



Your cycle insurance policy wording



Welcome to PedalPlan

Thank you for entrusting us with your insurance

The **PedalPlan Insurance** policy is designed to provide cover for a wide range of cyclists, from leisure time with **your** family to **you** daily commute, we can also include taking part in cycling events or races and **your** days at work.

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

In return for **your** premium, **we** will provide the cover specified in **your** policy schedule subject to the terms and condition outlined in this policy document.

Your policy is valid for the period of insurance as shown on **your** policy schedule. Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

How to Make a claim

If **you** need to make a claim, **you** can call us on **0343 227 0847** or send **us** an email to claims@pedalplaninsurance.co.uk

Your Right to Cancel

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

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

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

Thank you for choosing Pedalplan and **we** hope **you** are happy with **your** policy cover.

The PedalPlan Team

Contents

Definition of Words	3
Summary of Cover	5
Important Contact Details.....	6
Security Requirements	7
Your Policy Cover	8
Section 1 Your Cycle.....	8
Section 2 Cycle Breakdown	9
Section 3 Your Accessories	10
Section 4 Public Liability.....	11
Section 5 Cycle Hire.....	12
Section 6 Personal Accident	13
Section 7 Competition Use & Race Fees.....	14
Section 8 Business Use.....	15
How to Make a Claim	16
How We Settle Your Claim	17
Important Information.....	18
General Information about Your Policy	20
General Exclusions	20
Terms and Conditions.....	21
Duty of Care	21
Other Insurance Policies	21
Subrogation.....	21
Under Insurance.....	21
How to Make a Complaint.....	22
The Financial Services Compensation Scheme	23
Governing Law.....	23
Your Privacy.....	23
Fraudulent Claims.....	25

Definition of Words

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

Accidental Damage: sudden and unintentional physical damage which happens unexpectedly.

Approved Lock: A Sold Secure **approved lock** meeting the appropriate standard category for cycles with the following **insured value**:

- up to £250 – bronze standard
- between £250 and £1,500 – silver standard
- greater than £1,500 – gold standard.

For more information please visit Sold Secure at www.soldsecure.com.

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

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

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

This includes electric bicycles as long as:

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

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

Excess: the amount that **you** are responsible for and which will be deducted, or payable by **you**, in the event of a claim. The **excess you** will pay is shown on **your policy schedule**.

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

Home: the location where the **cycle** is usually kept as stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence. This also includes any temporary residence in the **territorial limits**, for example a holiday cottage or hotel, for up to 30 days at any one time during any 12-month period.

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

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

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

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

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

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

Security Requirements: for **your cycle** claim to be covered under Section 1 | Your Cycle: Accidental Damage, Malicious Damage or Theft, **you** must keep to the **security requirements** detailed on page 10.

Territorial Limits: Worldwide. Cover outside of the **United Kingdom** is subject to a maximum 30 days per trip and 90 days during any one 12-month period. Public Liability cover is limited to the **United Kingdom** and **Europe**.

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

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

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

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

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

Your Administrator: Pedal Plan is a trading style of Plan Protect, who are an appointed representative of Bspoke Commercial

Summary of Cover

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

The policy offers cover for use of the **cycle** in the **United Kingdom** for the **period of insurance**. Cover outside of the **United Kingdom** is subject to a maximum 30 days per trip and 90 days during any one 12-month period. Public Liability cover is limited to the **United Kingdom** and **Europe**.

