

Policy Wording



Contents

Cycle certificate of insurance	3
Policy definitions	5
What you are covered for	8
Section A: Accident Damage	8
Section B: Theft	9
Section C: Public Liability	10
Section D: Personal Accident	11
Section E: Road Rage	12
Section F: Replacement Cycle Hire Cover	12
Section G: Rehabilitation	12
How much we will pay	13
Security requirements	14
General exclusions	16
General conditions	18
How to claim	21
How to make a complaint	21

Velosure Policy Wording

Cycle Certificate of Insurance

This policy wording, the **schedule** and any **endorsements** form a legally binding contract of insurance between **you** and **us**, and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

This insurance covers liability, loss or damage that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

Please check that the contract is suitable for your needs.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

This insurance has been arranged by Velosure. Velosure is a registered trade mark of Lawshield UK Limited whose registered office is at, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire WA1 1RL. Authorised and regulated by the Financial Conduct Authority reference number 306793.

This insurance is underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London, EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Limited who are referred to as "**we/us/our**" for the purposes of this notice only **we** understand that **your** privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from **you** is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935.

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 **us** or one of **our** agents, **you** will be aware of the information that **you** gave to **us**/them when taking out the insurance. The agent will pass your information to **us** so that **we** can administer **your** insurance policy.

We have a legitimate interest to 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.

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk

Alternatively, you can write to **us** at:

Compliance Department
Lawshield UK Limited
1210 Centre Park Square,
Centre Park,
Warrington,
WA1 1RU

You may view the Data Protection policy of HCC International Insurance Company plc, the underwriters of this insurance by visiting <https://www.tmhcc.com/en/legal/privacy-policy> or contact:

The Data Protection Officer
TMHCC, 1 Aldgate, London, EC3N 1RE
DPO@tmhcc.com

This will provide **you** will full details of how they will use and manage your personal information.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of HCC International Insurance Company plc



Adrian Evans
Lawshield UK Limited

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are highlighted by the use of bold print.

Abandonment - when a **cycle** is left in a location other than the **insured location** for more than 24 consecutive hours.

Accident - a sudden and unexpected event which happens by chance during the **period of insurance**.

Accessories - any of the following where cover is shown in the **schedule**:

- a. equipment attached to **your cycle**
 - b. articles of specialist cycling, biathlon or triathlon clothing and headgear
 - c. luggage designed specifically for the carriage of **your cycle**
- which are **your** own property or for which **you** are legally responsible.

Approved Lock - a lock which, at the time of purchase by **you**, was specified in the Master Locksmiths Association (MLA) 'Sold Secure' list of cycle locks and which, at the time of the purchase by **you**, was appropriate to the **value of your cycle(s)** in accordance with the classification of locks determined by the MLA 'Sold Secure' list.

Approved lock security requirements appropriate to the cycle value:

- a. **value** equal to or under £1,500 requires a Bronze rated 'Sold Secure' lock
- b. **value** between £1,501 and £2,500 requires a Silver rated 'Sold Secure' lock
- c. **value** equal to or over £2,501 requires a Gold rated 'Sold Secure' lock.

Assault - a sudden, unexpected, physical assault caused by an unknown third party with deliberate intent to cause **bodily injury** at an identifiable time and place.

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

Cycle(s) - any bicycle, tricycle, tandem, trailer cycle or push scooter, powered by human pedalling and/or battery, which is not subject to the requirements of the Road Traffic Act, including all component parts that are required for the operation of the **cycle**, with an output not exceeding 250w/15.5mph.

Emergency Dental Treatment - emergency treatment to natural teeth within 7 days of an **assault**.

Endorsement(s) - any terms and conditions additional to this certificate of insurance and specified on the **schedule**.

Forcible and Violent Entry -

- a. entry evidenced by visible damage to the fabric of the building or vehicle at the point of entry
- b. damage caused to an **immovable object** or **approved lock**.

Frame - the main component of a **cycle** onto which wheels and other components are fitted.

Hospital - an establishment licensed for caring for and treating inpatients who are sick and injured, but not one that is primarily a clinic, nursing home, rest or convalescent home, and not a place to treat alcoholism or drug addiction.

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 **cycle**
- b. a properly fixed motor vehicle roof rack or properly fixed vehicle cycle rack
- c. at train stations, a cycle rack supplied by the train station expressly for the purpose of securing bikes, and within the jurisdiction of the transport police.

