Pedalsure.

Policy Document

The terms and conditions of your contract of insurance between you and us.

Contact Us

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Introduction

Welcome to your Pedalsure cycling Insurance Policy Document.

This insurance is designed to provide protection for you and your **bike**.

Depending on which cover options you select, the insurance can provide cover or benefits:

- If you suffer **bodily injury** following an **accident** whilst riding, mounting onto or dismounting from your **bike**;
- If your **bike**, **bike box**, **bike accessories** or **personal possessions** are stolen or, where your **Policy Schedule** shows **Theft and Accidental Damage**, accidentally or maliciously damaged; and
- If you become legally liable to pay compensation as a result of causing someone's death or **bodily injury** or illness, or damaging someone's property, whilst using your **bike**.

Your **Policy Schedule** will confirm which cover options you have chosen.

Important Information about Pedalsure

Please take time to read this section of the Policy Document. It tells you about things you need to check and the actions you need to take.

You'll also find details of the security requirements you must comply with in order for a claim to be paid under Cover Section 2 (The Bike) of this insurance following **accidental damage**, **malicious damage**, or **theft** of, your **bike**.

There is also information about the **excess period**. During this period, we will not pay any benefit if you make a claim for **temporary total disablement** (loss of earnings) under Cover Section 1 (Personal Accident) of this insurance, along with details of the **policy excess** you must pay for any claim under Cover Section 2 (The Bike) of this insurance for **accidental damage**, **theft** or **malicious damage** of or to your **bike**.

This insurance was arranged on your behalf by Pedalsure No. 3 Limited, trading as Pedalsure, who is also the policy administrator and is referred to as Pedalsure in this policy. Pedalsure's contact details are: Suite 3 Dukes House, 4-6 High Street, Windsor, SL4 1LD Telephone: 0800 888 6745 Email: cservice@Pedalsure.com.

Pedalsure is an Appointed Representative of Pro MGA Solutions Ltd which is authorised and regulated by the Financial Conduct Authority under reference 770419.

The insurer for all sections of cover provided under this insurance is Dukes House Insurance Limited.

Their address is:

Suites 1 & 2, Block A, Hirzel Court
Hirzel Street, St. Peter Port
Guernsey
GY1 2NN

Dukes House Insurance Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 (Company No 66539) and is authorised and regulated by the Guernsey Financial Services Commission. Registration No 2522730.

Dukes House Insurance Limited and Pedalsure No.3 Limited are under common ownership.

- Dukes House Insurance Limited is subject to a number of codes of conduct under Guernsey law. The codes of conduct most relevant to this insurance are: (i) Licensed Insurers (Conduct of Business) Rules 2018, (ii) Finance Sector Code of Corporate Governance, and (iii) Principles of Conduct of Finance Business. These codes are available to view on the website of the Guernsey Financial Services Commission (GFSC) at www.gfsc.gg.
- Dukes House Insurance Limited is not a member of the Financial Services Compensation Scheme (FSCS). If Dukes House Insurance Limited is unable to meet its obligations to you, you will not be able to claim compensation from the FSCS.

Your Insurance Contract

This Policy Document and your **Policy Schedule** are your insurance documents and together they make up the contract between you and us. It is important that you read this Policy Document carefully along with your **Policy Schedule** so you can be sure of the cover provided and to check that it meets your needs.

Your insurance is an annual policy and cover lasts for 12 months. Your **period of insurance** is shown on your **Policy Schedule**.

This Policy Document and your **Policy Schedule** are issued to you in exchange for your payment of the premium referenced in your Policy Schedule. You are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of your policy.

Cover type – Cover Section 2 (The Bike)

Cover Section 2 (The Bike) is provided on the **cover type** shown on your **Policy Schedule**:

(a) **Theft Only** – you are covered for **theft** only. There is no cover for **accidental damage** or **malicious damage**, including damage caused during a **theft** or attempted **theft**.

(b) **Theft and Accidental Damage** – you are covered for **theft**, **accidental damage** and **malicious damage**.

The **cover type** shown on your **Policy Schedule** applies to every **bike**, and to all **accessories**, **bike boxes** and **personal possessions**, insured under your policy. If your **Policy Schedule** shows Cover Section 2 (The Bike) but does not state a **cover type**, **Theft and Accidental Damage** applies.

Changing your cover type

If you change your **cover type** from **Theft Only** to **Theft and Accidental Damage** during the **period of insurance**:

(a) cover for **accidental damage** and **malicious damage** starts 14 days after the date the change takes effect, as shown on your updated **Policy Schedule**;

(b) we will not pay for **accidental damage** or **malicious damage** which happened, or existed, before that cover started;

(c) the additional premium for **Theft and Accidental Damage** is charged only from the date that cover starts; and

(d) paragraphs (a) to (c) also apply if you cancel a policy with **Theft Only** cover and, within 30 days of cancelling, take out a new policy with **Theft and Accidental Damage** cover for the same **bike**, as if the new policy were a change of **cover type**.

Terms used in this document

The insurer, Dukes House Insurance Limited, is referred to as “we”, “us” and “our” in this Policy Document.

The individual named on the **Policy Schedule** as the ‘Insured Person’ who has paid the appropriate premium is referred to as “you” or ”your” in this Policy Document.

Some words and phrases in this Policy Document and in your **Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in bold. These words and phrases are all listed and explained in the “Definitions” section which can be found at the end of this Policy Document.

Important Information About Your Policy

Things you should be aware of

It is important that you:

- check your **Policy Schedule** to ensure the details are correct and that the cover is as you requested;
- check your **Policy Schedule** shows the **cover type** you chose for Cover Section 2 (The Bike): **Theft Only** or **Theft and Accidental Damage**;
- check that you are eligible for this insurance (see 'Your eligibility for cover under this policy' below);
- check the information you have given us is accurate (see 'Your responsibility' below);
- notify Pedalsure as soon as possible of any inaccuracies on your **Policy Schedule**, or if you are not eligible for the insurance;
- understand the security requirements you must comply with in order for a claim to be paid under Cover Section 2 (The Bike) of this insurance following **accidental damage** to, or **theft** of, your **bike** (see 'Security requirements we need you to comply with' below);
- comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

You understand that you must upload photos of your insured **bikes** to our website within 30 days of purchasing your policy. Failure to do so may invalidate your insurance cover and may invalidate your policy cover and result in us cancelling your policy.

How terms and conditions apply in this document

There are conditions which apply to the whole of this insurance and full details of these can be found in the 'General Conditions' section of this Policy Document.

Some sections of cover also have conditions which apply specifically to that cover, and details of these can be found within the relevant cover section in this Policy Document.

Finally, there are conditions which relate specifically to making a claim under each cover section of the policy. These can be found in 'Conditions Applying to Claims'.

If you do not meet the conditions stated above, we may refuse to deal with your claim or a claim payment could be reduced. In some circumstances, your policy may be cancelled.

