 – PERSONAL ACCIDENT

**‘Bodily Injury’** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**‘Loss of Hearing’** complete and irrecoverable loss of hearing in both ears.

**‘Loss of Limbs’** physical severance or complete irrecoverable loss of use of one or both hands at or above the elbow or of one or both feet at or above the knee.

**‘Loss of Sight’** complete and irrecoverable loss of sight in one or both eyes.

**‘Pre-Existing Condition’** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

**‘Total Permanent Disablement’** disablement lasting 365 days that prevents **You** from continuing in **Your** studies or from following any and every occupation.

### Cover

**We** will pay (up to the amount shown in **Your** policy schedule) where **You** sustain accidental **Bodily Injury** as a result of **You** riding or pushing **Your Bicycle** and such an injury shall, within 12 months, be the sole cause of death, total and irrecoverable **Loss of Hearing, Loss of Sight or Loss of Limbs or Total Permanent Disablement**.

### Conditions

- We** will require a Doctor’s Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
- A medical advisor may be appointed by **Us** and shall be allowed as often as may be deemed necessary to examine **You**.

### Exclusions

- Any claim in relation to death which is not supported by a death certificate.
- Any claim arising as a result of a **Pre-Existing Condition**.
- Any claim that arose from an activity listed as **Competitive Use of Your Bicycle** unless Section 3 is chosen.
- Any claim directly or indirectly consequent upon or contributed to by:
  - neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
  - AIDS or AIDS related complex however the syndrome has been acquired or may be named.
  - Your** committing or attempting to commit suicide or intentional self-inflicted injury.

- Your** deliberate exposure to exceptional danger except in an attempt to save human life.
- Your** own criminal act.
- Your** being wholly or partly under the influence of alcohol.
- Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
- pregnancy or childbirth.
- any naturally occurring condition or degenerative process or any gradual decline in physical health.
- any form of operational duties as a member of the armed forces or Territorial Army.

- The **Excess** as shown in **Your** policy schedule.

## SECTION 16 – DENTAL TREATMENT

**‘Bodily Injury’** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**‘Pre-Existing Condition’** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

### Cover

**We** will pay (up to the amount shown in **Your** policy schedule) for dental treatment undertaken where **You** sustain an accidental **Bodily Injury** to **Your** mouth and/or teeth as a result of **You** riding or pushing **Your Bicycle**.

### Conditions

- We** will require a Doctor or Dentist’s Certificate or letter confirming the **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
- A medical advisor may be appointed by **Us** and shall be allowed as often as may be deemed necessary to examine **You**.

### Exclusions

- Any claim arising as a result of a **Pre-Existing Condition**.
- Any claim that arose from an activity listed as **Competitive Use of Your Bicycle** unless Section 3 is chosen.
- Any claim directly or indirectly consequent upon or contributed to by:
  - neurosis, psychoneurosis, psychopathic or mental diseases or disorders of any type.
  - AIDS or AIDS related complex however the syndrome has been acquired or may be named.

- c. **Your** committing or attempting to commit suicide or intentional self-inflicted injury.
  - d. **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - e. **Your** own criminal act.
  - f. **Your** being wholly or partly under the influence of alcohol.
  - g. **Your** being wholly or partly under the influence of drugs other than those taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - h. pregnancy or childbirth.
  - i. any naturally occurring condition or degenerative process or any gradual decline in physical health.
  - j. any form of operational duties as a member of the armed forces or Territorial Army.
4. The **Excess** as shown in **Your** policy schedule.

### SECTION 17 - PREMIUM WAIVER

**Bodily Injury** injury which is sustained by **You** during the period of insurance and is caused by an accident solely and independently of any other cause.

**'Pre-Existing Condition'** an injury or illness which first showed clinical signs, happened or existed before the commencement date/time shown on **Your** policy schedule or is the same as or has the same diagnosis as or is caused by, related to or results from an injury, illness or clinical signs displayed before the commencement date/time shown on **Your** policy schedule.