Insured Location - the location stated in the **schedule** where the **cycle** is usually kept which means:

- a. a house, including its privately accessed integral garage(s), which are built of brick, concrete or stone and roofed with slate, tiles or a multi layered roof
- b. an outbuilding or detached garage built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi layered roof, which is attached to or within the boundaries of a private house and is privately accessed
- c. a privately accessed wooden or metal shed which is securely locked at all times, within the boundaries of the property in which **you** normally reside
- d. a self-contained flat within a brick, concrete or stone building with a slate, tiled or multi layered roof
- e. a self-contained lockable private room in the halls of residence in which **you** normally reside
- f. a communal hallway in a brick, concrete or stone building with a slate, tiled or multi-layered roof, in which **you** normally reside
- g. a communal outbuilding built of brick, concrete or stone and roofed with slate, tiles, corrugated steel, asbestos or multi-layered roof within the boundaries of the building in which **you** normally reside
- h. any other specific location which has been referred to and agreed by **us** in writing.

Cover is extended to any temporary residence such as a holiday cottage/home, guesthouse or hotel for a maximum period of 30 days at any one time during the **period of insurance**. Any other address that **you** reside at for in excess of 30 days in any one year may be covered provided **you** advise **us** and **we** accept this by an **endorsement**.

Loss of Limb - the loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.

Loss of Sight - the total and irrecoverable loss of sight in an eye.

Period of Insurance - the period for which this policy is in force as shown on the **schedule**.

Permanent Total Disablement - Disability which entirely prevents **you** from working in any business or occupation which you are practically suited to by training, education or experience, and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

Personal Effects - Articles worn, used or carried by **you**, excluding **cycles** and their **accessories**.

Punitive, Exemplary or Aggravated damages - damage awards that are intended to reform or deter persons from engaging in conduct similar to that which formed the basis of the action against **you** given rise to a claim.

Schedule - the document showing **your** details, the cover provided and any **endorsements** that apply.

Sport - using the **cycle** and **accessories** for organised racing events or amateur competition.

Sum Insured - the maximum we will pay in the event of a claim as set out in the **schedule**.

Territorial Limits - The area shown in the **schedule** in which cover operates.

Terrorism - Loss, damage or liability directly or indirectly caused by, happening through or in consequence of an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unattended - whilst the **cycle** is not being used or held by **you** or an adult who is entrusted with its safe keeping.

United Kingdom - England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.

Unoccupied Insured Location - an **insured location** as defined in a) a house and d) as self contained flat, which is a furnished dwelling, but has not been lived in for more than 90 consecutive days.

Value - the usual new undiscounted replacement cost of the **cycle** and any upgraded parts and components (including VAT) from a reputable dealer.

We/Us/Our - The insurer providing **your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC.

You/Your - persons named on the **schedule** and all permanent members of that persons household, who are permanent residents of the United Kingdom.

What you are covered for

Cover only applies if the premium has been paid and the relevant section is shown on the schedule. The Security Requirements which apply are shown at the end of this section.

What is covered

Section A - Accidental Damage

Where cover is shown in the **schedule**, we will insure **you** for:

1. Accidental damage to **your cycle** and **accessories** at the **insured location**.
2. Accidental damage to **your cycle** and **accessories** away from the **insured location** but within the **territorial limits**.

What is not covered

1. The first 5% of the **value**, subject to a minimum of £50 and maximum of £200, of every claim.
2. When accidental damage is sustained in transit when handed to a recognised transport provider, unless the **cycle** is securely packaged and a receipt obtained.
3. When loaned or hired out by **you** to any other person.
4. Any accidental damage following **abandonment**.
5. Anything that happens gradually, including but not limited to damage caused by wear and tear, wet or dry rot, atmospheric or climatic conditions, frost, insects, vermin, corrosion, rust, dust, contamination, change in colour of finish, chemical reaction, staining, scratching, denting, cosmetic changes, dampness, dryness, shrinkage or evaporation.
6. Mechanical or electrical breakdown or defect or electronic malfunction.
7. Failure to use or maintain the **cycle** in accordance with the manufacturer's instructions.
8. Faulty or defective design, materials or workmanship or concealed defect and defects in operation.
9. When using the **cycle** for hire, reward, courier services or the carriage of paying passengers.
10. Tyres and **accessories** unless the **cycle** suffers accidental damage at the same time.
11. When using the **cycle** and **accessories** for **sport** unless cover is shown in the **schedule**.