Benefit	Limit of Cover	Excess
Section 1 Your Cycle: Accidental Damage, Malicious Damage or Theft	As shown on your policy schedule	5% of the cycle value – minimum of £25
Section 2 Cycle Breakdown	£250	£0
Section 3 Your Accessories	As shown on your policy schedule	£0
Section 4 Public Liability	As shown on your policy schedule . Cover applies in the UK and Europe only.	£250 Damage to Property £500 Injury to Third Party
Section 5 Cycle Hire	As shown on your policy schedule	£0
Section 6 Personal Accident	As shown on your policy schedule	£0
Section 7 Competition Use & Race Fees OPTIONAL COVER	£500	£0
Section 8 Business Use OPTIONAL COVER	As shown on your policy schedule . Cover applies in the UK only.	10% of the cycle value – minimum of £50

Important Contact Details

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

How can we help?	Who to Call	Contact Details
To make any queries regarding your policy or if you need to tell us of any changes to your circumstances:	PedalPlan Insurance	Tel: 0343 227 0846 Email: enquiries@pedalplaninsurance.co.uk Web: www.pedalplaninsurance.co.uk
To make a claim for: Section 1 Your Cycle Section 2 Cycle Breakdown Section 3 Your Accessories Section 4 Public Liability claims occurring outside of the UK but within Europe Section 5 Cycle Hire Section 7 Competition Use & Race Fees Section 8 Business Use	Davies Group Claims Team	Tel: 0343 227 0847 Email: claims@pedalplaninsurance.co.uk Post: Unit 8 Caxton Road Fulwood Preston PR2 9NZ
To make a claim for: Section 4 Public Liability claims occurring in the UK Section 6 Personal Accident	Kennedys Law LLP	Tel: 0343 227 0850 Email: legalclaims@pedalplaninsurance.co.uk Post: 6 Queen Street Leeds LS1 2TW
To make a complaint:	See the 'How to Make a Complaint' section on page 20	
To cancel your policy:	PedalPlan Insurance	Tel: 0343 227 0846 Email: enquiries@pedalplaninsurance.co.uk Web: www.pedalplaninsurance.co.uk

Security Requirements

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

When the cycle is at the home

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

- a) under **your** personal supervision; or
- b) kept inside **your home** and any security devices such as locks and alarms are in operation; or
- c) stored within a private garage, privately accessed wooden, plastic or aluminium shed within the boundaries of the **home** and:
 - all external doors are secured by a minimum of a CEN 3 or above rated padlock; or
 - the **cycle** is secured through the frame by an **approved lock** to an **immovable object** within the building; or
- d) secured through the frame by an **approved lock** to an **immovable object** within the building when in any location which is described as a communal hallway or communal outbuilding.

When the cycle is away from the home

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

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

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

When the cycle is in or on a vehicle

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

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

If the **cycle** is left in the vehicle between the hours of 9pm and 6am the **cycle** must be covered up so that it is not visible to persons outside of the vehicle.

Cycles which are locked on to the exterior of the vehicle (e.g. by roof or rear cycle rack) must be removed between the hours of 9pm and 6am and either placed inside the vehicle or kept securely in accordance with the policy terms and conditions.

Your Policy Cover

Section 1 | Your Cycle

What is covered:

Accidental Damage, Malicious Damage or Theft

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

What is not covered:

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

Section 2 | Cycle Breakdown

What is covered:

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

What is not covered:

- a) Punctures.
- b) Any claim arising from the **cycle** being used in any **competition**, including racing, unless Competition Use & Race Fees cover is shown on **your policy schedule**.
- c) Any claim arising from electrical fault or breakdown to the:
 - i) Battery
 - ii) Motor
 - iii) Or any other connected electronic deviceof electrically powered or electrical assisted cycles.

Section 3 | Your Accessories

What is covered:

- a) **We** will pay towards the repair or replacement of **your accessories** that are subject to **accidental damage, malicious damage** or theft at the same time as **your cycle**, subject to the policy terms and conditions.

This policy automatically provides £250 of cover. You can choose to increase the limit. The limit will be shown on **your policy schedule**.

What is not covered:

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

Section 4 | Public Liability

This cover only applies within the UK and Europe.

What is covered:

- a) Each single incident, occurring during the **period of insurance** and within the **UK and Europe**, which **you** become legally liable for, through **your** use or ownership of **your cycle**, in respect of;
 - i. accidental **bodily injury** or death to any person, or
 - ii. **accidental damage** to third party property (property belonging to someone other than **you**).