Security requirements we need you to comply with

For a claim to be made under Cover Section 2 (The Bike) of this insurance following **accidental damage** to, or **theft** of, your **bike**, there are a number of security requirements which must have been met. These are listed below and we ask that you read them carefully. We will not pay any claim if these requirements are not complied with. However, we will not rely on a failure to comply with a requirement if you show that the failure could not have increased the risk of the loss or damage which actually occurred in the circumstances in which it occurred.

1. At the insured location

Anywhere within the exterior walls of your house, flat, private halls, or within the exterior walls of any garage, shed or outbuilding located within the boundaries of your address is considered to be "at the insured location" for the purpose of this policy.

The "insured location" can also include temporary residences such as holiday homes or guest houses. Please refer to the full definition of "insured location" in the 'Definitions' section for more information.

Theft of your **bike** whilst at the **insured location** will only be covered if the **bike** is:

(a) Kept inside a house, self-contained flat, or self-contained lockable room in private halls in which you live. Any security devices must be operating correctly and access to the **bike** must be obtained by **forcible and/or violent entry or exit**;

(b) Kept inside a privately accessed garage, outbuilding or shed (other than an **approved shed**) within the boundaries of the private house in which you live. Access to the **bike** must be obtained by **forcible and/or violent entry or exit** and:

(i) any garage door has 'Secured by Design' (SBD) accreditation;

(ii) all external doors must be secured by a minimum of a 5-lever mortice deadlock to BS3621 standard or an **approved lock** or CEN 4 or higher Rated Padlock; and

(iii) the **bike** is secured through the frame by an **approved lock** to an **immovable object** within the garage, outbuilding or shed;

(c) Kept inside a privately accessed **approved shed** within the boundaries of the private house in which you live. Any security devices must be operating correctly and access to the **bike** must be obtained by **forcible and/or violent entry or exit**; or

(d) Kept in a communal hallway within the building in which you live, or in a communal outbuilding within the boundaries of the property in which you live. Access to the **bike** must be obtained by **forcible and/or violent entry or exit** and the **bike** must be secured through the frame by an **approved lock** to an **immovable object** within the hallway or communal building.

2. Away from the insured location

Please be aware that anywhere outside of the exterior walls of your house, flat, private halls, or outside of the exterior walls of any garage, shed or outbuilding located within the boundaries of your address is considered to be "away from the insured location" for the purpose of this policy.

This includes, for example, your garden, your driveway or the local council bicycle hangar where you leave your **bike**. This means there is no cover for **theft** of your **bike** from a garden, driveway or bicycle hangar if it has been left there for more than 12 hours, even if it is locked to an **immovable object** with an **approved lock**.

Accidental damage or **theft** of the **bike** whilst away from the **insured location** will only be covered in circumstances where:

(a) The **bike** is not left **unattended**; or

(b) If the **bike** is left **unattended** it is:

(i) secured to an **immovable object** by an **approved lock** through the frame and any access to the **bike** is obtained by **forcible and/or violent entry or exit**; and

(ii) the **bike** has not been left away from the **insured location** for more than 12 hours or 24 hours if left at your place of employment or in a cycle rack within a railway station. The **bike** must still be locked through the frame by an **approved lock** to an **immovable object** in such cases;

(c) The **bike** is left in a transition area of an organised competitive triathlon or duathlon in which you are participating.

3. In or on a vehicle

Where the **bike** is in or on a vehicle, car, caravan or van, only one **bike** is covered. Any other **bikes** will not be covered in such circumstances.

Please be aware that there is no cover under this policy for theft or damage of your **bike** whilst in transit with a courier or other delivery service.

Theft whilst the **bike** is in or on a vehicle, car, caravan or van will only be covered in circumstances where:

(a) The **bike** is left inside any such vehicle and:

(i) All doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened;

(ii) Access to or removal of the **bike** must have been obtained by **forcible and/or violent entry or exit**;

(iii) Any security devices installed in the vehicle car, caravan or van are in operation; and

(iv) The **bike** is stored out of sight; or

(b) The **bike** is left on any such vehicle and is secured through the frame by an **approved lock** to the roof or bicycle rack attached to the vehicle, car, caravan or van.

If the **bike** is left in, or locked on to, the vehicle between the hours of 9pm and 6am the vehicle must be fitted with a Thatcham category 1 alarm/immobiliser or category 2 immobiliser or category 3 steering lock. If any such category 1 and 2 device is not factory fitted, it must have been installed by a member of the Vehicle Security Installation Board and evidence of this must be provided in the event of a claim. If you have multiple **bikes** insured with us only one **bike** will be covered for **theft** whilst in or attached to an **unattended** vehicle.

When you are outside the United Kingdom, **theft** will only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of this must be provided in the event of a claim.

Any vehicle used must have windows and locks that are capable of rendering the vehicle secure.

Your eligibility for cover under this policy

When you applied for this insurance, we required you to confirm that you agree to the terms of this policy document, including your eligibility for cover under it. The eligibility requirements are as follows:

- You must be aged 16 or over at the time of purchasing this insurance and have understood the Policy Document, **Terms and Conditions**, **Privacy Policy** and **Approved Lock List**.
- You must be resident in the United Kingdom or the Isle of Man.
- In the past year you must not have made more than two bicycle related claims irrespective of value, or a single bicycle related claim for more than £500.
- You must not have had any previous insurance declined, cancelled by the insurer, refused or special terms imposed.
- You must have no unspent criminal convictions (other than motoring offences).
- You must understand that if your **bike** is left **unattended** away from the **insured location** (which includes, for example, your garden, your driveway or local council bicycle hangar), it needs to be locked through the frame to an **immovable object** using an **approved lock**, unless it is stored in a vehicle out of sight in accordance with section 3 (In or on a vehicle) of 'Security Requirements We Need You To Comply With' above.
- You must understand that there is no cover under this policy for any use in connection with a profession, business or occupation (other than commuting).
- If you are insuring an e-bike, you must understand that there is no cover under this policy unless your e-bike is legal for use on public roads in the UK as an 'electrically assisted pedal cycle' (EAPC) which is not treated as a motor vehicle under current government regulations. For the avoidance of doubt, 'twist and go' EAPCs are ineligible for cover under this policy unless the throttle is only capable of operation in 'walk mode'.
- You must understand that the cover purchased is for the insured policyholder only, and that any bicycles covered are those owned by, or the legal responsibility of, the named policyholder and ridden by the named policyholder or ridden by a **family member** of the named policyholder.

- You must understand that cover under Cover Sections 1 (Personal Accident) and 3 (Personal Liability) is for the named policyholder only and does not apply to **family members** of the named policyholder.
- You own the **bike**, or are legally responsible for it under a hire, salary sacrifice (cycle to work) or finance agreement, at the time your policy is purchased.
- There is no existing damage to the **bike** or **accessories** at the time your policy is purchased.
- You must understand that if you insure multiple **bikes** with us that only one **bike** is covered if left **unattended** either within or attached to a motor vehicle.