What is covered

Section B - Theft

Where cover is shown in the **schedule**, we will insure **you** for:

- a. Theft of **your cycle** and **accessories** at the **insured location**.
- b. Theft of **your cycle** and **accessories** away from the **insured location** but within the **territorial limits**.
- c. Theft of **your cycle** and **accessories** from a vehicle but within the **territorial limits**.

What is not covered

1. The first 5% of the **value**, subject to a minimum of £50 and maximum of £200, of every claim.
2. Theft from the **insured location** unless involving **forcible and violent entry** and **you** have complied with Security Requirement 1.
3. Theft away from the **insured location** unless **you** have complied with Security Requirement 2.
4. Theft from a vehicle unless **you** have complied with Security Requirement 3.
5. Theft following **abandonment**.
6. Theft by a person or persons to whom the **cycle** is entrusted.
7. Theft when loaned or hired out by **you** to any other person.
8. Theft when using the **cycle** for hire, reward, courier services or the carriage of paying passengers.
9. Unexplained theft.
10. Tyres and **accessories**, unless the **cycle** is stolen at the same time.
11. Theft when **your cycle** is secured by a lock which is only approved for use with a **cycle** with a lower **value** than **your cycle**.
12. Theft from an **unoccupied insured location**.
13. Theft when the **cycle** is locked to an **immovable object** by an **approved lock** unless **you** can demonstrate that an **approved lock** was used. (See General Condition 11).
14. Theft whilst using the **cycle** and **accessories** for **sport** unless cover is shown in the **schedule**.

What is covered

Section C - Public Liability

We will pay up to the **sum insured** shown on the **schedule** for the amounts **you** become legally liable to pay for **bodily injury**, death, disease or accidental damage to any person or accidental damage to third party property which arises from **your** use of or ownership of a **cycle** and **accessories**.

The total amount payable includes reasonable defence costs and expenses incurred by **you** with **our** written consent in connection with any liability insured under this insurance policy.

What is not covered

1. **You** when aged under 16 or over 85.
2. The first £500 of every claim arising from damage to third party property.
3. Liability arising from loss or damage to property which belongs to **you** or is in **your** care custody or control.
4. Where **you** are entitled to indemnity from another source.
5. **Punitive, exemplary or aggravated damages** awarded against **you**.
6. Any liability for **bodily injury**, loss or damage
 - a. to **your** employees or members of your family or to their property
 - b. arising out of the ownership, possession, use or occupation of land or buildings
 - c. arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft of any description, animals or firearms and weapons.
7. When using the **cycle** for hire, reward, courier services, or the carriage of paying passengers.
8. Any liability not involving the use of a **cycle**.
9. Any liability arising out of the use of a **cycle** outside the **territorial limits**.
10. When using the **cycle** and **accessories** for **sport** unless cover is shown in the **schedule**.

Section D - Personal Accident

Where cover is shown in the **schedule**, **we** will pay the amount shown below if at any time whilst **you** are using a **cycle** within the **territorial limits**, **you** are involved in an **accident** which, solely and independently of any other cause, causes **you bodily injury** which results in either **your death**, **loss of limb**, **loss of sight** or **permanent total disablement**.

The amounts **we** will pay under this section are:

• Loss of Limb	£10,000
• Loss of Sight	£10,000
• Permanent Total Disablement	£20,000
• Death	£20,000

Benefit under this section will be payable to **you** or **your** nominees, and will be limited to a maximum of £20,000 per person.

Accident accumulation limit

The most **we** will pay for an **accident** involving more than one person insured under this contract of insurance is £100,000. If a claim goes over this amount, **we** will pay an amount equal to this limit divided by the number of persons **you** are claiming for.

1. Any **accident** not involving the use of a **cycle** by **you**.
2. Anyone under 16 or over 85 years of age.
3. **Permanent total disablement** benefit for anyone over the age of 65.
4. Suicide, attempted suicide or intentional self-injury.
5. Having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type.
6. Having a chronic pain syndrome including, but not limited to, Chronic or Complex Regional Pain Syndrome or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
7. Taking part in a criminal act.
8. Any deliberate exposure to exceptional danger (except in an attempt to save human life).
9. Being under the influence of alcohol or drugs.
10. Any benefit when **your** death, injury or loss does not occur within 180 days of the **accident**.
11. Any benefit when **you** cannot prove to **us** that the **permanent total disablement** has continued for 12 consecutive months from the date of the **accident** and in all probability will continue for the remainder of **your** life.
12. More than one benefit under this section.
13. Whilst using the **cycle** for hire, reward, courier services, or the carriage of paying passengers.
14. When using the **cycle** and **accessories** for **sport** unless cover is shown in the **schedule**.