#### **Cover - hospitalisation**

In the event **You** are hospitalised for more than 7 days where **You** sustain an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Cover - accident**

In the event **You** are unable to work for more than 7 days where **You** sustain an accidental **Bodily Injury** (but are not hospitalised), **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Cover - death**

In the event of **Your** death following an accidental **Bodily Injury**, **We** will waive **Your** insurance policy premium (payable by **Your** estate) up to the amount shown in **Your** policy schedule.

#### **Cover - unemployment**

In the event of **Your** becoming unemployed, **We** will waive **Your** insurance policy premium up to the amount shown in **Your** policy schedule.

#### **Conditions**

1. Any claim for Premium Waiver must be received within 28 days of the above insured event.
2. **Your** insurance policy premium is waived in periods of 28 days; **You** must advise **Us** at the end of each 28 day period whether **You** need to continue to claim. In the event **We** do not receive this

notification, **We** will assume Premium Waiver is no longer required and recommence collection of **Your** insurance policy premium.

3. **We** will require a Doctor's Certificate or letter confirming the accidental **Bodily Injury** from a practicing qualified medical practitioner in the UK; to be obtained at **Your** own expense.
4. A medical advisor may be appointed by **Us** shall be allowed as often as may be deemed necessary to examine **You**.

#### **Exclusions**

1. If **You** are unable to work but receive your normal wages or salary.
2. Voluntary unemployment.
3. If **You** were on notice of the potential for unemployment prior to commencing this cover.
4. Any claim in relation to death which is not supported by a death certificate.
5. Any claim arising as a result of a **Pre-Existing Condition**.

### SECTION 18 - LEGAL HELPLINE

**Our** Legal Department will provide telephone advice up to the amount shown in **Your** policy schedule concerning **Your Bicycle**.

If **You** would like telephone legal advice, please call **Our** Legal Department on 03300 244 040.

#### **Exclusions**

1. Any commercial legal problems.
2. Consideration of any documentation or correspondence pertaining to **Your** dispute.
3. Undertaking litigation.

### CONDITIONS OF SETTLING CLAIMS

1. All losses must be substantiated by **Proof of Purchase**. **You** must provide valuations, reports, information etc. at **Your** own expense if **We** request them.
2. **You** must provide all such information, explanations, proof of ownership and other such evidence as **We** may reasonably require.
3. **You** must not dispose of any damaged item until **We** have had a chance to inspect them.
4. If any information is provided in a foreign language **You** will be responsible for any costs involved in translating the information provided.
5. If **Your** policy renews or is upgraded after the start of a claim but prior to settlement, **We** will assess the settlement amount on the cover level shown in **Your** policy schedule as applicable at the date of the incident. **You** cannot increase the level of cover

applicable to **Your** policy after the occurrence of the incident.

- In the event of claims settlement becoming due **We** will issue settlement by BACS transfer. Where bank account details have not been provided or this is not possible settlement will be despatched by cheque. Settlement will be issued to **You** unless otherwise requested. **You** can request an alternative payee by ticking the relevant box on the claim form **You** fill in and by providing the third party name.

## GENERAL CONDITIONS

- You** must take all **Reasonable Precautions** to prevent loss, damage or accidents and maintain any property covered under the policy in a sound condition.
- Anyone claiming insurance under this policy must comply with its terms as far as they can apply.
- You** must co-operate fully and truthfully to give **Us** any information **We** may need.
- Where **You** maliciously and / or recklessly fail to disclose a **Material Fact** at policy inception, review or when making a claim **We** may (i) reject **Your** claim (ii) endorse **Your** policy (iii) void **Your** policy and/or (iv) retain **Your** premium.
- You** must observe and fulfil all the terms, conditions and endorsements of the policy otherwise **We** may not be liable under the policy.
- You** must notify **Us** as soon as possible of any change in circumstances relevant to this policy. Failure to do so may invalidate **Your** policy. **We** reserve the right to alter the terms of **Your** policy immediately after **We** are notified of such changes.
- When **We** invite **You** to renew **Your** policy **We** may, at **Our** discretion alter premiums, cover, terms and conditions as **We** deem necessary for any reason including such factors as an item's age.
- If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) **We** will not be liable for the whole claim. **We** will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
- We** are liable only if **We** have received the correct premium before the start of each **Policy Term** or within the credit period if **We** have allowed one to a broker or intermediary.
- If **You** pay **Your** premiums by direct debit or credit/debit card and **You** default on any payment, **We** will add a charge of £3.99 to **Your** next payment.
- We** will deduct any amount due to **Us** from any claim settlement.
- If any insured item consists of articles in a pair or set, the policy will not cover more than the value of any particular part or parts that are lost, destroyed,