Unless we state otherwise in writing we will not provide any cover if you do not meet these eligibility requirements at the start date of your policy. Please contact Pedalsure as soon as possible if you are not eligible for this insurance, if a change in circumstances means that you no longer meet these eligibility requirements or if you have any queries. Their contact details are under 'Important Information about Pedalsure' at the start of this Policy Document.

Your Responsibility

You must take reasonable care to:

- Supply accurate and complete answers to all the questions Pedalsure may ask as part of your application for cover under the policy.
- Make sure that all information supplied as part of your application for cover is true and correct.
- Tell Pedalsure of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions Pedalsure asks when you take out, make changes to or renew your policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

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

Our Right to Change the Cover or Price

If we change the terms of cover or price of your policy, it will only be done at your next annual renewal date where all changes will be communicated to you in writing.

At renewal we may increase your **sum insured** to reflect changes in the cost of replacing your **bike** new. We will show the new **sum insured** and premium in your renewal invitation, and you can ask us to change it.

Cover Section 1

Personal Accident

This cover section only applies if you have paid the required premium and the cover is shown on your Policy Schedule.

There are some Special Conditions relating to claims under this cover section which are listed at the end of this cover section. Please read these carefully.

You are only covered for **temporary total disablement** (loss of earnings) if you have selected this cover and have paid the additional premium required.

PLEASE NOTE: if you have paid the required premium and the cover is shown on your Policy Schedule, this cover section applies only to you, the named policyholder, and does not apply to your **family members**.

What are the benefits?

TABLE OF BENEFITS				
		BRONZE	**SILVER**	**GOLD**
1	**Accidental death**	£10,000	£25,000	£50,000
2	**Loss of sight** in one or both eyes	£10,000	£25,000	£50,000
3	**Loss of limb(s)**	£10,000	£25,000	£50,000
4	**Loss of use** of a shoulder, elbow, wrist, hip, knee or ankle	£7,000	£15,000	£30,000
5	**Permanent total disablement**	£10,000	£25,000	£50,000
6	**Quadriplegia**	£10,000	£25,000	£50,000
7	**Paraplegia**	£10,000	£25,000	£50,000
8	**Loss of hearing** in both ears	£10,000	£20,000	£30,000
9	**Loss of hearing** in one ear	£2,500	£5,000	£10,000
10	**Loss of speech**	£5,000	£10,000	£20,000
11	**Out of pocket expenses** following **bodily injury**	Up to £200	Up to £300	Up to £500
12	In-patient **hospitalisation** benefit for each 24-hour period, for up to 30 days	£50	£50	£50
13	Physiotherapy sessions following **bodily injury**	Up to £500	Up to £750	Up to £1,000
14	Broken bones – skull (excluding nose & teeth) or shoulder (being the scapula and/or clavicle)	£500	£1,250	£2,000
15	Broken bones – arm (humerus or ulna or radius) or leg (femur or patella or tibia or fibula)	£250	£500	£750
16	**Dental treatment**	Up to £500	Up to £750	Up to £1,250
17	**Temporary total disablement** (loss of earnings) (if cover selected)	Up to the amount shown on your Policy Schedule	Up to the amount shown on your Policy Schedule	Up to the amount shown on your Policy Schedule

What is covered?

We will pay the benefit shown in the table of benefits above if during the **period of insurance** and whilst riding on, mounting onto or dismounting from, your **bike**, you suffer **bodily injury** following an **accident** within the **territorial limits** which, within 12 months of the date of the **accident**, results in any of the following:

1. **Accidental death**
2. **Loss of sight** in one or both eyes
3. **Loss of limb(s)**
4. **Loss of use** of a shoulder, elbow, wrist, hip, knee or ankle
5. **Permanent total disablement**
6. **Quadriplegia**
7. **Paraplegia**
8. **Loss of hearing** in both ears
9. **Loss of hearing** in one ear
10. **Loss of speech**
11. **Out of pocket expenses**
12. **Hospitalisation** for at least 24 hours
13. **Physiotherapy** costs incurred within 52 weeks from the date of an **accident**
14. **Broken bones** as specified in the table of benefits above
15. **Dental treatment**
16. **Temporary total disablement** (loss of earnings). We will pay the benefit shown in your **Policy Schedule** for each week of your **temporary total disablement**, for up to 52 weeks from the date of the **accident**. However, no benefit is payable during the **excess period**. The maximum weekly benefit payable will be 75% of your **average weekly wage** after deductions.

Benefits under this section will be payable to you or your legal personal representative.

What is not covered - the Exclusions

Please note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found in the 'General Exclusions' section of this Policy Document.

If you make a valid claim for **temporary total disablement** (loss of earnings) under this insurance, we will not pay any benefit for the first 14 days of your **temporary total disablement**. We call this period the **excess period** in this Policy Document.

We will not pay any claims for death, **bodily injury**, disability or expenses if such death, **bodily injury**, disability or expense does not occur within 12 months of the **accident**.

We will not pay any claims for death, **bodily injury**, disability or expenses directly or indirectly caused or contributed to by, or resulting from, the following:

1. Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression.
2. Your participation in a criminal act.
3. Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown on your Policy Schedule.
4. You being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs.
5. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.
6. Any **pre-existing medical condition**.
7. Any injury which has arisen from, or is traceable to or is caused by, any gradually developing bodily deterioration.
8. Your failure to follow medical advice.
9. Osteoporosis.
10. Your use of the **bike** for business purposes or professional racing (other than time trials).
11. Your use of the **bike** to participate in stunts or the use of equipment designed for undertaking stunts.

Special conditions relating to claims

The following conditions apply to claims for benefits 1-10 listed in the Table of Benefits in this cover section:

1. We will only pay one benefit in relation to any **accident**. However, where you suffer **bodily injury** which results in a claim being paid for any of the benefits 2-10 listed in the Table of Benefits in this cover section and you subsequently die during the 12 months following and as a result of the same **accident**, then in addition to the benefit already paid to you we will pay to your legal personal representative any difference between the amount of benefit already paid and the amount of the benefit payable for **accidental death** shown in the Table of Benefits in this cover section.
2. If we have made any payments to you for **temporary total disablement** (loss of earnings) we will not deduct the amount of these payments from any other benefit we later pay in relation to the same **accident**.

Cover Section 2

The Bike

This cover section only applies if you have paid the required premium and the cover is shown on your Policy Schedule.

The cover provided under Cover Section 2A depends on the **cover type** shown on your **Policy Schedule**. If it shows **Theft Only**, only paragraph 1 of Cover Section 2A applies. If it shows **Theft and Accidental Damage**, paragraphs 1 and 2 apply.

For a claim to be successful under this Cover Section 2 (The Bike), the relevant security requirements set out in 'Security requirements we need you to comply with' above must have been complied with.

Your **accessories** and **personal possessions** are only covered under Cover Section 2A below if you have chosen to cover them and have paid the additional premium required.

If you have multiple **bikes** insured with us only one **bike** will be covered for **theft** whilst in or attached to an **unattended** vehicle.

A. Theft and, where shown, Accidental Damage & Malicious Damage

What is covered?