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

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

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

What is not covered:

- a) An **excess** of £250 for each and every claim arising from damage to third party property or an excess of £500 for each and every claim arising from third party injury.
- b) Any liability not involving the use or ownership of the **cycle**.
- c) Damage to any property belonging to **you**, or which at the time of the loss or damage is in **your** care or control.
- d) **Bodily injury** to any of **your** employees or to **your family**.
- e) Any claim where **your** right of recovery is restricted by any contract.
- f) Fines and contractual penalties, punitive or exemplary damages (by this **we** mean additional damages awarded by way of punishment when the defendant's behaviour was found to be particularly harmful).
- g) Any **bodily injury**, death or **accidental damage** to property occurring outside of the **UK and Europe**.
- h) **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- i) Claims where **you** are entitled to financial assistance or compensation (also known as indemnity), from another source.
- j) Claims arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft or aerial device of any description, animals or firearms and weapons.
- k) Claims arising out of or in connection with **your** trade, profession or business, or assumed under contract, including hire or reward, courier services, or the carriage of fare-paying passengers. This exclusion does not apply to commuting.
- l) Claims arising whilst using the **cycle** for stunts, racing or **competition** other than a road-based time trial unless the required additional premium has been paid and the cover is shown on **your policy schedule**.
- m) Claims arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party.
- n) Any action brought against **you** in any court outside the European Union (EU).
- o) Liability which is insured by or would but for the existence of this section be insured by another policy.
- p) Liability created by any agreement, unless **you** would have been liable without the agreement.

Section 5 | Cycle Hire

What is covered:

- a) **We** will pay up a daily rate, as shown in **your policy schedule**, up to a maximum of 10 days during any one 12 month period towards the hire of an alternative cycle from a registered cycle hire business or cycle retailer, whilst **you** are awaiting repair or replacement of **your cycle** when it is the subject of an approved claim with **us**.

What is not covered:

- a) Where the costs of hire are greater than the quoted charge through a recognised hire supplier.
- b) Where proof of expenditure cannot be provided from a registered cycle hire business.
- c) Where costs are incurred by anyone other than **you**.

Section 6 | Personal Accident

What is covered:

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

Benefit under this section shall be payable to **you, your** executors or **your** nominees and shall be limited to a maximum of either £5,000, £10,000 or £25,000 per person depending on the level of cover selected:

Principal Cover	Level 1	Level 2	Level 3
Death	£5,000	£10,000	£25,000
Loss of Limb	£2,500	£5,000	£12,500
Loss of One Eye	£1,500	£2,500	£6,250
Loss of Both Eyes	£2,500	£5,000	£12,500
Permanent Total Disablement	£5,000	£10,000	£25,000
Emergency Dental Treatment	£750	£750	£750

What is not covered:

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

Section 7 | Competition Use & Race Fees

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

What is covered:

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

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

What is not covered:

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

Cover under this section is offered for the following events:

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

Section 8 | Business Use

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

This cover only applies within the UK

What is covered

- a) **We** will pay for repair or replacement, up to the **insured value** stated in **your policy schedule**, of the **cycle**, that has been stolen or sustained **accidental damage** or **malicious damage** within the **Territorial Limits** while in operation as part of your occupation.

What is not covered:

- d) All goods held in trust relating to **your** occupation including but not limited to delivery, courier, or postal items.
- e) All liability arising directly or indirectly to **your** occupation.
- f) Where proof of expenditure cannot be provided from a registered cycle hire business.
- g) Where costs are incurred by anyone other than **you**.