or damaged. **We** do not insure any special value that the article or articles may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set.

- If any dispute arises as to the amount to be paid under the policy, it may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. The provision for arbitration adds to **Your** legal rights and does not replace them.
- This insurance will stop covering any item as soon as **You** sell it or part with any interest in it, whether temporarily or permanently.

## GENERAL EXCLUSIONS

This policy does not cover the following:

- Any claim where the cyclist riding **Your Bicycle** is aged 13 years and 364 days or less.
- Any losses which are not expressly covered by the terms and conditions of this policy.
- Any claim made, or any event causing the need for a claim to be made, that occurs before **Your** policy began.
- Business use, hiring or lending out unless specifically endorsed in **Your** policy schedule.
- We** will not pay a claim that is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by:
  - You** or someone acting on **Your** behalf; or
  - someone caring for or in control of **Your Bicycle** or an insured item; or
  - one of **Your Family**, relations, agents, employees, licensees, paying guest, someone living with **You** or any other person in a contractual relationship with **You**.
- Any amount greater than the amount shown in **Your** policy schedule for an insured item.
- The cost of any repair or replacement which improves **Your Bicycle** or an insured item beyond the condition they were in before they were **Accidentally Damaged** or **Stolen**.
- Any reduction in the **Market Value** of **Your Bicycle** or an insured item following any repair whether or not undertaken as a result of any claim under this policy.
- Loss or damage because **You** are not the rightful owner.
- Loss or damage caused by domestic pets.
- Property more specifically insured elsewhere.
- The cost of replacing any undamaged **Bicycle** or insured item or parts of a **Bicycle** or insured item forming part of a set where the remaining **Bicycle** or insured item is still usable and the loss or damage

occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

13. Deliberate loss or damage caused by **You** or any user of **Your Bicycle** or insured item.
14. **Depreciation**, deterioration, mechanical or electrical breakdown, breakages, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew, water leakage of any cause, or any gradually operating process or deliberate damage by **You** or any user of **Your Bicycle** or insured item.
15. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.
16. Loss or damage by fraud, trick, false pretences, use of stolen, forged or invalid cheques/drafts/bank notes and the like or someone pretending to be a buyer or an agent.
17. Any liability that arises only because of an agreement.
18. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
19. Any legal liability or consequence associated with or caused by war, invasion, act of foreign enemy or hostilities (whether war was declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
20. Any legal liability or consequence associated with or caused by nuclear or radioactive escape, accident, explosion, waste or contamination.
21. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
22. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusions, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear form or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.
23. **We** do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
  - a) Influenza or any derivation or variant thereof;
  - b) arising from any fear or threat (whether actual or perceived) of such Influenza;
  - c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.

If **We** allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

24. Any claims as a result of any notifiable disease.

### MAKING A CLAIM

On discovering any event giving rise or likely to give rise to a claim under the policy, **You** must immediately notify and give full details to: The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York, North Yorkshire, YO26 9SS by completing and returning a claim form. It is **Your** responsibility to ensure that all the information submitted is correct.

**We** cannot make any decision regarding **Your** claim without a claim form. The quickest and easiest way to obtain a claim form is on **Our** website. Log on to [www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk) and **You** will be able to download a claim form from the Claims section. If **You** do not have access to the internet please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006 and **We** will be able to send **You** a claim form through the post. If **You** need any assistance with any aspect of **Your** claim please either email or call **Us**.