1. Theft – all cover types

We will at our sole discretion repair or replace, or pay the cost of repairing or replacing, your **bike**, **accessories**, **bike box** or **personal possessions** following their **theft** during the **period of insurance** and within the **territorial limits**, up to the **sum insured** shown on your **Policy Schedule**.

2. Accidental damage and malicious damage – Theft and Accidental Damage cover type only

Where your **Policy Schedule** shows **Theft and Accidental Damage**, we will at our sole discretion repair or replace, or pay the cost of repairing or replacing, your **bike**, **accessories**, **bike box** or **personal possessions** following **accidental damage** or **malicious damage** to them during the **period of insurance** and within the **territorial limits**, up to the **sum insured** shown on your **Policy Schedule**.

If you change from **Theft Only** to **Theft and Accidental Damage** during the **period of insurance**, paragraph 2 only applies from the date set out under 'Changing your cover type' in the 'Your Insurance Contract' section.

Where your **Policy Schedule** shows **Theft Only**, paragraph 2 does not apply and there is no cover for **accidental damage** or **malicious damage**, including damage caused during a **theft** or attempted **theft**.

What is not covered - the Exclusions

Please note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found in the 'General Exclusions' section of this Policy Document.

The following items are not covered under this cover section:

1. Any **bike** with a **value** over £15,000, more than five **bikes**, or **bikes** with a total **value** over £30,000, unless we have agreed in writing to provide cover and this is shown as an **endorsement** on your **Policy Schedule**.
2. The amount of the **policy excess** shown in your Policy Schedule.
3. Any **bike** not specified on your Policy Schedule.
4. Theft of, or damage to, **valuables** or **money**.
5. Any claim where you cannot provide us with **evidence of ownership**.
6. **Theft** or **malicious damage** to your **bike** whilst stored within a boat, narrow boat or **watercraft**.
7. **Theft** of more than one **bike** that is being stored or transported within a vehicle.
8. **Theft** when the **bike** is locked to an **immovable object** by an **approved lock** unless the key and a receipt for the purchase of the **approved lock** demonstrating the make and model or the remains of the **approved lock** are provided in support of any claim.
9. **Theft** when your **bike** is secured by a lock which is only approved for use with a **bike** with a lower **sum insured** than your **bike**.
10. **Theft** or **malicious damage** if the **bike** has been left away from the **insured location** for more than 12 hours or 24 hours if left at your place of employment or in a cycle rack within a railway station.
11. **Unexplained theft**, or any loss, mislaying or disappearance which is not **theft**.
12. Any wheels or tyres unless they have been secured to the frame or an **immovable object** by an **approved lock**, removable parts that are not essential to the operation of the **bike**, **bike box**es, **accessories** or **personal possessions** unless the **bike** is stolen at the same time or, where your

Policy Schedule shows **Theft and Accidental Damage**, the **bike** suffers **accidental damage** at the same time.

13. **Theft** or **accidental damage** while the **bike** is used, ridden, hired or loaned by you to any other person, other than a **family member**.
14. Any **personal possessions** or **bike box**es stolen from the **insured location**.
15. Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown as included on your Policy Schedule.
16. **Theft** when using the **bike** for hire, reward, courier services or the carriage of paying passengers.
17. **Accidental damage** when using the **bike** to perform stunts or whilst using equipment designed for undertaking stunts.
18. **Theft** or **accidental damage** whilst in transit with an airline unless the **bike** is securely packaged in a rigid or hard **bike box** and a luggage receipt is obtained from the airline. For the avoidance of doubt, fabric **bike** bags are not classed as a **bike box**.
19. **Theft** or **accidental damage** whilst in transit with a courier or other delivery service.
20. Marking, scratching, denting or any cosmetic change which does not impair the function and performance of the **bike**.
21. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination.
22. Change in colour or finish, dust, chemical action or reaction.
23. Failure to use or maintain the **bike** in accordance with the manufacturer's instructions.
24. Faulty or defective design materials or workmanship or latent defect and defects in operation.
25. Any damage to your **bike** caused by or occurring during the process of:
    (a) cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing;
    (b) chewing, scratching, tearing or fouling by your domestic animals;
    (c) rot, fungus, insects or vermin;
    (d) any gradual deterioration or wear and tear;
    (e) arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming;

(f) mechanical or electrical breakdown or failure.

26. **Theft** of or damage to any **bike** used for the purpose of business, trade, profession or employment (other than commuting) unless subject to our specific agreement.

27. Loss arising from the cost of remaking any film, disc or tape or the value of any information held on it

28. **Theft** of or damage to documents.

29. Property more specifically insured by any other policy.

30. Existing damage at the time your policy is purchased or, for **accidental damage** and **malicious damage**, at the time that cover starts.

31. **Theft** or loss where you, a **family member** or anyone acting for you voluntarily parted with the property, including where persuaded to do so by deception (for example a test ride, a sale arranged online or in person, or a payment that is false, reversed or not received).

32. **Theft** by, or with the involvement of, you, a **family member**, or any person to whom the property was lent, hired or entrusted.

33. **Theft** where the key to the **approved lock** was left in, on or with the lock or the **bike**, or the **approved lock** was not locked.

34. **Theft** of an electric **bike** battery, charger, or removable display or control unit, unless: (a) the **bike** was stolen at the same time; or (b) the battery was locked to the **bike** by its integral lock and there is visible evidence of forced removal.

35. **Theft** from the **insured location** while it has been **unoccupied** for more than 30 consecutive days.

36. **Theft** of any property to which you do not have good title, including property seized by the police or returned to a person with a better title.

37. Where your **Policy Schedule** shows **Theft Only**, **accidental damage** or **malicious damage** to your **bike**, **accessories**, **bike box** or **personal possessions**, including damage caused during a **theft** or attempted **theft**.

B. Replacement Bike Hire

What is covered?

In the event of:

1. **Theft**, **accidental damage** or **malicious damage** to or of your **bike** which results in a claim being paid under Cover Section 2A above; or
2. Where your **Policy Schedule** shows **Theft and Accidental Damage**, your **bike** failing to arrive at a destination outside the United Kingdom due to a delay by an airline,

we will reimburse you up to £500 in any one **period of insurance** for the reasonable cost of the hire of a replacement **bike** of an equivalent specification to your own **bike** within the **territorial limits** from a recognised reputable **bike** dealer whilst awaiting repair or replacement of your **bike** when the subject of an approved claim.

What is not covered - the Exclusions

Please note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found in the 'General Exclusions' section of this Policy Document.

The following items are not covered under this cover section:

1. Any costs of hire which have not been agreed by the **claims administrator**.
2. Any hire where prior authorisation has not been obtained from the **claims administrator**.
3. Where the costs of hire are greater than through a recognised reputable **bike** dealer.
4. Where the costs of hire are in excess of the **bike value** or repair costs.
5. Where evidence of expenditure cannot be provided.
6. Any costs incurred by anyone other than you.