What is covered

Section E - Road Rage Assault

Where cover is shown in the **schedule**, we will cover the following if **bodily injury** occurs by way of an **assault** during the **period of insurance** and within the **territorial limits**, whilst **you** are riding or using the **cycle**:

1. **Hospital** daily cash benefit of £100 per day of confinement, but not beyond 30 days.
2. **Emergency dental treatment** up to £250.
3. 5 sessions of stress counselling following a claim under items 1 & 2.
4. Clothing and **personal effects** up to £150.

What is not covered

1. **We** will not pay the first £25 of any claim for 2. **Emergency dental treatment** or 4. **Clothing and personal effects**.
2. **We** will not cover death or disablement, indirectly arising out of or resulting from, or contributed to by:
 - A. Any road rage incident, **assault** or **bodily injury** not involving the use of a **cycle** by **you**.
 - B. Suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or insanity.
- C. Your** own criminal act.
- D. Being under the influence of alcohol or drugs.
- E. Provoked **assault** or fighting (except in genuine self-defence).
- F. Any matrimonial or family dispute.
- G. Whilst using the **cycle** for hire, reward, courier services, or the carriage of paying passengers.
- H. Any **hospital** benefit which does not involve an overnight stay as an in-patient.
- I. When using the **cycle** and **accessories** for **sport**.
- J. Unless cover is shown in the **schedule**.

What is covered

Section F - Replacement Cycle Hire

Where cover is shown in the **schedule**, we will pay up to £500 in any one **period of insurance**, for the cost of hiring an alternative **cycle** from a recognised reputable **cycle** dealer whilst awaiting repair or replacement of **your cycle** when the subject of an approved claim.

What is not covered

1. When the costs of hire have not been agreed with **us**.
2. Where **our** prior authority has not been obtained.
3. Where the costs are in excess of the **cycle value** or repair costs.
4. Where evidence of expenditure cannot be provided.
5. Where costs are incurred by anyone other than **you**.

What is covered

Section G – Rehabilitation

Where cover is shown in the **schedule**, we will pay up to £50 in any one **period of insurance**, for the cost of receiving a session of physiotherapy or counselling & CBT following an accident on your cycle.

What is not covered

1. Any accident not involving a **cycle you** own.
2. **We** have not authorised the session.
3. Where evidence cannot be provided.
4. Where costs are incurred by anyone or than **you**.

How much we will pay

Accidental Damage and Theft (Sections A and B)

We will, at **our** option repair, replace or pay for any lost or damaged item on the following basis, but in no event will **we** pay more than the **sum insured** shown in the **schedule**.

1. For current **cycles** and **accessories**, **we** will cover the cost of repair or replacement as new.
2. For discontinued **cycles** and **accessories**, **we** will cover the cost of repair or replacement with an item of a similar type, or equivalent specification.
3. For hybrid or composite **cycles** and **accessories** where the parts have been individually purchased, **we** will pay the replacement cost of the individual components.
4. For vintage or antique **cycles** and **accessories** which are of particular value due to their age, style or collectability, **we** will pay the cost of repair or the amount shown in any valuation **you** provide to **us** provided that such valuation:
 - a. is less than three years old; and
 - b. has been provided by a vintage cycle retailer or other suitably qualified valuer.
5. For articles of specialist cycling, biathlon or triathlon clothing and headgear, **we** will pay the cost of repair or replacement taking into account wear and tear based on the following scale:
 - a. less than 3 years old, the cost of repair or replacement as new
 - b. between 3 and 5 years old, a 30% reduction for wear and tear
 - c. between five and seven years old a 60% reduction for wear and tear

We will not make any payment for any clothing or headgear that is more than seven years old.

If **we** can repair or replace an item but agree to a cash settlement, **we** will only pay what it would cost **us** to repair or replace the item using **our** own suppliers.

Security requirements

1. Security Requirements at the Insured Location

Accidental damage or theft of the property insured whilst at the **insured location** will only be covered in circumstances where the **cycle** is:

- a. at an **insured location** as described in a). house or its private integral garage(s), d). flat and e). room in a communal residence, the **cycle** is kept inside and any security devices are in operation
- b. at an **insured location** as described in b). detached garage and c). privately accessed wooden or metal shed and **you** have complied with the following security requirements:
 - i. all external doors must be secured by a minimum of:
 - a. a 5 lever mortice deadlock to BS3621 standard, or
 - b. a 5 lever padlock, or
 - c. a CEN grade 3, 4, 5 or 6 rated padlock
 - or
 - ii. the **cycle** must be secured through the **frame** by an **approved lock** to an **immovable object** within the building
- c. at an **insured location** as described in f). communal hallway and g). communal outbuilding the **cycle** must be secured through the **frame** by an **approved lock** to an **immovable object** within the building.