Once **We** have received **Your** claim form **We** will send an acknowledgement of receipt. **We** will then only contact **You** again if **We** require any further information to process **Your** claim; **We** ask that **You** cooperate fully and truthfully to give **Us** any information **We** may need. Once the claim has been completed **We** will notify **You** of **Our** decision. If **You** have not had any contact from **Us** within 5 working days of sending the claim form please contact **Us** either by email at [claims@emporium.co.uk](mailto:claims@emporium.co.uk) or by phone on 03300 244 006.

If **You** wish to appeal against a decision made regarding **Your** claim (including the assessment or the outcome), please write to the Claims Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

### POLICY ALTERATION OR REINSTATEMENT & DUPLICATE DOCUMENTS

If **You** wish to make a change to **Your** policy after the first 14 days of policy inception or, if for any reason **We** reinstate **Your** policy, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should **You** request additional copies of **Your** policy documentation to be issued by post, there will be a £10 replacement documents charge in respect of this.

### CANCELLATION RIGHTS

**You** can cancel at any time.

If **You** cancel within the first 14 days of policy inception, and no claim has been made, **You** will receive a full refund of any premium paid.

If **You** have a monthly policy, cover will be cancelled with effect from the date **Your** next policy premium is due.

If **You** have an annual policy and have not made a claim, a return of premium will be issued in accordance with **Our** cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If **You** have made a claim, **You** will not be entitled to any refund.

**We** may cancel this insurance at any time, for valid reason, in which case, **We** will return the premiums paid, in accordance with the above table. Valid reasons include, but are not limited to **Your** displaying an aggressive attitude towards **Our** employees, fraud or attempted fraud on **Your** part or anyone acting on **Your** behalf, **Your** failure to abide by any request from **Us** to take specified precautionary measures. **Our** liability then ceases immediately but without affecting **Your** or **Our** rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if sent to either of the email or postal addresses **You** provided to **Us**. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should **You** wish to alter **Your** policy or cancel it please contact **Our** office. This can be done in writing at the address noted below, by phone on 03300 244 005, fax 03300 242 971 or email hello@emporium.co.uk.

For alterations and cancellation at renewal please write to the address noted below, telephone 03300 244 005, fax 03300 242 971 or email hello@emporium.co.uk. If **You** have not received an acknowledgement from **Us** within 14 days of sending details, **You** must post the details by recorded delivery.

If **You** wish to appeal against any decision regarding the administration of **Your** policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If **You** wish to submit a formal complaint, please refer to **Our** Complaint Handling Procedure.

## PREMIUM AND EXCESS REVIEW

1. The premium and **Excess** for this policy is reviewed at least once a year.
2. When reviewing **Your** premium and **Excess** **We** will consider any future impact to one or more of the following:

- a. Changes due to new information arising from **Our** own experience suggesting that **Our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number and types of claims **We** expect to pay or changes to the average expected amount paid per claim.
  - b. Changes due to new information arising from external sources such as general industry population or reinsurer experience suggesting that **Our** future claims experience is likely to be better or worse than previously assumed.
  - c. Changes to **Your** circumstances such as any change to **Your** address.
  - d. Changes due to legislative, tax or regulatory requirements such as:
    - i. expenses related to providing the insurance
    - ii. policy lapse rates which means the average time policies are held
    - iii. interest rates
    - iv. tax rates
    - v. the cost of any legal or regulatory requirements
3. As a result of the premium and **Excess** review, **Your** premium and/or **Excess** may go up, stay the same or go down and there is no limit to the amount of any change.
  4. If **We** change **Your** premium and/or **Excess** and **You** do not wish to continue **Your** cover, **You** should contact **Us** to cancel.

## COMPLAINT HANDLING PROCEDURE

If **You** are unhappy with any aspect of **Our** service and wish to make a formal complaint, please put **Your** complaint in writing and address **Your** complaint to the Chief Executive Officer. **We** will issue a response within 8 weeks from the date **We** receive **Your** complaint.