Cover Section 3

Personal Liability

This cover section only applies if the required additional premium has been paid and the cover is shown on your Policy Schedule.

PLEASE NOTE: if you have paid the required premium and the cover is shown on your Policy Schedule, this cover section applies only to you, the named policyholder, and does not apply to your **family members**.

What is covered?

We will pay up to the amount shown in the **Policy Schedule** (including costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause within the **territorial limits** that you become legally liable to pay as compensation (including claimants' costs and expenses) occurring during the **period of insurance** arising from the use of any **bike** for:

1. Accidental death, bodily injury or illness of any person; or
2. Accidental damage to material property not belonging to you or in your custody or control.

What Is not covered – the Exclusions

Please note: There are General Exclusions which apply to all sections of cover under this policy, as well as the specific exclusions for each section of cover. The General Exclusions can be found in the 'General Exclusions' section of this Policy Document.

Your legal liability to pay compensation or costs arising from any of the following are not covered under this cover section:

1. Any business, trade, profession or employment.

2. The transmission of any contagious disease or virus.

3. Any action for damages brought in a court outside the **territorial limits**.

4. Bodily injury to any member of your family or to any employee.

5. Accidental loss of or damage to property belonging to or in the care, custody or control of you or any member of your family or of an employee.

6. The ownership, possession or use of any mechanically propelled vehicle (other than a **bike**).

7. Any liability arising out of the use of a **bike** in the USA or Canada.

8. Any punitive, exemplary or aggravated damages awarded against you.

9. Any **accident** whilst the **bike** is being used in **competition** unless the required additional premium has been paid and the cover is shown on your **Policy Schedule**.

10. Any use of the **bike** to participate in any stunts.

11. Any liability arising from your failure to use or maintain the **bike** in accordance with the manufacturer's instructions, including (without limitation), the use of incompatible parts, accessories or components.

General Exclusions

As well as the specific exclusions for each section of cover under this policy, the following General Exclusions apply to all sections of cover under this policy.

This policy does not cover:

1. Any **accidental damage**, **malicious damage** or **theft**, or any expense or any legal liability of any nature, directly or indirectly caused or contributed to by, or happening through or in consequence of:

   (a) 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;

   (b) Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;

   (c) Radiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter; or

   (d) Electronic data including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

   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; and

"Electronic Data" shall mean facts, concepts and information stored to form usable 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.

2. Any liability in excess of the **sum insured**, or **value**, whichever is the lesser.

3. Any liability unless directly resulting from your ownership or use of a **bike**.

4. Any additional claims costs resulting from supply of a **bike** from outside the United Kingdom, when items are available in the United Kingdom or delivery is required to addresses outside the United Kingdom.

5. Any claim arising out of using your **bike** in connection with a profession, business or occupation (other than commuting).

General Conditions

These General Conditions apply to the whole of this insurance policy. Where these conditions require your compliance, you must comply with them to have the full protection of your policy.

If you do not comply with these conditions, we may reject a claim payment or a claim payment could be reduced. In some circumstances, your policy may be cancelled.

1. Reinstatement of cover

If a claim under this policy results in our offering you a replacement **bike** or cash payment equivalent to your policy limit, we will reinstate cover for your replacement **bike** if you wish us to do so until your next annual renewal date providing you are in agreement to pay additional premium to us which will be calculated based upon our pricing methodology after payment of your claim.

If the value of your replacement **bike** is higher than the **bike** you originally insured under this policy you will be asked to pay the proportionate additional premium. You have the right not to purchase the reinstated cover.

Following a claim we reserve the right to decline cover under the terms and conditions of this policy or apply special terms at the next annual renewal date.

2. Amendments

Mid-term amendments to your policy are subject to payment of any additional cost of cover and, when made by telephone or post, an administration fee of £10 will apply. If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that **period of insurance**. If you have already paid all your instalments, you must immediately pay any extra premium when it is due. If we owe you any return of premium, the amount we owe may be taken off the instalments due for the remaining **period of insurance**.

3. Subrogation

In the event that a third party is deemed liable for part or all of any claim, we may exercise our right of subrogation. You must, at our request and our expense, agree to and permit us to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right.

You must 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

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

5. Transferring Your Policy

This insurance cannot be transferred to anyone else unless you inform us in writing and receive confirmation that your request is acceptable to us.

6. Governing Law

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

7. Fraud

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

(a) deliberately or recklessly gives us false or incomplete answers to the questions we ask when you apply for, renew or change your policy;

(b) makes a statement to us or anyone acting on our behalf, knowing the statement to be false;

(c) sends us or anyone acting on our behalf a document, knowing the document to be forged or false;

(d) makes a claim under the policy, knowing the claim to be false or fraudulent in any way;

(e) makes a claim for any loss or damage you caused deliberately or with your knowledge; or

(f) if your claim is in any way dishonest or exaggerated,

we will not pay the claim or any claim for an event after the fraudulent act; we may recover from you any amount we have already paid for that claim; we will not return any premium to you; and we may cancel your policy from the date of the fraudulent act or, where (a) applies, treat it as if it had never existed. We may also take legal action against you and inform the appropriate authorities.

8. Reasonable care

You must:

(a) Take reasonable steps to prevent **accident** or injury and to protect your **bike**, **accessories** and **personal possessions** against **theft** or damage; and

(b) Keep any **bike** insured under this policy in good condition and repair.

If you make a claim under this policy and we determine that the loss or damage, cost or expense otherwise payable under this policy has been caused or adversely affected directly by your failure to comply with this condition we may refuse to pay the claim or reduce the amount of any payment we make for the claim.

Making A Claim

This section tells you how to make a claim under this policy.

To make a claim under this policy, please visit Pedalsure's website at www.pedalsure.com, login to your dashboard using your account details and follow the steps to make a claim.

If you're unable to login to your dashboard please send an email to claims@pedalsure.com or phone Pedalsure on 0800 888 6745

Calls may be recorded for training, compliance and fraud prevention purposes.

Conditions Applying To Claims

A. Claims

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them we may at our option cancel the policy, refuse to deal with a claim, or reduce the amount of any claim payment.

1. Accident and bodily injury

If you suffer a **bodily injury** as a result of an **accident** whilst riding on, mounting onto or dismounting from your **bike** you should contact us as soon as possible but in any event within 28 days of the **accident**.

We will:

(a) Take details of the **accident** and **bodily injury**; and

(b) Where necessary, arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of the **claims administrator**'s own claims staff or an independent loss adjuster.

2. Informing the police

If **theft** or **malicious damage** is suspected, you must inform the police as soon as possible and obtain a crime reference number. You must notify Pedalsure of any claim under Cover Section 2 (The Bike) within 30 days of discovering the **theft** or damage. If you do not, and the delay prejudices our ability to investigate the claim or recover the property, we may refuse or reduce the claim.

We will:

(a) Take details of the loss;

(b) Arrange for an approved tradesperson to provide us with an estimate to repair or replace the **bike**;

(c) Instruct an approved supplier to contact you and

(d) Where necessary, arrange for someone to call or contact you by phone as soon as possible to discuss your claim. This person may be one of the **claims administrator**'s own claims staff or an independent loss adjuster.