2. Security requirements where the cycle is away from the insured location

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

- a. the **cycle** is not left **unattended**
- b. the **cycle** is left **unattended**, but secured to an **immovable object** by an **approved lock** through the **frame** and any access to the **cycle** is effected by **forcible and violent entry**
- c. the **cycle** is not left **unattended** within the boundaries of a train station for more than 24 hours and subject to 2b) above
- d. the **cycle** is left in a transition area of an organised competitive triathlon or biathlon in which **you** are participating.

3. Security Requirements for Vehicles Where the Cycle is in or on a Vehicle

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

- a. all doors, windows and other openings of the vehicle are left closed, securely locked and properly fastened
- b. access to the **cycle** must have been effected by **forcible and violent entry**
- c. any security devices installed in the vehicle are in operation
- d. the **cycle** is stored out of sight, or is secured through the **frame** by an **approved lock** to the roof or bike rack attached to the vehicle

- e. if the **cycle** 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 and/or category 3 steering lock, and 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 such must be provided in the event of a claim
- f. when **you** are outside the **United Kingdom** where it is impossible to comply with the Thatcham security requirements, theft will only be covered if the vehicle is fitted with a factory fitted alarm or immobiliser and evidence of its existence must be provided in the event of a claim
- g. Any vehicle used must have:-
 - i) valid motor insurance
 - ii) a valid MOT certificate where applicable
 - iii) current road tax where applicable
 - iv) all windows and locks that are capable of making the vehicle secure.

General exclusions

This insurance does not cover:

- loss or damage to any property
- any legal liability
- costs and expenses
- death or injury to any person,

caused by, contributed to by, arising from or in any way connected with the following:-

1. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3. Loss of value.
4. Pressure waves from aircraft and other flying objects at or above the speed of sound.
5. Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
6. Indirect loss or damage.
We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
7. Biological or chemical contamination due to or arising from:
 - i. **terrorism**; or
 - ii. steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted **terrorism**.
8. Any **accident**, injury, loss or damage caused deliberately, maliciously or wilfully by **you** or **your** family.
9. Loss or damage occurring before cover starts or arising from an event before cover starts.
10. Any additional claims costs resulting from supply of a **cycle** from outside the **United Kingdom**, when items are unavailable in the **United Kingdom** or delivery is required to addresses outside the **United Kingdom**.
11. Any claim arising out of cycling as **your** occupation or profession.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

This means **we** will not provide any insurance cover for Specially Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

Infectious or contagious disease Exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a. infectious or contagious disease;
- b. any fear or threat of a) above; or
- c. any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Cyber and data exclusion

We will not pay for any:

(a) Cyber

- i. loss, damage, liability, cost or expense caused deliberately or accidentally by:
- ii. the use of or inability to use any application, software, or programme, any computer virus;
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

- loss of or damage to any electronic data (for example files or images) wherever it is stored.

General conditions

1. Your Duty to Disclose Information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim(s) if **your** carelessness caused **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance; or
- amend the terms of this insurance or cancel the insurance in accordance with the cancellation condition.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims; and retain the premium.

2. Automatic Reinstatement of Cover

In the event of a claim resulting in a total loss and subsequent replacement or cash payment, **we** will automatically reinstate cover on **your** replacement **cycle** upon confirmation from **you** of the new property to be insured without change to the **schedule** renewal date. If the **value** of **your** replacement **cycle** is higher than the **sum insured** **you** will be asked to pay the proportionate additional premium. Following a claim **we** reserve the right to decline cover or apply special terms.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs, **you** may cancel it by contacting Lawshield UK Limited within 14 days of the policy start date or within 14 days of receiving your **policy** documentation, whichever is later. On condition that no claims have been made or are pending, **we** will refund **your** premium in full.

Thereafter, **you** may cancel this insurance at any time by contacting Lawshield UK Limited. On condition that no claims have been made or are pending, **we** will refund that part of **your** premium which applies to the remaining **period of insurance**, less a £15 administration fee applied by Lawshield UK Limited.