All correspondence should be addressed to The Insurance Emporium, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **You** do not receive satisfaction through **Our** internal complaint handling procedure, **You** may refer **Your** complaint to the Financial Ombudsman Service within 6 months of the date of the Chief Executive Officer's response:

- address: Exchange Tower, London, E14 9SR
- tel: 0800 023 4 567 or 0300 123 9 123
- email: complaint.info@financial-ombudsman.org.uk
- website: www.financial-ombudsman.org.uk

**The Insurance Emporium**  
**Thorpe Underwood Hall**  
**Ouseburn**  
**York**  
**YO26 9SS**  
**t: 03300 244 005**  
**f: 03300 242 971**  
**e: [hello@emporium.co.uk](mailto:hello@emporium.co.uk)**  
**[www.theinsuranceemporium.co.uk](http://www.theinsuranceemporium.co.uk)**

## APPENDIX 1 - BICYCLE SECURITY REQUIREMENTS (INCLUDES ACCESSORIES / TECHNOLOGY / TRAILERS)

**You** must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

### HOUSE / APARTMENT

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above

The **Bicycle** must be kept inside with security devices in operation.

### PRIVATE GARAGE / SHED

- privately accessed garage, wooden or metal shed within the boundaries of the property in which **You** normally reside

External doors must be secured by a 5 lever mortise deadlock or a 5 lever padlock OR the **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object**.

### COMMUNAL HALLWAY / OUTBUILDING / PRIVATE GARDEN / PRIVATE CAR PARKS

- communal hallway within the building in which **You** normally reside
- brick, concrete or stone communal outbuilding of standard construction with a slate, tiled, corrugated steel, asbestos or multi-layered roof within the boundaries of the property in which **You** normally reside
- privately accessed and fully enclosed garden within the boundaries of the property in which **You** normally reside
- privately accessed car park located within or beneath **Your** apartment building with designated **Bicycle** storage

Cover also includes any temporary residence such as holiday cottage, guesthouse, hotel or the like for a maximum period of 30 days at any one time.

The **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object**.

### UNATTENDED IN A PLACE OPEN TO THE PUBLIC

1. The **Bicycle** must be secured through the frame by an **Approved Lock** to an **Immovable Object**; AND
2. The **Bicycle** must not be left **Unattended** for a period of more than 18 hours.

### UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Bicycle** is either stored out of sight OR is secured through the frame by an **Approved Lock** to the roof or **Bicycle** rack attached to the vehicle; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

### UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Bicycle** is either stored out of sight OR is secured through the frame by an **Approved Lock** to the roof or **Bicycle** rack attached to the vehicle; AND
4. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim; AND
5. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

## APPENDIX 2 – SECURITY REQUIREMENTS GADGETS / MOBILE PHONES / CYCLING CLOTHES

**You** must adhere to the following **Security Requirements** otherwise **Your** insurance may be invalid and **We** may reject a claim:

### HOUSE / APARTMENT

- brick, concrete or stone private house of standard construction with a slate, tiled or multi-layered roof
- a self-contained apartment within the above

The **Gadget, Mobile Phones** and **Cycling Clothes** must be kept inside with security devices in operation.

### UNATTENDED VEHICLE BETWEEN 6AM AND 9PM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget, Mobile Phones** and **Cycling Clothes** must be stored out of sight; AND
4. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.

### UNATTENDED VEHICLE BETWEEN 9PM AND 6AM

1. All doors, windows and other openings of the vehicle are left closed, securely locked and fastened; AND
2. Any security devices installed in the vehicle are in operation; AND
3. The **Gadget, Mobile Phones** and **Cycling Clothes** must be stored out of sight; AND
4. Vehicle must be fitted with a Thatcham category 1 alarm / immobiliser OR category 2 immobiliser OR category 3 steering lock. If any category 1 or 2 device is not factory fitted, it must have been installed by an approved installer and evidence of this must be provided in the event of a claim; AND
5. Vehicle must have (i) valid motor insurance (ii) valid MOT where applicable (iii) current Vehicle Excise Duty where applicable and (iv) all windows and locks capable of rendering the vehicle secure.