3. What you must do after making your claim

After making a claim you must:

(a) Tell us and provide full details in writing as soon as possible if someone is holding you responsible for damage to their property or **bodily injury** to them and send to us any writ, summons, letter of claim or other documents.

(b) If requested, send written details of your claim to us within 30 days.

(c) Supply at your own expense all supporting information, **evidence of ownership** and proofs which we may require. We may request an inspection of the damaged **bike**.

(d) As soon as possible after the occurrence of any **bodily injury**, you must obtain and follow the advice of a **doctor**.

(e) If requested, you must arrange for all medical records, notes and correspondence relating to the claim or related **pre-existing medical condition** to be made available to a medical adviser appointed by us at our expense. You must agree to a medical examination, which we will pay for, at our request.

4. What you must not do after making a claim

After making a claim you must not:

(a) Admit or deny any claim made by someone else against you or make any agreement with them. We have the right to negotiate, settle or defend any such claim in your name and on your behalf and take possession of the property insured and deal with salvage. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy.

(b) Abandon any property to us.

(c) Dispose of damaged items as we may need to see them.

5. Basis of claims settlement

(a) We may arrange for any **bike**, cycling related **personal possessions** or **accessories** which have been lost or damaged to be repaired or replaced by a specialist dealer of our choice

who will invoice us directly for the repairs or replacement. We may however ask you to obtain terms from a reputable supplier of your choice that is prepared to invoice us directly for the items which have been lost or damaged then we agree to pay the supplier you have chosen. We reserve the right to benefit from any discount or special terms obtained from the supplier selected.

(b) We may agree to pay you the amount of your claim less any **policy excess** and subject to the sums insured shown in your Policy Schedule. If we do not replace or repair the **bike**, we will pay for the loss or damage in cash.

(c) We reserve the right to take and keep possession of any **bike**, **personal possessions** or **accessories** which are the subject of a claim and treat these as salvage and dispose of these in any way we see fit.

(d) If you have been paying your premium by instalments, any unpaid premium for the remainder of your **period of insurance** may, at our discretion, be deducted from the claim amount paid to you.

(e) For claims for **temporary total disablement** (loss of earnings):

(i) Benefits will only be payable in respect of complete days of **temporary total disablement**;

(ii) Odd days of benefit will be payable at one seventh of the weekly benefit;

(iii) if your premium is paid in instalments you must continue to pay the premium as stated in your Policy Schedule;

(iv) All **temporary total disablement** (loss of earnings) benefits shall cease upon your death.

(f) Claims under Cover Section 2 (The Bike) are settled on a new-for-old basis. Where we replace an item, or pay you the cost of replacing it, we will use a new item of the same make and model or, if that is not available, of equivalent specification, and we will not make any deduction for wear and tear or depreciation. The most we will pay is the **sum insured** shown on your **Policy Schedule**, less any **policy excess**, subject to General Condition 4 (Under insurance).

B. Other Insurance

If at the time of any claim covered under this policy, you have any other insurance or guarantee which covers the same **theft**, **accidental damage**, loss or damage, we will only pay a proportionate share of the claim.

You must give us any help or information we may need to assist us with our loss recoveries.

In respect of Personal Liability cover under Cover Section 3 (Personal Liability) of this policy, no cover is available under this insurance if you have cover or indemnity from any other source.

Cancellation Of The Policy

This section tells you how your policy may be cancelled. .

Your Cancellation Rights

Please contact Pedalsure if you wish to cancel your policy. Their contact details are shown under 'Important Information about Pedalsure' at the start of this Policy Document

If you decide that for any reason, this policy does not meet your insurance needs then please contact Pedalsure within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, your premium will be refunded.

You can also cancel your policy at any time after the first 14 days from the start of this insurance or receipt of the policy documents, whichever the later. On the condition that no claims have been made or are pending, we will refund that part of the premium which applies to the remaining **period of insurance**, less an administration fee of up to £20.00 to reflect the costs of arranging and cancelling the policy.

If any gifts have been provided with your policy, we reserve the right to reduce your refund amount to reflect the retail value of any gifts supplied with your policy at the point at which they were supplied to you.

The Insurers' Cancellation Rights

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

(a) Where we reasonably suspect fraud

(b) Non-payment of premium

(c) Threatening and abusive behaviour

(d) Non-compliance with policy terms and conditions

(e) You have not taken reasonable care to provide accurate and complete answers to the questions Pedalsure asked.

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

Where our investigations provide evidence of fraud, or of a deliberate or reckless misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided Pedalsure with the false information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium, except to the extent that this would be unfair to you.

Where you made a careless misrepresentation (one that was not deliberate or reckless): (i) if we would not have provided the insurance on any terms, we may treat the policy as if it had never existed, refuse all claims and return the premium you have paid; (ii) if we would have provided the insurance on different terms (other than premium), we may treat the policy as if it had included those terms from the start; and (iii) if we would have charged a higher premium, we may reduce any claim payment in proportion to the premium you paid compared with the premium we would have charged.

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

Renewing Your Policy

This section tells you how your policy may be renewed at the end of its term.

We are not obliged to renew your insurance. If we are able to offer renewal, Pedalsure will contact you 30 days before your current **period of insurance** ends with an email which will outline your renewal invitation and new policy details. They will also tell you about any changes to the premium or the policy terms and conditions.

This will give you the opportunity to decline the renewal invitation or the policy will automatically renew on the expiry of the ending policy. You will be issued with a new **Policy Schedule** and Policy Document.

If any of your personal details have changed, please tell Pedalsure. Pedalsure's contact details are shown under 'Important Information about Pedalsure' at the start of this Policy Document.

How To Make A Complaint

This section tells you how to make a complaint in relation to your policy.

Complaints relating to customer service

If at any time you feel that you have not been provided with the level of service you expected, please let us or Pedalsure know either by phone or email or if you wish to make a formal complaint please email us at complaints@pedalsure.com or write to:

Complaints department

Pedalsure No. 3 Limited
Suite 3 Dukes House
4-6 High Street
Windsor
SL4 1LD
Tel 0800 888 6745

If more than 8 weeks from the date of your complaint has passed and you haven't received a final response, or you are dissatisfied with the final response you have received (at any stage of the process) you can refer your complaint to the Financial Ombudsman Service (contact details are shown below).

The Financial Ombudsman Service (FOS),
Exchange Tower, London E14 9SR

Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)

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

Web: www.financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Complaints relating to your cover

If your complaint relates to a claim or to the terms of the policy your complaint will be referred to the Insurers below. You may also contact these insurers directly.

Dukes House Insurance, Suites 1 & 2, Block A, Hirzel Court, Hirzel Street, St. Peter Port, Guernsey, GY1 2NN

Email: cservice@Pedalsure.com

In all correspondence please state that your insurance is provided by Dukes House Insurance Limited and quote your policy reference number

We will investigate your complaint and issue a final response letter. If you are not satisfied with our final response to your complaint or if your complaint is not resolved within 3 months, you can refer your complaint to the Channel Islands Financial Ombudsman (CIFO). You must contact CIFO about your complaint within six (6) months of our final response, or CIFO may not be able to review your complaint.