To cancel the insurance please contact:

Velosure Cycle Insurance,
1210 Centre Park Square,
Centre Park, Warrington,
WA1 1RU

Tel: 0800 083 3035

Fax: 0333 043 3798

Email: enquiries@velosure.co.uk

We can cancel this insurance by sending **you** 14 days' notice in writing where there is a valid reason for doing so.

We will write to **you** at **your** last known address and will set out the reason for cancellation and any refund of premium that may be due. Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behavior or language, or intimidation or bullying of staff or suppliers.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. However, this does not affect any other rights they may have.

5. Fraudulent Claims

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

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way; or
- makes a claim for any loss or damage which **you** knew about or deliberately caused

We:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- may not return any premiums **you** have paid; and
- may inform the police.

6. Important Changes

You must tell **us** without delay about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

For example, **you** must tell us if **you**:

- change the **value** of **your cycle(s)**
- change the **sum insured** for **cycle(s)** at the **insured location** and/or away from the **insured location**
- change **your** address
- receive a police caution for or are convicted of or charged with an offence (other than motoring)
- plan to use the **cycle(s)** in connection with an occupation or profession

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

7. Contribution

If **you** have any other insurance against liability or loss covered by this policy, **we** will only pay **our** proportional share of a claim, even if the other insurance is invalid or inoperative for any reason.

8. Reasonable Care

You must take all reasonable care to prevent any accidental damage, theft or loss and keep **your cycle(s)** and the **insured location** in a good state of repair and condition. **You** must take all reasonable care to comply with all statutory obligations and regulations imposed by any statutory, regulatory or government authority.

9. Subrogation

In the event that a third party is considered liable for part or all of any claim, **we** may start proceedings, in **your** name and for **our** benefit, to recover, the amount of any payment we have made under this policy. **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** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation.

10. Amendments

Mid-term amendments to **your** policy may be subject to payment of an additional premium, and when made by telephone, email or by post, an administration charge of £15 will be applied by Lawshield UK Limited.

11. Claims

When there is a claim or possible claim, **you** must tell **us** as soon as reasonably possible.

For loss or damage claims:

- **we** will require **you** to provide **us** with documentation or other evidence which clearly demonstrates ownership of the property and to help substantiate **your** claim, for example: original purchase receipts, bank or credit card statements, instruction booklets, photographs, the remains of the **approved lock** and/or the keys. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with this information.
- **we** may use specialist suppliers chosen by **us**, for repair or replacement or for acoustic testing on carbon fibre.
- **you** must tell the police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **you** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.
- if the **cycle** is stolen or damaged whilst in the care of an airline or cruise line **you** must:
 - get a Property Irregularity Report form from the airline or cruise line.
 - give written notice of the claim to the airline or cruise line within the time limit contained in their conditions of carriage (please retain a copy).
 - keep all travel tickets and tags for submission to **us**.

For liability claims:

- **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.
- **you** must notify **us** in writing of any impending prosecution inquest or fatal accident enquiry.

12. Our Rights After a Claim

We have the right, without thereby incurring any liability and without diminishing **your** right to rely on any condition of this certificate of insurance, to take and keep possession of any part or all of the cycle and to deal with salvage in a reasonable manner, but **you** must not abandon any **cycle** to **us**.

How to claim

On the happening of any event which may give rise to a claim:

1. Check **your** policy booklet and **your schedule** to see if **you** are covered.
2. Give notice without delay to the police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
3. Contact Lawshield UK Limited on 01925 422 773, email claims@lawshield-uk.com or write to Claims, Velosure, 1210 Centre Park Square, Centre Park, Warrington, WA1 1RU as soon as reasonably possible, quoting **your** policy number. **Your** claim will be registered and **you** will be told what to do next.
4. Let Lawshield UK Limited know if you receive any information or communication about the event or cause.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

Velosure Compliance Team,
Lawshield UK Limited,
1210 Centre Park Square, Centre Park, Warrington WA1 1RU

Tel: 0800 731 3942

Fax: 0333 043 3798

Email: customerrelations@lawshield-uk.com

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

Head of International Compliance,
Tokio Marine HCC International,
1 Aldgate, London EC3N 1RE

Tel: +44(0)20 7702 4700

Email: tmhcccomplaints@tmhcc.com

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer your complaint to the Financial Ombudsman Services (if eligible).

Alternative dispute resolution body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)

Tel: +44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

You can find more information on the FOS at www.financial-ombudsman.org.uk