Cover under this section is offered for the following events:

- Food and Drink Delivery
- Parcel Delivery
- Postal Service
- Courier Service
- Newspaper and Magazine Delivery
- Advertisement
- Community or Local authority support
- Tourism

How to Make a Claim

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

For claims under the following sections;

Section 1 | Your Cycle
Section 2 | Cycle Breakdown
Section 3 | Your Accessories
Section 4 | Public Liability
claims occurring outside of the **UK** but within **Europe**
Section 5 | Cycle Hire
Section 7 | Competition Use & Race Fees
Section 8 | Business Use

Call us on:

0343 227 0847

Email us at:

claims@pedalplaninsurance.co.uk

Write to us at:

**Unit 8 Caxton Road
Fulwood
Preston PR2 9NZ**

For claims under the following sections;

Section 4 | Public Liability claims
occurring in the **UK**
Section 6 | Personal Accident

Call us on:

0343 227 0850

Email us at:

legalclaims@pedalplaninsurance.co.uk

Write to us at:

**6 Queen Street
Leeds LS1 2TW**

In all correspondence please tell **us you** are insured by **PedalPlan Insurance** and provide the reference number **20089B** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

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

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

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

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

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

How We Settle Your Claim

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

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

2. For current cycles and **accessories**, other than clothing and headgear, the cost of repair or replacement as new.
3. For discontinued cycles and **accessories**, other than clothing and headgear, the cost of repair or replacement with an item of a similar type or equivalent specification.
4. For vintage or antique cycles and **accessories**, other than clothing and headgear, which are of particular value due to their age, style or collectability, the cost of repair or the value shown in any valuation **you** provide to **us**, provided that such valuation:
 - a. is less than three years old; and
 - b. has been provided by a vintage cycle retailer or other suitably qualified valuer.

For clothing and headgear, the cost of repair or replacement based on items of a similar type or equivalent specification, taking into account wear and tear, based on the following scale:

- a. less than three years old, the cost of repair or replacement as new;
- b. between three and five years old, a 30% reduction for wear and tear;
- c. between five and seven years old, a 60% reduction for wear and tear.

Valuation

Where possible **we** will replace the **cycle** with the same make and model at present market value up to, but not exceeding the **insured value** shown in **your** policy schedule.

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

Total loss claims/automatic reinstatement

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

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

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

Important Information

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

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

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

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

Information you have provided

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

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

Changes that may affect your cover

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

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

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

Accessibility | Alternative Formats

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

Your Insurer

PedalPlan Insurance is a trading name of PlanProtect Limited who are an authorised representative of Bspoke Commercial Ltd

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

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

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

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

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

Your Right to Cancel

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later.

You do not need to provide a reason for cancellation. **We** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

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

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

Cancellation by Us

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

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

If **we** cancel **your** policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 22.

Renewal of Your Policy

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

Policy Limits

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

Policy Excess

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

General Information about Your Policy

General Exclusions

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

Notwithstanding any other provision herein, this insurance does not cover;

1. Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (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.
2. Any claim in a country, or part of a country, where the Foreign and Commonwealth Office (FCO) have advised against all or all but essential travel.
3. Any bicycle, tricycle, tandem or recumbent that is;
 - not solely driven by human pedal power or electric battery
 - subject to the requirements of the Road Traffic Act.
4. Any claim where proof of ownership cannot be provided for the **cycle** and/or the **approved lock** and/or **accessories**.
5. Any loss or damage which occurred prior to the commencement of this insurance.

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

6. **You** engaging in any criminal act.
7. **You** being under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
8. Suicide, attempted suicide or deliberate injury to **you** or putting **yourself** in unnecessary danger (unless trying to save human life).
9. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic

Data being lost, destroyed, distorted, altered, or otherwise corrupted.

- For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
 - For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
10. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

This policy does not cover any direct or indirect consequence of:

11. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
12. 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.
13. Irradiation, 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.

Terms and Conditions

Duty of Care

You must take care to prevent any **accidental damage, malicious damage** or **theft** and keep **your cycle** and/or **accessories** in accordance with the **security requirements** and maintain them in a good state of repair and condition.

You must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

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

Other Insurance Policies

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

Subrogation

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

Under Insurance

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

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

How to Make a Complaint

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

- If **you** have a complaint regarding the sale or service of **your** policy, please contact **PedalPlan Insurance**.