You must also contact CIFO within 6 months of the event complained about or (if later) 2 years of when you could reasonably have expected to become aware that you had a reason to complain

Channel Islands Financial Ombudsman (CIFO)
P O Box 114
Jersey, Channel Islands
JE4 9QG

Tel: +44 (0) 1481 722218

Email: enquiries@ci-fo.org

www.ci-fo.org

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

Please Note: These complaints procedures do not affect your right to take legal action if you need to.

Legal, Regulatory & Other Information

PRIVACY NOTICE

Please note that by purchasing a policy you are also agreeing to Pedalsure's Privacy Policy. This can be accessed on Pedalsure's website here:

https://www.pedalsure.com/policy-information.

We are Dukes House Insurance Limited and Pro MGA Solutions Ltd referred to as "we/us/our" in this notice. Dukes House Insurance Limited is registered with the Office of the Data Protection Authority in Guernsey under reference 61926. Pro MGA Solutions Ltd is registered with the Information Commissioner Office in the UK under reference ZA264448.

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

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

Why do we process your data?

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

What information do we collect about you?

Where you have purchased an insurance policy through Pedalsure, you will be aware of the information that you gave to them when taking out the insurance. Pedalsure will pass your information to us so that we can administer your 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 (a) for administering your insurance policy; or (b) to prevent and detect an unlawful act (e.g. fraud).

Definitions

This section sets out the meaning of each of the following words and phrases used in this document.

Whenever the following words or expressions appear in bold in this Policy Document or in your Policy Schedule, they have the meaning given below.

"Accessories" - Equipment added and fixed to the frame and which are not essential to the **bike**'s operation including panniers, GPS computers, saddlebags, mudguards, lights, trailers and passenger carrying trailers.

"Accident" - A single and sudden, unexpected, unusual, specific event directly arising from your use of a **bike**, external to the body, that happens by chance and could not have been expected, which causes visible and violent **bodily injury** that happens at an identifiable time and place during the **period of insurance**. It includes being exposed to severe or exceptional weather conditions.

"Accidental damage" - Sudden, unforeseen and unintentional damage to the **bike** or possessions specified in your Policy Schedule.

"Accidental death" – Death which occurs solely as a result of an **accident** and within 12 months of the date of the **accident**.

"Approved lock" - A lock appropriate to the **sum insured** of the **bike** which is:

(a) specified in the Master Locksmiths Association 'Sold Secure' list of cycle locks; or

(b) a Thatcham approved motorcycle lock; or

(c) any other specified lock accepted by us in writing,

provided that: (i) **bikes** with a **sum insured** of £1,000 or under require a Silver or Gold rated Sold Secure lock or a Thatcham approved motorcycle lock and (ii) **bikes** with a **sum insured** of more than £1,000 require a Gold rated Sold Secure lock or a Thatcham approved motorcycle lock.

Any auxiliary or supplementary cable supplied with, or used alongside, an **approved lock** is not an **approved lock**.

"Approved lock list" – The document titled "Approved Lock List" available on the "Policy Details" page of Pedalsure's website (at the following URL: https://www.pedalsure.com/policy-information) which relates to your policy and which was supplied to you upon purchase.

"Approved shed" – A metal bicycle shed that has 'Secured by Design' (SBD) accreditation.

"Average weekly wage" - Your total net basic annual salary at the date an insured **accident** occurs including payments for commission and overtime but excluding income received as bonuses divided by fifty-two (52) or, if you are paid weekly, your average net basic weekly wage for the thirteen weeks prior to the **accident**.

"Bike" - Any cycle including tricycle, tandem, trailer cycle, push scooter or cargo cycle powered by human pedalling and/or battery (and which is, for the purpose of Cover Section 2 (The Bike) only, specified on your **Policy Schedule**), excluding:

(a) ePeds, iPeds or cycles of similar moped like appearance;

(b) any cycle which is subject to the requirements of the Road Traffic Act;

(c) any electric bike that does not constitute an 'electrically assisted pedal cycle' (EAPC) or is otherwise treated as a motor vehicle under current government laws and regulations. For the avoidance of doubt, 'twist and go' EAPCs are ineligible for cover under this policy unless the throttle is only capable of operation in 'walk mode'.

"Bike box" - Luggage developed specifically for the carriage of a **bike** or **bike** wheels, either owned by you or in your care, custody or control for the carriage of your own **bike**. This must be a Hard or Rigid cased luggage Bike Box. For the avoidance of doubt, fabric **bike** bags are not classed as a **bike box**.

"Bodily injury" - Identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury) which results in your death or disability within 12 months of the date of the **accident**.

"Claims administrator" - The companies who will handle any claims on our behalf. These are (a) Roger Rich and Co for claims under Cover Sections 1 (Personal Accident) and 3 (Personal Liability) of this insurance; and (b) Pedalsure No. 3 Limited for claims under Cover Section 2 (The Bike) of this insurance.

"Competition" - An organised cycling or triathlon event from which a winner is selected. Personal Accident Cover under Cover Section 1 of this insurance will be extended to the swim and run segments as well as the cycle segment for triathlon events.

"Cover type" – The basis of cover under Cover Section 2 (The Bike) shown on your **Policy Schedule**, being either **Theft Only** or **Theft and Accidental Damage**.

"Dental treatment" - Emergency **dental treatment** for the immediate relief of pain (to natural teeth or existing bridges or caps only) as a result of an **accident** and for which treatment has started within 48 hours of the **accident**.

"Doctor" – A medical practitioner, specialist or consultant who is legally qualified, licensed and registered in the UK with the General Medical Council and is not a member of your family or employed by you in any capacity.

"Endorsement(s)" - A change to the terms of the policy as shown under the heading "Endorsements" in your Policy Schedule.

"Excess period" – The first 14 days of any period of **temporary total disablement**, during which we will not pay any benefit under this insurance.

"Evidence of ownership" – An original purchase receipt showing the date, price paid, details of the **bike** and the name and address of the seller, or other evidence which clearly demonstrates ownership and proof of purchase or, where you hold the **bike** under a hire, salary sacrifice (cycle to work) or finance agreement, a copy of that agreement showing the **bike** and its value.

"Family member" – In respect of the named policyholder, your parent, spouse, partner, son, daughter, brother or sister who permanently live with you at the **insured location**.

"Forcible and/or violent entry or exit" -

(a) Entry or exit evidenced by visible damage to the fabric of the building or vehicle at the point of entry or exit.

(b) Damage caused to an **immovable object** or **approved lock**.

"Hospital"- Any establishment which is registered or licensed as a medical or surgical hospital and cares for injured or sick people under the supervision of **doctor**s.

"Hospitalisation" - Staying in a **hospital** for at least 24 hours as an inpatient when this is considered to be necessary by a **doctor**.

"Immovable object" –

(a) Any solid object fixed in or on to concrete or stone which is not capable of being undone, removed with, or lifted under/over the **bike**.

(b) A properly fixed motor vehicle roof rack or properly fixed vehicle bicycle rack.

(c) A bicycle rack at and supplied by the train station expressly for the purpose of securing bicycles and within the jurisdiction of the British Transport Police or equivalent policing authority.

"Insured location" – The area contained within the exterior walls of:

(a) The address as stated on your **Policy Schedule** where the **bike** is usually kept; and

(b) Whilst your **bike** is kept at any temporary residence such as a holiday cottage, holiday home, guest house, hotel or similar, such other address, provided your **bike** is kept for a maximum period of 30 days at any one time during the **period of insurance** at that address,

in either case, including the area contained within the exterior walls of any garage, outbuilding or shed located within the boundaries of the relevant address.

Any other address that you live at for more than 30 days during the **period of insurance** may be covered provided you advise us and we agree to provide cover by issuing you with an **endorsement** to your policy. Nothing herein shall serve to vary the security requirements, and terms and conditions attaching to Cover Section 2 (The Bike) of this policy which will continue to apply.

"Loss of hearing" - Permanent, total and irrecoverable loss of hearing.

"Loss of limb(s)" - The permanent physical loss of a hand at or above the wrist, or of a foot at or above the ankle, or the permanent and total **loss of use** of a hand, arm, foot or leg. This definition applies equally to loss of one limb or loss of two or more limbs.

"Loss of sight" - The permanent and total **loss of sight** which we consider as having happened:

(a) in both eyes, if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or

(b) in one eye if, on the authority of a fully qualified ophthalmic specialist after correction, the degree of sight you have left in that eye is 3/60 or less on the Snellen Scale (meaning you can see at three feet what you should be able to see at 60 feet).

"Loss of speech" - Permanent, total and irrecoverable **loss of speech**.

"Loss of use" – Permanent and total **loss of use**, where the condition is irreversible even following surgery.

"Malicious damage" – Intentional damage caused by someone other than you.

"Money" - Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, **money** orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic **money** cards.

"Out of pocket expenses" – Additional cost of transport, medical care, nursing care, childcare, medication and medical aids and equipment.

"Paraplegia" - Permanent and entire paralysis of both legs.

"Period of insurance" - The period for which this insurance is valid as stated in your Policy Schedule.

"Permanent total disablement" - This has different meanings, as shown below, dependent on your age and whether or not you are in paid employment:

(a) If you are in any form of paid employment, "permanent total disablement" means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that you are unable to do the material and substantial duties of your occupation ever again. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of your occupation that cannot reasonably be omitted or modified. Your occupation means your trade, profession or type of work you do for profit or pay. It is not a specific job with any particular employer and is irrespective of location and availability. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends or you expect to retire.

(b) If you are not in any form of paid employment, "permanent total disablement" means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that you are unable to continue your education and/or will be unable ever to complete the material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

(c) If you are aged 18 or under and are in any form of full-time education, "permanent total disablement" means:

Loss of physical or mental ability through **bodily injury** caused by an **accident**, and within 12 months of the **accident**, to the extent that you are unable to continue your education ever again, or will be unable ever to perform material and substantial duties of a clerical/administrative occupation. The material and substantial duties are those that are normally required for, and/or form a significant and integral part of, the performance of a clerical/administrative occupation that cannot reasonably be omitted or modified. A **doctor** must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends.

"Personal Possessions" - Clothes and articles worn, used or carried on the **bike** when it is not at the **insured location**. Examples of additional items which will be covered include sports equipment. Please note that we do not cover **valuables** as defined in this section.

"Policy Excess" – The amount you are required to pay as the first part of each and every claim under Section 2 of this insurance for **accidental damage**, **theft** or **malicious damage** to/of your **bike**. If any claim under this insurance relates to more than one of your **bikes**, a **policy excess** will be payable in respect of each **bike**. The **policy excess** may differ by **cover type** and is shown on your **Policy Schedule**.

"Policy Schedule" - The document (which may also be called your certificate of insurance) which names you as the insured person and sets out what this policy covers you for. It will confirm the **period of insurance**, the cover options and **cover type** you have chosen and the cover limits. Your **Policy Schedule** will be replaced whenever you make any changes to the policy.

"Pre-existing medical condition" - A physical or mental disability, or on-going or recurring medical condition, which you had, knew you were likely to have, or had symptoms of, before the start of the **period of insurance**.

"Privacy Policy" – together, the privacy notice of Dukes House Insurance Limited set out in the section titled 'Legal, Regulatory & Other Information' in this Policy Document and Pedalsure's privacy policy as described therein.

"Quadriplegia" - Permanent and total paralysis of both legs and both arms.

"Sum(s) insured" – The amount(s) set out in your Policy Schedule.

"Temporary total disablement" – Bodily injury following an **accident** which prevents you entirely from working in your usual profession, business or occupation.

"Terms and conditions" – the document titled "Terms & Conditions" setting out the terms and conditions of your use of Pedalsure's website available on the "Policy Details" page of Pedalsure's website and which relates to your policy.

"Territorial limits" –

(a) Anywhere in the United Kingdom , Channel Islands or Isle of Man; or

(b) Worldwide for up to 30 days during any one **period of insurance** provided you have paid the required additional premium and the cover is shown on your Policy Schedule. Please note that no cover is provided under Cover Section 3 (Personal Liability) for any liability arising out of use of a **bike** in the USA or Canada; or

(c) Worldwide for up to 60 days during any one **period of insurance** provided you have paid the required additional premium and the cover is shown on your Policy Schedule. Please note that no cover is provided under Cover Section 3 (Personal Liability) for any liability arising out of use of a **bike** in the USA or Canada.

"Theft" – The dishonest taking of the **bike**, **accessories**, **bike box** or **personal possessions** insured under Cover Section 2 (The Bike), by a person other than you or a **family member**, without your consent and with the intention of permanently depriving you of it.

"Theft and Accidental Damage" – The **cover type** under which Cover Section 2 (The Bike) covers **theft**, **accidental damage** and **malicious damage**, as set out in paragraphs 1 and 2 of Cover Section 2A.

“Theft Only” – The **cover type** under which Cover Section 2 (The Bike) covers **theft** only, as set out in paragraph 1 of Cover Section 2A.

“Unattended” - When the **bike** is not being used or held by you or an adult who is entrusted with its safe keeping.

“Unexplained theft” – A **theft** where you cannot establish the date, place and circumstances in which it happened.

“Unoccupied” – Not lived in overnight by you or a **family member**.

“Valuables” – Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars and watches, mobile phones, PDAs and MP3 players.

“Value/Valued” - The cost, at the date of the loss, of replacing the **bike** as new with one of the same make and model or, if not available, of equivalent specification.

“**Watercraft**” - A boat or other vessel that travels on water, including permanently sited Houseboats.