Customer Relations Team
Bspoke Commercial Limited
Brookfield Court, Selby Road, Leeds, West
Yorkshire, LS25 1NB

Tel: 0333 400 9070

Email: customerrelations@Bspokegroup.co.uk

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

Kennedys Law LLP
6 Queen Street, Leeds LS1 2TW

Tel: 0343 227 0850

Email: legalclaims@pedalplaninsurance.co.uk

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

Davies Group
Customer Relations
PO Box 2801, Stoke-on-Trent ST4 9DN

Tel: 0343 227 0849

Email:
claimskomplaints@pedalplaninsurance.co.uk

In all correspondence please tell **us you** are insured by **PedalPlan Insurance** and provide the reference number **20089B** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

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

Financial Ombudsman

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

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

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

The Financial Services Compensation Scheme

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

Governing Law

This policy is governed by English Law.

Your Privacy

PLANPROTECT LIMITED

We are PlanProtect Limited, our data controller registration number, issued by the Information Commissioner's Officer, is ZB497527.

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

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

Why do we process your data?

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

What information do we collect about you?

Where you have requested a quote for one of our insurance policies, or you have purchased an insurance policy from us, you will be aware of the information that you have provided. We may also collect information about you from other sources.

This includes information where you are a joint or additional insured party and we collect information about you from the policyholder. We may also collect information about you from fraud prevention, law enforcement or government agencies and HM Treasury and other authorities in relation to regulatory issues. Information may also be collected about you from credit reference agencies when you choose to pay by Direct Debit instalments.

Do we collect special personal data?

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

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

privacy notice

You can get more information about this by viewing our full Privacy Notice by visiting weddingplaninsurance.co.uk or request a copy by emailing us at enquiries@planprotect.co.uk. Alternatively, you can write to us at: Data Protection, PlanProtect Limited, Brookfield Court, Selby Road, Leeds, LS25 1NB

BSPOKE COMMERCIAL LTD

Bspoke Commercial Ltd is the Data Controller of the information you provide **us** and is registered with the Information Commissioner's Office for the products and services we provide to **you**. **Our** data controller registration number issued by the Information Commissioner's Officer is ZA142428.

Please see **your** policy documentation for details of Data Controllers with other insurers. **You** can contact **us** for general data protection queries, if **you** have any

questions about how **we** use your personal information or if **you** want to exercise **your** rights stated within this notice, please contact our Risk & Compliance team at

datacontroller@bspokecommercial.co.uk

or in writing to

The Data Protection Officer,
Bspoke Commercial, Brookfield Court,
Selby Road,
Leeds,
LS25 1NB

Please provide **us** with as much detail as possible so that **we** can comply with **your** request.

Further information can be found at
<https://bspokegroup.co.uk/brands/commercial/>

BSPOKE UNDERWRITING LTD

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

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

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

Why do we process your data?

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

What information do we collect about you?

Where **you** have requested a quote for one of **our** insurance policies, or **you** have purchased an insurance policy from **us**, **you** will be aware of the information that **you** have provided.

We may also collect information about **you** from other sources. This includes information where **you** are a joint or additional insured party and **we** collect information about **you** from the policyholder. **We** may also collect information about **you** from fraud prevention, law enforcement or government agencies and HM Treasury and other authorities in relation to regulatory issues. Information may also be collected about **you** from credit reference agencies when **you** choose to pay by Direct Debit instalments.

Do we collect special personal data?

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

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

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

PRIVACY NOTICE

You can get more information about this by viewing **our** full Privacy Notice online at <https://quote.pedalplaninsurance.co.uk/Privacy/PrivacyNotice.pdf> or request a copy by emailing **us** at dataprotection@bspokeunderwriting.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Limited, Brookfield Court, Selby Road, Leeds, West Yorkshire, LS25 1NB.

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

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

Fraudulent Claims

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

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

We;

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

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

We will not return any of the premiums paid.

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

